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A-1. Use of Facsimile Signatures (JUN 2002)

This Contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 Contract Type (Hybrid Contract (CPAF, CPAF-LOE & FPAF)

CLIN001: Base Period 05 June 2006 to 31 May 2009 (CPAF)

Initial LSIE Infrastructure, delivery releases one through four, and engineering studies during three-year base period. See WBS for CLIN Breakout.

CLIN002: Option Periods (CPAF-LOE)

Other development, including Government directed special engineering studies during option years. See WBS for CLIN Breakout.

CLIN003: Option Periods (CPAF)

Operations to provide all delivered LSIE functionality in accordance with SLA prior to Final Operational Capability (FOC). See WBS for CLIN Breakout.

CLIN004: Option Periods (FPAF)

Operations to provide all delivered LSIE functionality in accordance with SLA beyond release 4, Final Operational Capability (FOC). See WBS for CLIN Breakout.

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CLIN001	05 Jun 06 to 31 May 09	CPAF				······).
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	Commission I an Soluting		(LCE)	SCOSIFE MALLER	WERS STATE	CIPYAR CAR	
CLIN002A	01 Jun 09 to 31 May 10	CPAF/LOE					
CLIN002B	01 Jun 10 to 31 May 11	CPAF/LOE					
CLIN002C	01 Jun 11 to 31 May 12	CPAF/LOE					
Canal States	Pender of Para liver we	l - Γ'WigXe		((A))>)	MERCALE STREET		
CLIN003A*	01 Jun 07 to 31 May 08	CPAF		inden and a second s			
CLIN003B	01 Jun 08 to 31 May 09	CPAF					
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CLIN004A	01 Jun 09 to 31 May 10	FPAF					
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Exercised CL!Ns	05 June 06 to 31 May 09				Anna ann an Anna an An	ine antonina la Constanta di Spania (Constanta	

*O&M CLIN003A is expected to begin near month 12 with IOC analytic capability and 2B page cache of ingested material. Full IOC is at month 18 with 4B page cache of ingested material.

In accordance with 52.217-9 Option to Extend the Term of the Contract (MAR 2000), the Government reserves the right to require delivery of the effort identified as options at the prices stated in Section B-1.

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Type of Contract and Consideration (CPAF) (OCT 2003) (CLIN 001)(CLIN 003 if exercised)

(a) This is a Cost-Plus-Award-Fee (CPAF) Completion type contract, as identified under Federal Acquisition Regulation (FAR) 16.405-2, in the total estimated amounts set forth below:

	CLIN001	CLIN003A (Not currently exercised)	CLIN003B (Not currently exercised)	Total (Exercised CPAF CLINs)
Estimated Cost:				
Maximum Award				
Fee:				
Total Estimated				
CPAF:		·		

(b) Award Fee shall be available for consideration of payment under the terms of the "Award Fee Provisions" set forth under Attachment 5 "Award Fee Plan" of this contract. The estimated cost and award fee is predicated upon the Contractor furnishing the total effort specified under the contract. In the event that the total effort is not provided, as specified, the fee may be adjusted accordingly. The availability of maximum Award Fee dollars, with respect to the evaluation periods is as follows:

Period No.	Dates	Award Fee Available	Award Fee Earned
1	05 Jun 2006 to 30 Nov 2006		TBD
2	01 Dec 2006 to 31 May 2007		TBD
3	01 Jun 2007 to 30 Nov 2007		TBD
4	01 Dec 2007 to 31 May 2008		TBD
5	01 Jun 2008 to 30 Nov 2008		TBD
6	01 Dec 2008 to 31 May 2009		TBD
Total	05 Jun 2006 to 31 May 2009		\$ -

(c) A provisional/interim fee payment, equivalent to percent of the allowable costs incurred, is authorized for payment under this contract. Payment and/or adjustment of such provisional/interim fee, to reflect the actual fee earned/awarded during any given evaluation period, shall be made in accordance with the procedures and under the terms and conditions described under the clause entitled "Provisional Fee Payment and Adjustment".

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Type of Contract and Consideration (CPAF-LOET) (NOV 2005) (CLIN 002, if exercised)

(a) This is a Cost-Plus-Award-Fee (CPAF) Level-of-Effort Term (CPAF-LOET) type contract as described in FAR 16.305 in the total estimated amounts set forth below.

Estimated Cost:	\$TBD
Base Fee:	\$TBD
Maximum Award Fee:	\$TBD
Total Estimated CPAF:	\$TBD

(b) The Contractor shall expend its best effort towards accomplishing the Scope of Contract work outlined above. The level-of-effort required for total performance under this contract shall consist of a minimum of **TBD** labor hours and/or a maximum of **TBD** labor hours. For the purposes of this contract, one person-week shall consist of forty (40) direct, straight time hours expended by an individual assigned to and working under this contract.

(c) Award fee shall be available for consideration of payment under the terms of the "Award Fee Provisions" set forth under **Attachment 5 "Award Fee Plan"** of this contract. The availability of maximum award fee dollars, with respect to the evaluation periods, is as follows:

Period No. Dates		Award Fee	Award Fee Earned				
1 2 n	(()))	\$[\$[\$[]	\$[\$[\$[]]]	•
то	TAL:		\$[]	\$[1	

(d) A provisional/interim fee payment, equivalent to percent of the allowable costs incurred, is authorized for payment under this contract. Payment and/or adjustment of such provisional/interim fee, to reflect the actual fee earned/awarded during any given evaluation period, shall be made in accordance with the procedures and under the terms and conditions described under the clause entitled "Provisional Fee Payment and Adjustment".

(e) The estimated composition of the total labor-hours under this contract is as follows: TBD

Labor Category	Direct Labor Hours
	[]
ΤΟΤΑΙ	r 1

(f) The Contractor shall continually evaluate the total level-of-effort required and recommend, to the Government, changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours of effort is predicted.

(g) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.

(h) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the

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expiration date of this contract. If the Contracting Officer approves the request, the accelerated performance shall be without increase in fee and the transaction formalized by modification to this contract.

(i) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(j) The fee for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum effort is not provided as specified, the Government may, at its unilateral option, reduce both the base fee and the award fee pool proportionally. Such reduction, if necessary, will be applicable to all fees including those awarded/earned. The fee shall be adjusted downward in accordance with the following formula:

Fee Reduction = Fee (in \$) x (Target LOE-Expended LOE)

Target LOE.

"Fee Reduction" computed by the above formula is the dollar amount by which the fee specified in the contract will be reduced. "Fee" in the above formula means the base fee and maximum award fee for CPAF type contracts. "LOE" in the above formula means "level of effort".

(k) In the event the Government desires in additional level-of-effort in excess of the maximum labor-hours specified prior to contract completion, the parties may negotiate to make an equitable adjustment of the amount of fee payable hereunder.

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Type of Contract and Consideration (FPAF) (OCT 2003) (CLIN 004, if exercised)

(a) This is a Fixed-Price-Award-Fee (FPAF) contract as identified in FAR 16.404. The total price for full performance hereunder is set forth below:

	CLIN004A (not currently exercised)	CLIN004B (not currently exercised)	CLIN004C (not currently exercised)	Total (exercised FPAF CLINs)
Firm-Fixed-Price:				
Maximum Award				
Fee				
Total FPAF:				

(b) Award Fee shall be available for consideration of payment under the terms of the "Award Fee Provisions" set forth under Attachment **"to be finalized prior to IOC"** of this contract. The availability of maximum Award Fee dollars, with respect to the evaluation periods is as follows: **TBD**

Period No. Dates		Award Fee	e Available	Award Fee Earned		
1 2 n	((()))	\$[\$[\$[]]]	\$[\$[\$[]]]
тот	AL:		\$[1	\$[1

(c) A provisional/interim fee payment, equivalent to percent of the allowable price incurred, is authorized for payment under this contract. Payment and/or adjustment of such provisional/interim fee, to reflect the actual fee earned/awarded during any given evaluation period, shall be made in accordance with the procedures and under the terms and conditions described under the clause entitled "Provisional Fee Payment and Adjustment

B-2. Incorporation of Award Fee Plan (OCT 2003)

The parties hereto agree that the fee payable under this contract shall be established in accordance with the award fee plan attached hereto and made a part hereof.

B-3. Scope of Contract (Statement of Work) (OCT 2003)

The Contractor shall, in accordance with the terms and conditions set forth hereafter, furnish the necessary qualified personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) and do all things necessary and incident to completion of the contractual effort in accordance with the Section C, Statement of Work (SOW).

Limitation of Funds - Fixed-Price Contract (JAN 2004) (CLIN 004, if exercised)

(a) This firm-fixed-price contract is incrementally funded. The sum of **\$TBD** (when Option CLIN 004 is **exercised**) is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule: **TBD**

On execution of contract	\$*	
(month) (day), 200x	\$ **	
(month) (day), 200x	\$ **	
(month) (day), 200x	\$ **	

B-4.

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(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government". As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government",

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government".

** To be inserted after negotiation.

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B-5. Allotted Contract Funding (JAN 2004) (CLIN 001)(CLIN 002 & CLIN 003, if exercised)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted:			
Period:	05 Jun 2006 thr	ouah 30 Septembe	r 2006

B-6. Limited-Time Option

The parties agree that the Government may exercise, as a priced option, performance as set forth in the _______proposal. This option, which expires 120 days from contract start, is at the cost of ______for all CLINs, or the delta between the 23 May 2006 proposal (awarded) and the 08 May 2006 proposal (B-6 option). If exercised within 60 days of contract start, the delivery dates remain unchanged as proposed based upon a 01 June 2006 contract start. After 60 days, the delivery dates will be adjusted with a day-for-day slip from the day the option is exercised and 01 June 2006.

19935	1 Mandadore (1915 die 1996 and 1996	
CLIN001	05 Jun 06 to 31 May 09	CPAF
Corrected	Pertura Ct Childrennen er	
CLIN002A	01 Jun 09 to 31 May 10	CPAF/LOE
CLIN002B	01 Jun 10 to 31 May 11	CPAF/LOE
CLIN002C	01 Jun 11 to 31 May 12	CPAF/LOE
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CLIN003A	01 Jun 07 to 31 May 08	CPAF
CLIN003B	01 Jun 08 to 31 May 09	CPAF
	· ·	
	Conversion Providences	
CLIN004A	01 Jun 09 to 31 May 10	FPAF
CLIN004B	01 Jun 10 to 31 May 11	FPAF
CLIN004C	01 Jun 11 to 31 May 12	FPAF

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E-3.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1. Statement of Work (OCT 2003)

The Sponsor's Statement of Work entitled **"FBIS Large Scale Internet Exploitation (LSIE)"** dated **02 December 2005**, which is incorporated by reference or attached hereto, is made a part of this contract.

SECTION D - PACKAGING AND MARKING

N/A

SECTION E - INSPECTION AND ACCEPTANCE

E-1. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

- 52.246-2 Inspection of Supplies Fixed-Price. AUG 1996
- 52.246-3 Inspection of Supplies Cost-Reimbursement. MAY 2001
- 52.246-4 Inspection of Services Fixed-Price. AUG 1996
- 52.246-5 Inspection of Services Cost-Reimbursement. APR 1984
- E-2. Testing Related to Electronic Communication Equipment (APR 1984)

The Contractor understands and agrees that any testing plan or activity related to electronic communications equipment developed, produced, or used under this contract will require approval of the Contracting Officer to ensure compliance with provisions of Executive Order 12333 and Attorney General-approved implementing procedures. If such testing is contemplated under this contract, Contractor must communicate with the Contracting Officer or a designated customer representative as early as possible for specific information and guidance concerning approved Executive Order procedures. Prior to receipt of approval, the Contractor will not engage in any such testing which may, in any way, involve the collection of the contents of nonpublic communications of individuals without their consent.

Inspection and Acceptance at Destination (MAR 2004)

Final inspection and acceptance of work accomplished, services provided and/or items produced or deliverable under this contract shall be performed at destination by cognizant Government personnel.

E-4. Inspection and Acceptance Test Procedures (APR 1984)

The inspection or acceptance of work accomplished and/or items produced or deliverable under this contract shall be performed in accordance with the procedures and prerequisites established under the Inspection and Acceptance Test Procedures developed by the Contractor and approved by the Government for application under the contract provision entitled "Inspection and Acceptance."

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SECTION F - DELIVERIES OR PERFORMANCE

F-1. 52.252-2 Clauses incorporated by Reference. (FEB 1998)

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

52.242-15 Stop-Work Order. (AUG 1989) - Alternate I APR 1984

F-2. Late Delivery (AUG 1996)

When the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, it shall immediately notify the Contracting Office in writing giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or any rights or remedies provided by law or under this contract.

F-3. Period of Performance (AUG 1996)

The period of performance of this contract shall be from 05 June 2006 to 31 May 2009.

This contract contains a three-year base period and several option periods:

Exercised	Period of Performance	Туре	Scope
CLIN001	05 Jun 06 to 31 May 09	CPAF	Development Work
Options	Period of Performance	Туре	Scope
CLIN002A	01 Jun 09 to 31 May 10	CPAF/LOE	Engineering Studies
CLIN002B	01 Jun 10 to 31 May 11	CPAF/LOE	Engineering Studies
CLIN002C	01 Jun 11 to 31 May 12	CPAF/LOE	Engineering Studies
CLIN003A	01 Jun 07 to 31 May 08	CPAF	Operations & Maintenance
CLIN003B	01 Jun 08 to 31 May 09	CPAF	Operations & Maintenance
CLIN004A	01 Jun 09 to 31 May 10	FPAF	Operations & Maintenance
CLIN004B	01 Jun 10 to 31 May 11	FPAF	Operations & Maintenance
CLIN004C	01 Jun 11 to 31 May 12	FPAF	Operations & Maintenance

F-4.

Place of Performance (AUG 1996)

The principal place of performance under this contract shall be the Contractor's facilities located at

F-5.

Contract Status Report (DEC 2001) (Modified)

Monthly contract status reports shall be submitted in 5 copies to the Contracting Officer not later than 15 calendar days after the close of the month covered by the report. Such report shall be in the format of the Monthly Contract Status Report exemplar. Failure to submit this report will result in delay in payment of involces.

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F-6. Protected Shipment (MAR 2004)

(a) In the event any material or items are, or may later become, SECRET or CONFIDENTIAL, and when the size or weight of such material or items classified SECRET or CONFIDENTIAL makes shipment by registered mail impractical, commercial shipment shall be made as directed by the Contracting Officer. The Contractor must securely crate and band the material; and, before shipment, the Contractor shall advise the Contracting Officer of:

- (1) The date the material shall be shipped;
- (2) The approximate date of arrival; and
- (3) The approximate weight, size, and number of cartons.

(b) Bulk shipments of TOP SECRET material shall be made only after the Contractor notifies the Contracting Officer that the material is ready for shipment and requests specific instructions regarding such shipment.

F-7. Shipping Instructions - COTR Directed (AUG 1996)

Deliverable reports and data submissions shall be delivered in accordance with instructions to be provided by the Contracting Officer's Technical Representative (COTR).

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SECTION G - CONTRACT ADMINISTRATION DATA

G-1. Settlement - Cost Type Contracts (APR 2006)(CLIN 001)(CLIN 002 & CLIN 003, if exercised)

Upon completion of the subject contract, the Contractor shall submit the following documents:

(a) Level-of-Effort Certification (if applicable, breakdown by labor category and hours expensed) (One copy required)

(b) Electronic Funds Transfer Information (EFT) - The submission of this information is required to keep our payment database current. (One copy required)

(c) Final Property Closeout Statement (Government Furnished Property (GFP) and Contractor Acquired Property (CAP) (One copy required)

(d) Final Patent and Royalty Statement (in accordance with FAR 52.227-11, 52.227-12, and 52.227-13, as appropriate) (One copy required)

(e) Final Invoice or Voucher (also referred to as Final Cumulative Claim and Reconciliation [FCCR]). Once final annual indirect expense rates have been established or the contractor wishes to use approved quick-close rates, Contractor shall submit a "FINAL" invoice or voucher. The receipt of an invoice marked "FINAL" shall initiate the settlement of this contract. This "FINAL" invoice is not to be transmitted via electronic submission, but must be submitted in hard copy to the address listed below. (One copy required)

One set of closeout documentation (a), (b), (c), and (d) shall be mailed, postage prepaid, to the Contracting Officer at the address on page 1 of this contract.

One complete set of closeout documentation shall be mailed, postage prepaid, to:

Contract Settlements Washington, DC 20505

If you have any questions in regard to the closeout procedure, please contact the settlements office directly.

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G-2. Settlement - Fixed Price Services (APR 2006) (CLIN 004, if exercised)

Upon completion of the subject contract, the Contractor shall submit the following documents:

(a) Level-of-Effort Certification (if applicable, breakdown by labor category and hours expensed) (One copy required)

(b) Electronic Funds Transfer Information (EFT) - The submission of this information is required to keep our payment database current. (One copy required)

(c) Final Property Closeout Statement (Government Furnished Property (GFP) and Contractor Acquired Property (CAP) (One copy required)

(d) Final Patent and Royalty Statement (in accordance with FAR 52.227-11, 52.227-12, and 52.227-13, as appropriate) (One copy required)

One complete set of closeout documentation shall be mailed, postage prepaid, to the Contracting Officer at the address on page 1 of this contract.

If you have any questions in regard to the closeout procedure, please contact the Contracting Officer.

G-3. Billing Cycle (JAN 2004)

Pursuant to the "Electronic Submission of Payment Requests" clause, the Government will issue payment only after services have been rendered. Consequently, Contractors shall submit invoices in arrears and no more frequently than monthly.

G-4. - Submission of Invoices (JAN 2004)

Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, Contractors shall not submit invoices or requests for contract interim payment more often than once a month.

G-5. ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2006)

(a) Definitions. As used in this clause-

(1) "Contract financing payment" and "invoice payment" have the meanings given in FAR section 32.001.

(2) "Electronic form" means using the Agency's Web Invoicing System (WInS) to transmit information electronically from the Contractor to the internal contract management system. The Agency does not consider facsimile, e-mail, and scanned documents electronic forms.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under a contract.

(b) Except as provided in paragraphs (c) and (e) of this clause, the Contractor shall submit payment requests using the Agency's Web Invoicing System (WInS). If the Contractor is not registered in WInS, the Contractor shall call the Vendor Service Center on _______ within two weeks of contract award to register. Items needed to facilitate registration include: a valid contract number and the name, phone number, and e-mail address for the Contractor's point of contact. The Contractor may make inquiries regarding invoices to the payment office on _______.

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(c) If the Contractor is unable to submit a payment request in electronic form, or the Agency is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.
(e) The Contractor shall submit the final invoice or voucher for cost reimbursement contracts in accordance with the "Settlement – Cost Type Contracts" clause of this contract.

G-6. Authority and Designation of a Contracting Officer's Technical Representative (COTR) (MAR 2004)

(a) Authority: Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or a designated Contracting Officer's Technical Representative (COTR). As used herein, "technical guidance" is restricted to scientific, engineering or other technical field-ofdiscipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the contract. In addition, and unless specified elsewhere in this contract, the authority of the designated COTR is specifically limited to the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if cost-reimbursement), schedule, and technical requirements of the contract.

(b) Designation: The individual(s) identified below is/are authorized access to all information concerning this contract during the life of the contract unless this authorization is reassigned by an administrative change to the contract:

Name	Telephone No.
	······································
Alternate Name	Telephone No.

(c) Notification: The Contracting Officer is the only representative of the Government authorized to negotiate, enter into, modify or take any other action with respect to this contract. Therefore, no other employee or representative of the Government has the authority to initiate a course of action which may alter the terms or conditions of this contract. All revisions to specifications, requirements or informal commitments that may involve a change in either the total cost/price, scope, delivery schedule, or legal aspects of this contract must be done by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by Government personnel (other than the Contracting Officer) imply a commitment on the part of the Government that would affect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval before proceeding. Otherwise, the Contractor proceeds at its own risk.

G-7. Novation/Change-of-Name Notification Requirement (MAR 2004)

(a) For the purposes of this contract, any transfer of the contractor's assets to a third party, or change to the contractor's name, that fall under FAR 42.12, will be processed in a centralized manner by the staff at the following address:

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Washington, DC 20505

(b) Until the settlement of this contract is completed, the Contractor shall provide written notification to this staff via facsimile within (30) thirty days of any fore-mentioned changes. Along with details of the change, your notification shall provide a point of contact name, title, clearance level, and phone and fax numbers.

(c) After receiving this notification, your designee will receive a letter with instructions to assist in the preparation of the novation/change-of-name package. Our organization will typically recognize Other Government Agency (OGA) Agreements; however, we have unique security requirements that must be addressed before formally accepting these agreements.

(d) You are reminded that you must continue to invoice under your former name on existing contracts until this Agency accepts your novation and/or change-of-name agreement by issuance of a letter recognizing the agreement. In addition, you are NOT authorized to request changes to your banking information to recognize a successor company on existing contracts until this Agency accepts your novation and/or change-of-name agreement. Any delays in submitting the required information may impact your ability to invoice.

(e) A submission of a novation or name change agreement does not guarantee approval by this organization and if a change is deemed unacceptable, the contractor will remain under contractual obligation to perform. The contract may be terminated for reasons of default should the contractor not perform.

G-8. Government Property (NOV 2005)

(a) *General*: The contractor shall maintain adequate property control procedures, records, and a system of identification of all Government property accountable to this contract in accordance with FAR Part 45 and the applicable Government Property clause incorporated by reference in Section I. The contractor must include this clause in all subcontracts that utilize Government property.

(b) Government Property Administrator. The Contracting Officer has delegated property administration authority to the Agency Property Administrator.

(c) Contractor Property Representative: The contractor shall provide written notification of the name, address, and telephone number of the contractor's designated property representative responsible for establishing and maintaining control of Government property under this contract to the Agency Property Administrator at the address indicated below within thirty (30) days after receipt of this contract.

Contract Se	ttlem	ent	
Washington	DC	20505	

If the contractor's Property Representative changes, the contractor must notify the Government Property Administrator of the change within 30 days.

(d) Government Property List: The Government shall deliver to the contractor the property identified in the Section J attachment entitled "Government Property Report" for use in the performance of this contract on a no-charge-for-use basis. The contractor may use Government property in their possession, which is accountable to other Agency contract(s), if the Contracting Officer(s) of the other contract(s) provides written authorization of their approval for use on a rent-free, non-interference basis.

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(e) *Financial Reporting - General*: The Government must account for and report assets in accordance with 31 U.S.C. 3512 and 31 U.S.C. 3515, Federal Accounting Standards, and Office of Management and Budget (OMB) instructions. Since contractors maintain the official records for Government assets in their possession, the Government must periodically obtain data from those records to complete its financial reports. Changes in Federal Accounting Standards and OMB reporting requirements may occur from year to year, requiring contractor submission of supplemental information. The specific Statements of Federal Financial Accounting Standards (SFFAS) to be used for property records are SFFAS No. 3 "Accounting for Inventory and Related Property and Materials", SFFAS No. 6, "Accounting for Property, Plant and Equipment", and "SFFAS No. 11, "Amendments to PP&E: Definitions" issued by the Federal Accounting Standards Advisory Board.

(f) Financial Reports: To assist the Government with these requirements, the contractor's property control system shall report the total acquisition cost of Government property for which the contractor is accountable under this contract, including Government property as defined in FAR 45.101. The contracting officer will provide the total acquisition cost for all property furnished to the contractor by the Government in the Section J attachment entitled "Government Property Report". The contractor shall submit Quarterly and Annual Government Property Reports to the Government Property Administrator in accordance with the detailed instructions set forth in the Section J attachment entitled "Reporting Requirements for Government Property" to provide periodic updates to the list of property accountable to this contract and to provide information on contractor acquired property. The contractor shall also submit a Property Disposition Report with its Quarterly and Annual Reports to identify deletions from contract property records associated with this contract. The Quarterly, Annual, and Disposition Reports shall be considered updates to the Section J attachment entitled "Government Property Report". In addition, the contractor shall submit a Final Disposition Report within 30 days after disposition of all property accountable to this contract. Failure to provide required reports may result in termination of this contract. suspension of payment by the Government until required reporting is received, or other action as deemed appropriate by the Contracting Officer.

(g) Documentation Required to Support Contractor Acquired Property Items: The contractor shall furnish the Government Property Administrator a copy of all documentation to support the reported acquisition cost and acquisition date for all contractor acquired property valued at \$50,000 and above within thirty (30) days of delivery by the vendor to the contractor. All contractor acquired property purchases since the last submitted report must be reported on the next Quarterly Report.

(h) Form 5025 - Annual Government Property Report: After completing the Annual Government Property Report, the contractor shall submit the completed inventory to the COTR for validation and verification. The contractor shall receive a signed copy of the inventory back from the COTR. This will be verified during an audit conducted by the Government Property Administrator. The contractor shall also submit a signed copy of the Form 5025 - Annual Government Property Report along with the required Report attachments to the Government Property Administrator in accordance with the instructions in the Section J attachment entitled "Reporting Requirements for Government Property".

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Page to 013			
	Section H - SPEcial Co	Nincol According (DEC 2002)	
H-1. Anyone who a performance Inspector Ger	suspects fraud, waste, and Abuse - one of this contract by either Government or neral, Investigations Staff, at phone num	spect of the acquisition process or dur Contractor personnel should contact to ber (703) 874-2600.	ing he Office of
H-2.			
H-3.	Security Requirements - Gener	ral (SEP 2004)	

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H-5. Non-Publicity (DEC 2003)

(a) The Contractor shall not use or allow to be used any aspect of this solicitation and/or contract for publicity. "Publicity" means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television etc.), communications with the media, marketing, or a reference for new business. This shall include, but is not limited to, the use of the terms or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in public employment advertisements.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in each subcontract issued under this contract.

H-6. Request for Clause Waiver Due to Security Requirements (JUL 1997)

When the Contractor, in performance of the work under this contract, finds the requirements of any of the clauses in this contract to be in conflict with security instructions, the Contractor shall call such conflict to the attention of the Contracting Officer and/or COSR. The Contracting Officer may issue a waiver in writing to:

(a) modify or rescind such security requirements, or

(b) waive compliance with such security requirements.

H-7. Foreign Ownership, Control, or Influence (SEP 2002)

(a) Notwithstanding the provisions of Section 3 of the NISPOM, the Government intends to secure services or equipment from firms which are not under foreign ownership, control, or influence (FOCI) or where any FOCI may, in the opinion of the Government, adversely impact on security requirements. Notwithstanding the limitation on contracting with an Offeror under FOCI, the Government reserves the right to contract with such Offerors under appropriate arrangements, when it determines that such contracts will be in the best interest of the Government.

(b) Accordingly, all Offerors responding to this RFP or initiating performance of a contract are required to submit a Standard Form (SF) 328, Certificate Pertaining to Foreign Interests (or update a previously submitted SF328), and a Key Management Personnel List (KMPL) with their proposal or prior to contract performance, as appropriate. All SF328s and KMPLs shall be executed at the parent level of an organization. However, the Government reserves the right to request a separate SF328 and KMPL at the level of the company negotilating a contract with the Government, when desired. Offerors are also required to request, collect, and forward to the Government Offeror's the SF328 from all Subcontractors undertaking classified work under the direction and control. Offerors are responsible for the thoroughness and completeness of each Subcontractor's SF328 submission. SF328 entries should specify, where necessary, the identity, nature, degree, and impact of any FOCI on their organization or activities, or the organization or activities of a subcontractor. Additionally, a KMPL must be submitted with each SF328 which identifies senior management by name, position, social security number, date/place of birth, and citizenship status.

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(c) The Contractor shall, in any case in which it believes that foreign influence exists or is being sought over its affairs, or the affairs of any Subcontractor, promptly notify the Contracting Officer of all the pertinent facts, even if such influence is not exerted to the degree specified in the NISPOM.

(d) The Contractor shall provide an updated SF328 and KMPL no later than five years from the date as certified on the last submitted SF328. The Contractor shall also promptly disclose to the Contracting Officer any information pertaining to any interest of a FOCI nature in the Contractor or Subcontractor that has developed at any time during the contract's duration or has subsequently come to the Contractor's attention. An updated SF328 is required of the Contractor or any Subcontractor whenever there is a change in response to any of the 10 questions on the SF328.

(e) The Contractor is responsible for initiating the submission of the SF328 and KMP for all Subcontractors undertaking classified work during the entire period of performance of the contract.

H-8. Security Requirements - Software Certification (JUN 1998)

(a) The contractor certifies that it will undertake to ensure that any software to be provided or any Government Furnished Software to be returned, under this contract will be provided or returned free from computer virus, which could damage, destroy, or maliciously alter software, firmware, or hardware, or which could reveal to unauthorized persons any data or other information accessed through or processed by the software.

(b) The contractor shall immediately inform the Contracting Officer when it has a reasonable suspicion that any software provided or returned, to be provided or returned, or associated with the production may cause the harm described in paragraph (a) above.

(c) If the contractor intends to include in the delivered software any computer code not essential to the contractual requirement, this shall be explained in full detail to the Contracting Officer and Contracting Officer's Technical Representative (COTR).

(d) The contractor acknowledges its duty to exercise reasonable care, to include the following, in the course of contract performance:

(1) using on a regular basis current versions of commercially available anti-virus software to guard against computer viruses when introducing maintenance, diagnostic, or other software into computers; and

(2) prohibiting the use of non-contract related software on computers, especially from unknown or unreliable sources.

H-9. Security Requirements - Program (SEP 2002)

The Contractor shall maintain an overall Security Program in accordance with the requirements of the **National Industrial Security Program Operating Manual** dated **January 1995** which is hereby incorporated by reference and made a part hereof. All automated information systems utilized to process project information will be operated in accordance with the requirements of the National Industrial Security Program Operating Manual Supplement dated February 1995, its successor documents; or Director of Central Intelligence Directive (DCID) 6/3. Revisions to these documents, when published, will be provided to the Contractor and will become a part hereof upon such issuance.

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H-10. Personal Conduct (JUL 1997)

(a) The Contractor and its employees shall comply with the conduct requirements in effect at the Government's work site. The Government reserves the right to exclude or remove from the site any employee of the Contractor or of a subcontractor whom the Government deems careless, uncooperative, or whose continued employment on the work is deemed by the Government to be contrary to the public interest.

(b) The Contractor shall inform its employees that the Agency has a zero tolerance policy for harassing behavior and that it shall not be tolerated. Any Contractor employee who is found to be culpable in incidents of harassment shall be immediately escorted from the premises and denied further access. This policy creates a greater burden upon the conduct of Contractor employees. The Contractor shall emphasize this fact to its employees.

(c) Exclusion under the circumstances described in this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

H-11. Notification of Issuance of Classified Subcontracts (JAN 2006)

(a) The contractor shall provide to the Contracting Officer written notice of all subcontracts issued hereunder wherein any aspect of the subcontract (work, reports, hardware, and/or if the subcontractor has a need to know the association between the Agency and the prime contractor) is classified using the "Subcontractor Notification Form". This form can be obtained from the Contracting Officer. The notice shall include (1) the name and address of the subcontractor(s), (2) a description of the supplies or services that are being acquired pursuant to the subcontract, and (3) a SF328 and KMPL on the subcontractor's parent organization as required by clause_______ of this contract. Such notice shall be provided to the Contracting Officer within 14 days of entering into such subcontracts.

(b) For the purpose of this clause, subcontract means a contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(c) The contractor's obligations under this clause are in addition to any other provision of this contract, if any, relating to subcontracting. The contractor is responsible for ensuring that all subcontractors having access to classified information must have the necessary Agency clearances.

(d) The contractor shall include a similar requirement in each subcontract issued under this contract wherein any aspect of the subcontract is classified. Subcontractors shall submit notices through the prime contractor to the Contracting Officer as described in paragraph (a) above.

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H-12. _____ Reporting and Training Requirements for _____ Approved Contractor Personnel (APR 2006)

The Industrial Contractor who has staff-like ______access has the following mandatory reporting and training requirements:

(a) Financial Disclosure. A Financial Disclosure Form must be completed by the cleared individual within 30 days of approval date and then every two years depending upon their last name in accordance with Agency direction.

(b) Foreign Contacts. All unofficial foreign contacts must be reported in accordance with Agency Regulation Unofficial Contact with Foreign Nationals.

(c) Foreign Travel. All personal foreign travel must be reported in accordance with Agency Regulation Personal Foreign Travel.

(d) All contractors with access to Agency Information Systems must complete annual Infosec training.

(e)	The contractor shall attend the Sponsor's next available	•
	briefing unless s/he has attended a	briefing within
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the past five calendar years.

H-13.

Prohibition Against Recruiting in Agency Facilities (AUG 2004)

(a) The Contractor shall inform its employees and subcontractors that they are not permitted to engage in employment recruitment while in any facility controlled by the Agency or to use Agency communications systems (e.g. cable and computer systems) and nonpublic information in connection with recruitment without written approval of the Contracting Officer. For purposes of this clause, recruitment refers to discussions of future employment with the contractor or subcontractor initiated by an employee of the contractor; distribution of employment forms or other employment paperwork, or similar activities directed towards obtaining the employment of an Agency employee by the contractor or subcontractor. Any Contractor or subcontractor employee who violates this policy may be denied further access to Agency facilities and systems. The Contractor shall emphasize this fact to its employees and subcontractors and shall include the substance of this clause in each subcontract issued under this contract.

(b) The prohibition set forth in paragraph (a) above does not apply to the recruitment of Agency personnel enrolled in the Agency's Career Transition Program. The prohibition also does not apply to the recruitment of Agency personnel for part-time work that does not conflict or interfere with Agency personnel's employment with the Agency, provided Contracting Officer approval has been obtained consistent with paragraph (a) above.

(c) Exclusion under the circumstances described in paragraph (a) of this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

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H-14. Incorporation of Section K Representations, Certifications, and Other Statements of Offerors or Respondents (OCT 2003)

SECTION K which has been completed and submitted with Contractor's proposal dated **23 May 2006** is incorporated herein by reference and made a part of this contract.

H-15. Order of Precedence (OCT 2003)

(a) Any inconsistency in this contractual document (inclusive of documents, provisions or exhibits referenced herein or attached hereto) shall be resolved by giving precedence in the following order:

(1) The Schedule (excluding the SOW and specifications)

- (2) Attachment A Incentive and Award Fee Plan (if applicable)
- (3) Statement of Work

(4) Other provisions of the contract when attached or incorporated by reference

(5) Specifications

(6) Technical Provisions of the Contractor's Proposal(s) dated 23 May 2006.

(b) If a conflict or inconsistency arises out of any of the contract elements listed above, the Contractor shall notify the Contracting Officer of the conflict or inconsistency for final and unilateral resolution. Under no circumstances will such conflicts or inconsistencies result in increases to target cost, fee, award fee or schedule extensions.

H-16. Key Personnel (AUG 1996)

(a) The Contractor shall identify the key technical, management and administrative personnel to be assigned to work under this contract:

Name

Title

(b) The personnel specified above are considered to be essential to the work performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall provide advance notification of at least thirty (30) calendar days to the Contracting Officer and shall submit resumes of the proposed substitutes in sufficient detail to permit evaluation of the impact on the program. No diversion from the above procedure shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

H-17.

Provisional Fee Payment and Adjustment (OCT 2003)

Provisional/Interim billing and payment of fee, equivalent to percent of allowable costs incurred, is authorized. Adjustment of such provisional fee payments, to reflect and account for the actual fee

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earned/awarded (Award Fee) for the period evaluated, shall be made in accordance with the following criteria:

(1) Underpayment of Fee: If the cumulative amount of Provisional Fee payments made during the applicable evaluation/billing period is less than the fee awarded/earned (Award Fee) for that same period, the Contractor shall submit a separate invoice for and the Government shall remit payment of the balance of fee to be paid under the terms of the Award Fee Provisions of this contract.

(2) Overpayment of Fee: If the cumulative amount of Provisional Fee payments made during the applicable evaluation/billing period is in excess of the fee awarded/earned (Award Fee) for the same period, the Government shall deduct/offset the payment of Provisional Fee and costs incurred from subsequent invoices (i.e. such deductions/offsets shall be applied to both Provisional Fee and, if necessary, costs incurred). To assist the Government in this regard, the Contractor is requested to reflect such adjustments on subsequent invoices.

(3) Provisional Fee Payment Ceiling: Notwithstanding any other provisions contained herein, the Government shall not be obligated to make Provisional Fee payments in excess of the Award Fee available for the given evaluation/billing period.

H-18.

Payment of Contractor Travel (JAN 2004)

(a) Travel costs incurred under this contract are allowable subject to the limitations contained in Federal Acquisition Regulation (FAR) 31.205-46.

(b) There are some circumstances under which the contractor must obtain approval from the Contracting Officer prior to undertaking travel. They are—

- (1) When travel is in excess of a predetermined travel allocation;
- (2) When the contractor has doubt about whether a cost is allowable; and
- (3) When foreign travel is involved.
- H-19.

Contractor Performance Evaluation (MAR 2004)

(a) In accordance with FAR 42.15, and as otherwise provided by this contract, the Contractor's performance under this contract shall be subject to evaluation as follows:

(1) Final evaluation shall be conducted for all contracts after completion of contract performance; and

(2) Interim evaluations may be conducted at the government's discretion.

(b) Past performance evaluation reports shall be retained by the Government to provide source selection information for a period not to exceed three years after contract completion. In accordance with FAR 9.105, the Contracting Officer shall also consider relevant past performance information when making responsibility determinations.

(c) The Contracting Officer shall provide appropriate extracted information from the completed interim (if applicable) and final reports to the Contractor as soon as practicable after completion of the report. The Contractor shall have a maximum of 30 calendar days after the date of the letter forwarding the information to submit written comments, rebutting statements, or additional information. The Government will consider rebuttals and other information provided by the Contractor and will render a final determination regarding the contractor's performance during that period of the evaluation.

(d) The performance evaluation conducted pursuant to this clause shall be separate from the award fee determination(s) rendered under the terms of this contract.

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	L-3 Communications
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H-20.

Past Performance Information - Referencing Agency Contracts (MAR 2004)

This contract may be listed as a reference for past performance purposes only in offers submitted to agencies and organizations within the Intelligence Community, provided the Contractor requests and receives the written approval of the Contracting Officer in advance. Failure to comply with this requirement may result in the Agency being unable to respond to a reference request and may also result in a termination for default.

H-21. Changes Requiring No Equitable Adjustment (MAR 2004)

(a) Purpose. The purpose of this paragraph is to establish a procedure whereby one contractual modification will be used both to direct a change pursuant to the "Changes" clause of this contract and to settle any question of equitable adjustments that might arise. This procedure shall apply only to those changes that will have no effect on the contract price, delivery schedule, or other provisions of the contract.

(b) Procedure. When a change under the "Changes" clause is proposed, and both parties agree that the proposed change will not require any equitable adjustment, the Contracting Officer shall issue a bilateral modification authorizing the change that clearly states the change has no effect on either the contract price/cost plus fee, or period of performance/delivery date. The Contractor's signature on the modification shall constitute acceptance of the Government's offer, shall be binding on both parties, and shall constitute a full, complete, and final settlement for the change so directed.

H-22. Limitation of Working Groups (MAR 2004)

Technical guidance provided at meetings of Working Groups established by the Government and/or construed from the minutes of such meetings shall not constitute authorization for the Contractor to alter the scope of this contract. Only the Contracting Officer may give such direction in writing through the "Changes" clause of the contract.

H-23. Engineering Change Proposals (MAR 2004)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the general scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the Contracting Officer's instructions.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" cost or price or a "not less than" cost or price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) A change proposal accepted in accordance with the Changes clause of the contract shall not be considered an authorization to the contractor to exceed the estimated cost in the contract schedule, unless the estimated cost is increased by the change order or other contract modification.

(d) When the cost or price of the engineering change is \$550,000 or more, the Contractor shall submit

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and,

(2) At the time of agreement on cost or price, a signed Certificate of Current Cost or Pricing Data.

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H-24. Authorization and Consent (Special)

Pursuant to 28 USC 1498(b), the Government authorizes and consents to all use of any works protected by the copyright laws of the US in performing this contract in accordance with its requirements. In the event a copyright infringement claim is brought against the contractor in connection with performance of this contract, and to the extent that the referenced statute is applicable to the copyright infringement claim, the Government agrees that the exclusive action by an copyright owner is an action by such owner in the Court of Federal Claims against the United States. In the event such a claim is brought against the contractor or in any other United States court, the Agency understands that the contractor shall be entitled to assert 28 USC 1498(b) as an affirmative defense. In such a case, the Agency agrees to request that the Department of Justice assist the contractor in asserting such a defense. Alternatively, the Government may seek transfer of the case to the Court of Federal Claims with the United States substituted as the defendant in the case. In such case, the contractor agrees to cooperate with and provide reasonable assistance to the Government in defending against the claim.

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SECTION I - CONTRACT CLAUSES

I-1, 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

- 52.202-1 Definitions, JUL 2004
- 52.203-3 Gratuities. APR 1984
- 52.203-5 Covenant Against Contingent Fees. APR 1984
- 52.203-6 Restrictions on Subcontractor Sales to the Government. JUL 1995
- 52.203-7 Anti-Kickback Procedures. JUL 1995

52,203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. JAN 1997

- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. JAN 1997
- 52,203-12 Limitation on Payments to Influence Certain Federal Transactions. JUN 2003
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper. AUG 2000
- 52.209.6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. JAN 2005
- 52.215-10 Price Reduction for Defective Cost or Pricing Data. OCT 1997
- 52.215-12 Subcontractor Cost or Pricing Data. OCT 1997
- 52.215-15 Pension Adjustments and Asset Reversions. OCT 2004
- 52,215-17 Waiver of Facilities Capital Cost of Money. OCT 1997

52.215.18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. JUL 2005

- 52.217-8 Option to Extend Services. NOV 1999
- 52.222-1 Notice to the Government of Labor Disputes. FEB 1997
- 52.222-3 Convict Labor. JUN 2003
- 52.222-21 Prohibition of Segregated Facilities. FEB 1999
- 52.222-26 Equal Opportunity. APR 2002
- 52.222-29 Notification of Visa Denial. JUN 2003
- 52.222.35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. DEC 2001
- 52,222-36 Affirmative Action for Workers with Disabilities. JUN 1998
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. DEC 2001
- 52.223-6 Drug-Free Workplace. MAY 2001
- 52.223-14 Toxic Chemical Release Reporting. AUG 2003
- 52.225-13 Restrictions on Certain Foreign Purchases. MAR 2005
- 52.227-1 Authorization and Consent. JUL 1995
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. AUG 1996
- 52.227-3 Patent Indemnity. APR 1984
- 52.227-14 Rights in Data General. JUN 1987
- 52.227-19 Commercial Computer Software Restricted Rights. JUN 1987
- 52.228-7 Insurance Liability to Third Persons. MAR 1996
- 52.230-2 Cost Accounting Standards. APR 1998
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices. APR 1998
- 52,230-6 Administration of Cost Accounting Standards. APR 2005
- 52,232-1 Payments. APR 1984
- 52.232-17 Interest. JUN 1996
- 52.232-22 Limitation of Funds. APR 1984

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52.232-25	Prompt payment. OCT 2003
52.233-1	Disputes. JUL 2002
52.233-3	Protest after Award. AUG 1996
52.233-3	Protest after Award, (AUG 1996) - Alternate JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim. OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation. APR 1
52.242-1	Notice of Intent to Disallow Costs. APR 1984
52.242-13	Bankruptcy. JUL 1995
52.243-1	Changes - Fixed-Price. AUG 1987
52.243-2	Changes - Cost-Reimbursement. (AUG 1987) - Alternate I APR 1984
52.246-25	Limitation of Liability - Services. FEB 1997
52.247-63	Preference for U.SFlag Air Carriers. (JUN 2003
52.248-1	Value Engineering. (FEB 2000) - Alternate III APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price). MAY 2004
52.249-6	Termination (Cost-Reimbursement). MAY 2004
52.249-8	Default (Fixed-Price Supply and Service). APR 1984
52.249-14	Excusable Delays. APR 1984

Government Supply Sources. **APR 1984** 52.251-1

I-2. 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the end date for the period for performance currently under contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

APR 1984

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 72 months.

I-3. 52.222-2 Payment for Overtime Premiums. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0 or the overtime premium is paid for work -

I-4. 52.232-34 Payment by Electronic Funds Transfer - Other than Central Contractor Registration. (MAY 1999)

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

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I-5. 52.243-7 Notification of Changes. (APR 1984)

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within **15 calendar days** from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state -

(d) Government response. The Contracting Officer shall promptly, within **15** calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either -

I-6. 52.244-5 Competition in Subcontracting. (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

I-7. 52.244-6 Subcontracts for Commercial Items. (DEC 2004)

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

"Commercial Item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions,

"Subcontract" Includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

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(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I-8. Compliance With the Constitution and Statutes of the United States (AUG 1996)

Nothing in this contract shall be construed to authorize any activity in violation of the Constitution or Statutes of the United States.

I-9. Organizational Conflicts Of Interest: General (JUL 2003)

(a) The contractor warrants that, to the best of its knowledge and belief, there are no relevant facts that could give rise to Organizational Conflicts of Interest, as defined in FAR 9.501. Or, alternatively, the contractor warrants that it has disclosed all relevant information regarding any actual or potential organizational conflict of interest.

(b) The contractor agrees that if an organizational conflict of interest with respect to this contract is discovered during its performance, an immediate and full disclosure in writing shall be made to the Contracting Officer. Such notification shall include a description of the action the contractor has taken or proposes to take to avoid, neutralize or mitigate such conflicts. The contractor shall continue performance until notified by the Contracting Officer of any contrary actions to be taken. The Government may, however, terminate the contract for its convenience if it deems such termination to be in the best interest of the Government.

(c) If the contractor was aware of an organizational conflict of interest before award of this contract and did not fully disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The contractor shall insert a clause containing all the terms and conditions of this clause in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "contract", "contractor", and "contracting officer" modified appropriately to preserve the Government's rights.

(e) Before a contract modification is made that adds new work or significantly increases the period of performance, the contractor shall agree to submit either an organizational conflict of interest disclosure or representation or an update of a previously submitted disclosure or representation, if requested by the Government.

(f) Contractor further agrees that Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications as Government deems appropriate.

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I-10.

Protection Of Information (JUL 2003)

(a) It is the Government's intent to ensure proper handling of sensitive planning, budgetary, acquisition, and contracting information that will be provided to, or developed by, the contractor during contract performance. It is also the Government's intent to protect the proprietary rights of industrial contractors whose data the contractor may receive in fulfilling its contractual commitments hereunder.

(b) Accordingly, the contractor agrees that it will not disclose, divulge, discuss, or otherwise reveal information to anyone or any organization not authorized access to such information without the express written approval of the Contracting Officer. The contractor shall require that each of its employees assigned to work under this contract, and each subcontractor and its employees assigned to work on subcontracts issued hereunder, execute nondisclosure agreements acknowledging the above restrictions before providing them access to such information. The contractor shall also require all future company employees, subcontractors, and subcontractor employees needing similar access to such information to execute nondisclosure agreements prior to providing them access to the above identified information. The requirement for the contractor to secure nondisclosure agreements from their employees may be satisfied by having each employee sign one nondisclosure agreement as a term of their employment, and need not be accomplished separately for each individual contract for which the employee will support. unless a separate agreement is specifically requested by the Contracting Officer. The contractor will make copies of these individual agreements available to the Contracting Officer upon request. These restrictions do not apply to such information after the Government has released it to the contractor community, either in preparation for or as part of a future procurement, or through such means as dissemination at Contractor Industrial Forums.

(c) The contractor further agrees that any source documents furnished by the Government and any contractor documents developed therefrom in the performance of this contract are the sole property of the Government and will be held in the strictest confidence.

(d) If the work to be performed under this contract requires access to the proprietary data of other companies, the contractor agrees to enter into an agreement with the company that has developed this proprietary information to: (1) protect such proprietary data from unauthorized use or disclosure for as long as the information remains proprietary; and (2) refrain from using the information for any purpose other than support of the Government contract for which it was furnished. The contractor shall provide a properly executed copy of any such agreement(s) to the Contracting Officer. These restrictions are not intended to protect data furnished voluntarily without limitations on their use. Neither are they intended to protect data, available to the Government or contractor, from other sources without restriction.

(e) The contractor agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the terms and conditions herein.

(f) The contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data with restrictive legends received in performance of this contract by the contractor or any person to whom the contractor has released or disclosed the data.

(g) The contractor further agrees that the Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications as the Government deems appropriate. The contractor is on notice that this clause supplements, but does not supersede, the contractor's obligations under paragraph (b) of clause Organizational Conflict of Interest - General.

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I-11. Suspension and Debarment (AUG 2004)

The Agency has established suspension and debarment procedures consistent with FAR Subpart 9.4. The Agency will provide a copy of said procedures to the Contractor in the event a notice of proposed suspension or a notice of proposed debarment is issued by the Agency or upon written request to the Contracting Officer.

I-12. Audit and Records Negotiation (AUG 2004)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) *Reports*. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.
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(e) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), and (d) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts under this contract that exceed the simplified acquisition threshold, and

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (d) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

I-13. Timely Notice Of Litigation (AUG 1996)

(a) The Contractor hereby agrees to immediately give written notice to the Contracting Officer of any anticipated or current litigation or any litigation that may arise during the course of the performance of this contract, that involves or in any way relates to or affects any aspect of this contract, its terms or costs, pertinent subcontracts, or the Customer's relationship with the Contractor or Subcontractors. Said notice shall include all relevant information with respect thereto.

(b) The Contractor agrees to insert this requirement in any subcontract under this contract. In the event of litigation, the Subcontractor shall immediately notify its next tier Subcontractor or the Prime Contractor, as the case may be, of all relevant information with respect to such litigation.

(c) The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Prime Contractor or Subcontractor(s) involving customer transactions related to any contract litigation.

(d) Notwithstanding the foregoing, nothing in this agreement shall constitute a waiver of either party's right in litigation, including but not limited to, the rights of attorney-client privilege, to obtain injunctive relief, and/or any rights or remedies available.

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t-14.

Intention to Use Consultants (AUG 1996)

(a) The Government intends to utilize the services of nongovernment organizations in technical, advisory and consulting roles for overall review of the activities covered by this contract. Although the consultants shall not have the right of technical direction, they shall from time to time and on a frequent basis attend technical reviews, participate in technical interchange meetings, observe national processing, witness fabrication and assembly, and monitor testing within the Contractor and Subcontractor facilities. Such consultants will be involved in providing advice to the Government concerning viability of technical approaches, utilization of acceptable procedures, value and results of tests, and other management and contractor facilities and documentation. Contractor proprietary data shall not be made available to consultants unless and until a protection agreement has been generated between the consultant and the Contractor and evidence of such agreement made available to the Government. Contractor proprietary cost and accounting data will not be available to consultant organizations.

(b) It is expressly understood that the operations of this clause will not be the basis for an equitable adjustment.

I-15. Equal Employment Opportunity (JAN 2004)

(a) The Contractor shall comply with all applicable Federal and State equal employment opportunity laws and regulations and Agency policies and practices with respect to equal employment opportunity and a harassment-free workplace whenever work is being performed on federal property.

(b) If either the Contracting Officer or a designated representative of the Agency's Office of Equal Employment Opportunity provides the Contractor notice of noncompliance with the applicable statutory or regulatory requirements which are enumerated in paragraph (a), the Contractor, at no cost to the Government, shall promptly take appropriate action. A copy of any documentation shall be provided to the designated representative of the Agency's Office of Equal Employment Opportunity. If the Contractor fails or refuses to promptly take appropriate action, the Contracting Officer may issue an order stopping all or part of the work until such appropriate action is taken.

(c) Nothing in this clause shall relieve the Contractor from full performance of the requirements of this contract, nor shall it provide the basis for any claims against the Government.

(d) The Contractor shall provide oral notification within two business days and written notification within five business days to the Contracting Officer of the Contractor's receipt of a claim made by a Contractor employee alleging any violation of an equal employment opportunity requirement connected to performance of this contract or connected to activities occurring on Federal property.

(e) The Government may elect to conduct an investigation surrounding the claim if it is potentially a joint employer under EEOC Notice 915.002. In all such instances, the Contractor shall cooperate with the Government's investigation. In accordance with applicable law and to the extent possible, the Government shall treat all information obtained from the investigation as information proprietary to the Contractor.

(f) The Contractor's noncompliance with the provisions of this clause may be grounds for termination under the default provisions of this contract.

(g) The Contractor shall insert this clause, including this paragraph (g) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made pursuant to the provisions of this clause.

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I-16.

Workplace Health and Safety (JAN 2004)

(a) The Contractor shall comply with the Occupational Safety and Health Act (OSHA) of 1970 (29 U.S.C. Section 651 et seq.) and regulations promulgated thereunder including, but not limited to, the standards issued by the Secretary of Labor at Part 1926 and Part 1910 of Title 29 of the Code of Federal Regulations. The Contractor shall also comply with all applicable state occupational safety and health laws and regulations. Noncompliance shall be grounds for termination of this contract in accordance with its default provisions.

(b) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to health or safety, the Contracting Officer, or the authorized representative of the Contracting Officer, shall notify the Contractor orally, with written confirmation from the Contracting Officer, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the worksite, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until the Contractor takes satisfactory corrective action. The Contracting Officer or the authorized representative of the Contracting Officer may inform the Occupational Safety and Health Administration (OSHA), or other cognizant federal, state, or local officials, of such notification. The Contractor shall not be entitled to any equilable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(c) The Contractor shall insert this clause, including this paragraph (c) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made by the prime contractor to a subcontractor pursuant to paragraph (b) of this clause.

I-17. Tax Audits (JAN 2004)

If federal, state, or local tax officials request access to information under this contract, the contractor shall immediately notify the Contracting Officer. The contractor shall also request that the tax officials identify, in writing, the specific information sought for review and shall forward the response and any related documentation to the Contracting Officer. Failure to provide notice to the Contracting Officer may be grounds for denying a cost/price adjustment for the resulting tax liability, if an adjustment is otherwise authorized by law and the terms of this contract.

I-18. Independent Review of Agency Protests (JAN 2004)

An independent review of protests to the agency, as defined in FAR 33.103(d)(4), is available as an alternative to consideration by the Contracting Officer. Requests for an independent review shall be submitted directly to the Contracting Officer, along with the protest.

I-19.

Clauses Requiring Access by Other Government Entities (JUL 2003)

Several clauses in this contract require reporting to other Federal agencies or access by other Federal agencies to the Contractor's records for compliance determinations or other reviews. If any such reporting, compliance determination, or review involves this contract, the Contractor shall obtain the Contracting Officer's written permission or guidance before participating.

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SECTION J - LIST OF ATTACHMENTS

- Statement of Work "FBIS, Large Scale Exploitation (LSIE) System" dated 02 December 2005. LSIE Customer Requirements Document dated 22 December 2005. LSIE System Concept of Operations dated 02 December 2005. <mark>1)</mark> 2) 3)
- 4) 5) 6) 7) 8) 9)
 - Award Fee Plan dated 1 June 2006.
- LSIE Work Breakdown Structure 1June 2006.
- Government Furnished Property List 28 April 2006.
- Government Property Report.
- Reporting Requirements for Government Property.

CIA denied in full 140 pages of this contract.

Award Fee Plan

AWARD FEE PLAN

FOR

Large Scale Internet Exploitation (LSIE) System

1 June 2006

Award Fee Plan

1. PURPOSE OF AWARD FEE: The Government's purpose in granting an Award Fee is to provide encouragement by rewarding the Contractor for demonstrating superior performance in achieving the objectives of the contracted effort and discharging all contractual obligations.

2. AWARD FEE: In addition to any Base Fee to be paid, the Contractor may earn a maximum possible award fee in the amount specified under the contract clause entitled "Type of Contract and Consideration". The total possible award fee specified therein will be made available at the intervals and in the incremental amounts specified. The Contractor's performance will be evaluated and fee will be awarded in accordance with the procedures, terms, and criteria set forth throughout this plan.

3. EVALUATION PERIODS: As specified under the contract clause entitled "Type of Contract and Consideration," performance evaluations will be conducted in **six (6) month** intervals for the purpose of determining the amount of award fee earned. The incremental fee amounts associated with each period of evaluation have been quantified on the basis of the extent and/or type of work to be accomplished during the individual periods. Should the contract be modified to affect either the scheduled delivery/performance or scope of work, the periods of evaluation and the corresponding increments of fee will be adjusted to account for such changes.

4. GENERAL EVALUATION CATEGORIES AND CRITERIA: The evaluation criteria are set forth below (not necessarily listed in order of importance). Not all of the criteria within each of the evaluation categories identified below will be applicable to the work to be accomplished during any given period of evaluation. The Government may develop individual and more specific sets of criteria for each evaluation period.

(a) **Technical Performance**: Performance in this area may be evaluated relative to accomplishments associated with but not necessarily limited to the following:

(i) The analysis, interpretation, definition, verification and/or execution of technical requirements;

(ii) Comprehension of and compliance with the detailed and/or functional requirements documents (including the Statement of Work/Objective);

(iii) The reasonableness of proposed technical tradeoffs from the standpoint of their effect on quality, maintainability, reliability and overall performance of the components and/or system;

(iv) The development of technical objectives and/or Quality Assurance procedures to assure the reliability, integrity and maintainability of the overall system;

(v) The ability to recommend and/or carry out practical solutions in areas of technical deficiency; and

(vi) The acceptability of the system in an operational environment.

(b) **Project Management:** Performance in this area may be evaluated relative to accomplishments associated with but not necessarily limited to the following:

(i) The use and effectiveness of program planning and organization management techniques;

(ii) The ability to effectively manage and/or provide timely, accurate and substantive technical direction to subcontractors;

(iii) The ability to provide, properly place and/or effectively use qualified personnel;

(iv) The effective use of Government and Contractor resources;

(v) The timely recognition and/or anticipation of problem areas to avoid or recover from delays;

(vi) The ability to focus attention on critical issues and problem areas;

(vii) The ability to provide innovative and practical solutions to problem areas declared by the Government;

(viii) The formulation of technical guidance or management decisions which are consistent with contract objectives;

(ix) The degree of Government visibility into the management of the project from both a technical and cost standpoint; and

(x) Compliance with contractual requirements.

(c) **Schedule/Delivery Performance**: Performance in this area will be evaluated relative to accomplishments associated with but not necessarily limited to the following:

(i) The extent to which contract performance is ahead or behind schedule;

(ii) The effective use of schedule alternatives to meet program and/or contract
 objectives;

(iii) The ability to identify schedule conflicts resulting from problem areas and overcome them in order to maintain or improve schedules;

(iv) The degree of Government visibility into the progress of the contract as expressed in the level of detail included in progress/schedule reporting; and

Award Fee Plan

(v) The thoroughness and accuracy of progress reporting.

(d) **Security Performance**: Performance in this area will be evaluated relative to accomplishments associated with but not necessarily limited to the following:

(i) The timely submission of Contractor-personnel security approval requests as required by the contract;

(ii) The extent to which the security policies and standards set forth under this contract are adhered to;

(iii) The Contractor's overall record of compliance with established Agency security directives and procedures, including prompt actions taken to correct any noted deficiencies.

(e) **Cost Performance and Control**: Performance in this area will be evaluated relative to accomplishments associated with but not necessarily limited to the following:

(i) The ability to remain within the estimated total cost of the contract and, if necessary, the incremental funding profiles;

(ii) The degree of Government's visibility into the actual and budgeted cost of the contract, as expressed in the level of detail included in cost (funds expenditure) reporting;

(iii) The timeliness and accuracy of cost and/or person-hour expenditure reporting;

(iv) The adequacy, maintenance and reliability of the overall financial management plan;

(v) The ability to identify areas of possible cost growth early and/or implement effective management controls to enable cost increases to be foreseen;

(vi) The ability to recommend and/or implement practical solutions in areas of cost growth;

(vii) The extent to which cost reduction efforts are employed as a management tool or objective through economies in the use of direct labor and/or alternate technical/management approaches;

(viii) The extent to which cost reductions are realized through the use of alternate arrangements, designs, processes or methods, etc; and

Award Fee Plan

(ix) The ability to provide timely, complete and accurate cost estimates (proposals) applicable to contract changes and/or revised "Estimate to Complete."

(f) Milestone Award Fee Amounts: Performance in this area may be evaluated relative to accomplishments associated with but not necessarily limited to the following:

(i) Successful completion of a milestone. Milestones will be set by the COTR before the award fee period. Most milestones will be based on successful completion of a Control Gate or successful delivery and acceptance of a software build at ORR.

(ii) Government will evaluate and score the milestone amount based on how successfully the milestone was completed and if the milestone was completed on time based on the government approved LSIE Master Schedule. Missing a milestone does not eliminate the entire payment associated with that milestone. It is still possible to earn a portion of the milestone payment.

(iii) The total CLIN 001 milestone award fee pool will be 50% of the overall CLIN 001 award fee dollars.

(iv) Some milestones amounts will be weighted higher than other milestone amounts based on the milestone the government assessment of the milestone criticality within the overall LSIE project. (The award fee schedule for all CLINS with milestones amounts and period criteria amounts is Attachment A of this document).

5. SPECIFIC EVALUATION CRITERIA: The evaluation categories and criteria to be applied to each individual evaluation period will be established by the Government and provided to the Contractor in accordance with the following guidelines and procedures:

(a) At the discretion of the Contracting Officer and designated Government Project Manager/Contracting Officer's Technical Representative (COTR), a meeting between cognizant Government and Contractor representatives may be convened, no later than fifteen (15) calendar days prior to the scheduled start of each evaluation period, to review the technical progress and financial status of the contract, in order to identify any area of concern and/or possible improvement expected relative to the upcoming period.

(b) After considering the information which may be derived from such a meeting or otherwise made available and while recognizing that not all of the "General Evaluation Criteria" will necessarily apply, the Government will formulate the specific criteria and weightings to be applied to the next evaluation period, with consideration given to the following:

(i) The Contractor's accomplishments, problems, strengths and/or weaknesses during the current period of evaluation, from either a technical, cost or management standpoint;

(ii) The milestones and/or objectives to be accomplished during the forthcoming evaluation period;

(ili) The general evaluation categories and the extent to which definitive criterion may be developed and applied to various aspects of the next period of evaluation;

(iv) The category weighting range table and the emphasis needed to direct the Contractor's attention to an area of interest to the Government or motivate the Contractor towards better performance in an area of immediate concern; and

(v) Any other factors considered by the Government to be pertinent to Contractor performance during the scheduled evaluation period.

(c) Prior to the scheduled start of each evaluation period, or no later than the award fee modification for the previous period, the Government will provide written notification to the Contractor concerning the "Specific Evaluation Criteria" to be applied during the period. The Government's notification shall provide the Contractor with specific guidance relative to the areas of special emphasis under the forthcoming period of evaluation.

5.A. First Period Award Fee Criteria

Technical Performance (Weight 40%)

- Comprehension of the Customer Requirements.
- Innovative/creative approach to meeting DNI Open Source requirements.
- The analysis, interpretation, definition, verification and/or execution of technical requirements.
- Successful execution of key Systems Engineering studies to mitigate project risk areas.
- Credibility and reasonableness of tradeoff analyses performed from the standpoint of their effect on quality, maintainability, reliability and overall performance of the components and/or system.
- Ability to identify high-risk areas and develop realistic risk mitigation plans.

Program Management (Weight 35%)

- Comprehension of and compliance with the Statement of Work.
- The thoroughness and accuracy of progress reporting.
- The ability to provide, properly place and/or effectively use qualified personnel in a timely manner. Staffing up during the initial contract phase will be critical.
- The ability to effectively manage and /or provide timely, accurate and substantive technical direction to subcontractors.
- The ability to focus attention on critical issues and problem areas.
- The ability to provide innovative and practical solutions to problem areas declared by the Government.
- Compliance with Contractual objectives.
- The effective use of Government and Contractor resources.

Schedule (Weight 10%)

- Successful completion of scheduled project control gates.
- The extent to which contract performance is ahead or behind schedule.
- The effective use of schedule alternatives to meet program and/or contract objectives.
- The ability to identify schedule conflicts resulting from problem areas and overcome them in order to maintain or improve schedule.
- The ability to successfully coordinate with other DNI Open Source technical schedules that may have dependencies.

Cost Performance Control (Weight 10%)

- The ability to remain within the budgeted total cost of the contract.
- The degree of Government's visibility into the actual and budgeted cost of the contract, as expressed in the level of detail included in cost (funds expenditure) reporting.
- The timeliness and accuracy of cost reporting.
- The ability to identify areas of possible cost growth early and/or implement effective management controls to enable cost increases to be foreseen.
- The extent to which cost reduction efforts are employed as a management tool or objective through economies in the use of direct labor and/or alternate technical/management approaches.
- The extent to which cost reductions are realized through the use of alternate arrangements, designs, processes or methods, etc.

Security (Weight 5%)

- The timely submission of contractor personnel security approval requests as required by the contract.
- The extent to which the security policies and standards set forth under this contract are adhered to.

6. EVALUATION CATEGORY WEIGHTINGS: As stated above, the Government will determine the category weights to be applied to the upcoming period and may provide written notification of the assigned weights to the Contractor. Although each of the evaluation categories identified under paragraph 5 above will apply to every period of evaluation, the weights associated with each category may vary from period to period. However, the sum total of the applied weights will equal one hundred (100) percent. The following table provides sample ranges within which specific weightings may be identified for use during a given evaluation period:

Recommended Category Weighting Table

Category

Weighting (%) Range

Technical Performance

from 20 to 55 %

from 15 to 45 %

Project Management

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Award Fee Plan

Schedule/Delivery Performance	from 10 to 35 %
Security Performance	from 05 to 20 %
Cost Performance and Control	from 05 to 30 %

7. INTERIM AWARD FEE FEEDBACK: The Contracting Office may issue the Contractor written interim award fee feedback, within two (2) weeks of the three (3) month award fee period mid-point.

8. SELF-EVALUATION REPORT: The Contractor may offer a self-evaluation of its performance against the evaluation criteria applicable to a specific contract milestone or period undergoing evaluation. This information is provided to the Contracting Officer and Government's Project Manager/COTR and may be considered for performance evaluation purposes.

9. PERFORMANCE EVALUATION BOARD (PEB): The general responsibilities, composition and conduct of the Performance Evaluation Board are summarized below.

(a) Responsibilities: In general, the PEB will be responsible for:

(i) Establishing the criteria for evaluating the Contractor's performance;

(ii) Reviewing the tentative performance evaluation and Award Fee recommendation made by the Government Project Manager (PM), Contracting Officer's Technical Representative (COTR) and Contracting Officer (CO); and

(iii) Determining the award fee percentage earned, commensurate with the Contractor's overall performance.

(b) Composition: The PEB will be composed of the following:

(i) FDO (Directorate/Office Director/Group Chief or equivalent)

(ii) Program Manager (if formally designated)

(iii) Contracting Office Group Chief and/or Team Chief

(iv) Cognizant Contracting Officer

(v) COTR

(vi) Chief, Program Financial/Budget Officer

Award Fee Plan

(vii) Directorate/Office/Group Security Officer

(c) *PEB Sessions*: The designated FDO will convene, within thirty (30) days after the award fee period, a performance evaluation session for the purpose of reviewing the specific criteria established for the preceding period, and for determining the overall adjective ratings and numerical score which best represents the measure of performance demonstrated by the Contractor during the period evaluated. (Refer to paragraph 10 for the evaluation rating scale.) The award fee score will be assigned by PEB consensus. To accomplish this, the PEB will analyze the quantitative and/or qualitative aspects of the work scheduled/expected to be accomplished and weigh the strengths and weaknesses of the Contractor's performance by giving careful consideration to the following:

(i) The "specific evaluation criteria" applicable to the period undergoing evaluation;

(ii) The weightings associated with such criteria and period;

(iii) The written evaluation and recommendations provided by the Government Project Manager/COTR and other Government personnel during the performance evaluation session;

(iv) The performance level ratings and descriptions defined by the evaluation rating scale; and

(v) Any other relevant information formally presented to the PEB which the board considers pertinent to its evaluation of Contractor performance.

(d) Each PEB member will be given the opportunity to orally state his/her concurrence/non-concurrence with the award fee score. In the event of non-concurrence, the board member(s) expressing the dissenting view(s) will explain the rationale for the dissent.

(e) If the PEB does not reach a consensus on ratings, the FDO/Chairperson will make a final decision.

(f) The PEB will complete its evaluation and instruct the Government Project Manager/COTR to document the award fee determination in accordance with the board's findings in preparation for presentation to the Contractor.

(g) The Program/Project Manager/COTR will schedule a formal briefing to Contractor personnel for each award fee determination. This session will be held within two weeks after the FDO's decision. It may be held at either the Government or Contractor facility. Typically, the session is restricted to the PEB members and appropriate Contractor personnel.

(h) Within two weeks after the PEB's determination, the Contracting Officer will issue a unilateral contract modification which will specify the amount of the award fee determination and

revise the clause entitled "Type of Contract and Consideration" to enable the Contractor to invoice the Government for the amount of award fee earned.

10. EVALUATION RATING SCALE: The Project Manager/COTR and PEB will use the levels of performance described below to determine the adjective rating and numerical score which best represents the measure of performance demonstrated by the Contractor during the period evaluated:

Adjectival Rating	Grade	Definition
Outstanding/Excellent (93-100)	A	 Performance is superior in all respects and represents the best that can be expected in that the standards of performance normally expected of an average Contractor have been exceeded by a substantial margin Initiative and exceptional problem solving in executing the terms and conditions of the contract, Statement of Work, and invoking improvements have been consistently demonstrated. There are no deficiencies in performance and/or such relatively unimportant deficiencies have been corrected as a result of Interim Feedback or Self Evaluation.
Very Good (80-92)	В	 Performance is substantially better than average in virtually all respects and represents the best that can be expected in that the standards of performance normally expected of an average Contractor have been exceeded by a significant margin Initiative and above average problem solving in executing the terms and conditions of the contract, Statement of Work, and invoking improvements have been demonstrated. There are very few deficiencies, which are more than offset by areas of above average performance. Deficiencies are expected to have been corrected as a result of Interim Feedback or Self Evaluation.
Good (70-79)	С	• Performance is better than average in all respects and represents more than what is expected in that the standards of performance normally expected of an average Contractor have been exceeded.

Performance Level Ratings and Descriptions

		 Initiative and problem solving in executing the terms and conditions of the contract, Statement of Work and invoking improvements has been demonstrated. Areas of deficiency are few and more than offset by areas of above average performance. Deficiencies are expected to have been addressed and corrective action undertaken as a result of Interim Feedback or Self Evaluation.
Fair/Satisfactory (50-69)	D	 Performance is average in nearly all respects and represents what is normally expected in that the standards of performance applied to an average Contractor have been met. Initiative and problem solving in executing the terms and conditions of the contract, Statement of Work and invoking improvements have been demonstrated occasionally. Areas of deficiency may be offset by areas of above average performance Recognized deficiencies are expected to have been addressed and corrective action undertaken as a result of Interim Feedback or Self Evaluation.
Unacceptable (0)	N/A	 Performance is deficient in all or a majority of the evaluation criteria and does not represent what is expected of any qualified Contractor in that the standards of performance normally applied to an average Contractor have not been met. Initiative and problem solving in executing the terms and conditions of the contract, Statement of Work and invoking improvements have not been demonstrated. There are few or no areas where average performance has been demonstrated. Recognized deficiencies have not been addressed and corrective action has not been undertaken as a result of Interim Feedback or Self Evaluation. Immediate improvement is required in order to permit continuation of the contract.

11. SPECIAL SCORING FOR SECURITY ANOMALIES: During contract performance, a security anomaly, infraction, or violation may override all other performance criteria and may

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result in an overall award fee determination of zero at the unilateral discretion of the fee determining official (FDO) in coordination with the cognizant security office representative and contracting officer.

12. DISPOSITION OF UNEARNED AWARD FEE: The FDO may rollover unearned fee as follows:

(a) Immediate application to either the next award fee period or any successive award fee period(s) or special incentive(s) based on the existing evaluation criteria or specifically delineated criteria and/or established milestones;

(b) Reserved in a "Discretionary Award Fee Pool" for possible future application to any subsequent period(s) and/or special incentive(s), generally or specifically delineated; and/or

(c) Removed from further consideration of payment under the terms of the contract and this plan.

13. DISPUTES: The Government's determination of award fee and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government. However, matters affecting the base fee, award fee or other contractual conditions are subject to the procedures and/or remedies provided under the contract clause entitled "Disputes" at the Contractor's discretion.

14. TERMINATION: In the event that the contract under which this award fee plan applies is terminated, the Contractor will retain all award fees earned up to the effective date of such termination and the Government will determine the maximum amount of additional fee which may be paid, based on the results of a performance evaluation.

Attachment A

LSIE Award Feel Criteria and Milestone Pools by Period (All CLINs)

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<u> </u>	5-Jun-00	30-NOV-06	T/M/Sc/C/Sc Period Criteria	-							
			LSIE SRR	4							
			LSIE CDR	-							
	·		IAC (Accepted at ORR)]							
2	1-Dec-06	31-May-07									
			T/M/Sc/C/Se Period Criteria]							
			Build 1.3 (Accepted at ORR)	4							
			Build 1.4 (Accepted at ORR)	-							
			Analytic IOC (Accepted at ORR)								
3	1-Jun-07	30-Nov-07	THE OF DESCRIPTION								
			1/M/SC/C/Se Period Criteria								
4	1-Dec-07	31-May-08									
			T/M/Sc/C/Se Period Criteria								
		+	DUILD 2 4 Cache (Accepted)								
			Build 2.2 (Accepted at ORR)								
			Release 2 (Accepted at ORR)								
a second	4 Jun 09	20 Nov 08									
 	1-5un-00	30-1102-08	T/M/Sc/C/Se Period Criteria								
<u>}</u>	1	+	Build 3.1 (Accepted at ORR)	-1							
	1	+	Build 3.2 (Accepted at ORR)								
			Release 3 (Accepted at ORR)								
6	1-Dec-08	31-May-09									
<u> </u>	+		T/M/Sc/C/Se Period Criteria								
t	1		Build 4.1 (Accepted at ORR)								
			Duild (0 (A analytical at ODB)	~~~							
-			Build 4.2 (Accepted at UKK)								

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Attachment A

LSIE Award Feel Criteria and Milestone Pools by Period (All CLINs)

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7	1-Jun-09	30-Nov-09	· · · ·				
			T/M/Sc/C/Se Period Criteria				
8	1-Dec-09	31-May-10					
			T/M/Sc/C/Se Period Criteria				
9	1-Jun-10	30-Nov-10					
	1		T/M/Sc/C/Se Period Criteria				
10	1-Dec-10	31-May-11					
			T/M/Sc/C/Se Period Criteria				
11	1-Jun-11	30-Nov-11					
<u> </u>	1		T/M/Sc/C/Se Period Criteria				
12	1-Dec-11	31-May-12	فكالأصلة فيجفنا وجدائل مبكرها فالمتوافع فالتقوية وتتقار والمتقار				
<u> </u>			T/M/Sc/C/Se Period Criteria				
	5-Jun-06	31-May-12	Total Maximum Award Fee	L			

Notes:

Maximum award fee dollars for each CLIN/Sub-CLIN to be taken from negotiated contract Section B table.

Criteria pool dollars evaluated on a 6-month cycle for all active CLINs. (Period 1 start date per contract start of 5-June-06.)

Milestone pool dollars graded and awarded within AF period where milestone event is completed/accepted.

Milestone dates notional based on 5/23/06 L-3 Technical/Management Proposal, pg. 20 (reference target dates above).

Final dates set in Master Schedule delivered and agreed to at PIR.

CLIN 003A turn on at Analytic IOC in May-07; spanning award fee periods 2,3,4. Allocation of criteria pool dollars across periods based on number of months of CLIN-based effort performed within each period.

"T/M/Sc/C/Se" 6-month evaluation criteria as outlined in the LSIE Award Fee Plan: T - Technical Performance Se - Security Performance

M - Project Management

ement C - Cost Performance and Control

Sc - Schedule/Delivery Performance

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Lev	ct WB	S SOW Pa	ira. Element Title	Description	CLIN Mapping
0			LSIE Contract	All effort required to develop, integrate, test the LSIE system; and provide operations and maintenance services.	
1		1 3.1, 3.2, 3 4.0, 5.0, 6	3.4, LSIE Development & 6.0 Initiation	All effort required to design, procure, develop (through incremental releases), integrate, and test the LSIE system. Element does not include effort to maintain or operate the deployed functionality and infrastructure.	CLIN 001
2		1.1 3.4.5	IT Infrastructure	The information technology infrastructure required to host the LSIE software applications, and collect/ingest LSIE-required internet and open source data. Includes design, acquisition (service agreements, lease, purchase or produce), installation and inte	CLIN 001
3	1.1.1	3.4.5	Servers and Storage	The computer servers and mass storage devices sized for LSIE required functionality for IOC "core" functionality. Includes operating system and other software bundled with the hardware.	CLIN 001
3	1.1.2	3.4.5	System Infrastructure Software	The software additional to bundled software (see 1.1.1) needed for hardware infrastructure operations (excluding LSIE applications COTS/NDI packages). This cost element includes any expense required to purchase, lease or otherwise acquire any commercial-o	CLIN 001
3	1.1.3	3.4.5	Network Equipment	The networking equipment required to satisfy LSIE Infrastructure internal connectivity and performance requirements.	CLIN 001
3	1.1.4	3.4.5	Leased Communication Lines (Initial)	The set-up and initiation (inclusive of specific communications units) of communications lines for open internet crawl and scheduled/on-demand data ingest sufficient for the LSIE system to perform as required up to system IOC of Release 1.	CLIN 001
3	1,1.5	3.4.5	Support Equipment and Software	Peripheral devices and associated software not directly engaged in performing mission functions but required to support and maintain the system or portions of the system.	CLIN 001
3	1.1.6	3.4.6	Assembly, Installation, Checkout	All effort required to assemble, install, checkout, and fully integrate the information technology infrastructure as a complete functioning subsystem.	CLIN 001
2	1.	2 3.4.2, 3.4.3, 3.4.4, 3.4.5, 3.4.6	Application Development	The application software that is specifically procured and tailored (COTS licenses, NDI applications), and/or developed (all costs required to develop deliverable line of application software) to satisfy LSIE requirements inclusive of all application func	CLIN 001
3.	1.2.1	3.4.3, 3.4.4, 3.4.5	Release 1 (Core)	All effort required to deliver release 1 (core) functionality across all application areas as required for IOC.	CLIN 001
4	1.2.1.1	3.4.3, 3.4.4, 3.4.5	Content Ingestion	Effort required to ensure ingest of internet data, raw content, on-going feeds, bounded sets inclusive of crawler harvests, and first-pass indexing and filtering (content, genre, etc.).	CLIN 001
4	1.2.1.2	3.4.3, 3.4.4, 3.4.5	Data Store Management & Mining	Effort required for the development of data miners, metadata schema (scoped for auto and user tagging), data storage and retrieval, full indexing (sort, merge, categorize, language detection, entities, etc.)	CLIN 001
4	1.2.1.3	3.4.3, 3.4.4, 3.4.5	Query	Effort required to enable exploration-derived LSIE queries via query engines and processing: search, retrieve ("pull ali"), classify/characterize, relevance ranking/authoritative value, entities and name variants, taxonomy categorization, etc.	CLIN 001
4	1.2.1.4	3.4.3, 3.4.4, 3.4.5	Analysis; Exploration	Effort required to provide qualitative/quantitative exploration and analysis capabilities. Includes development or acquisition of functions such as site analysis, metadata analysis, community maps, visualization tools, network displays, language translati	CLIN 001
4	1.2.1.5	3.4.3, 3.4.4, 3.4.5	User Services	Effort required to develop user interface environment, inclusive of user workspace, workflow managers, web browser displays, alert and query managers, and collaborative work environments.	CLIN 001

6/1/2006

LSIE Work Breakdown Structure

4	1.2.1.6	3.4.6	Release Integration & Te	est integration and test, verification and validation and the systems engineering and technical control of the CSCIs. Integration and test is the planning, conducting and analysis of tests that verify correct and proper performance of each CSCI operating as a	CLIN 001
4	1.2.1.7	3.2.2, 3.4 3.4.3	.2, Release Systems Engineering / Project Management	The design and management required to develop by-release incremental LSIE functionality. Includes management planning and oversight of release requirements, translation of customer requirements into release requirements & configurations design, design of	CLIN 001
3	1.2.2	3.4,3, 3.4 3.4.5	4, Release 2	All effort required to deliver release 2 functionality across all application areas as required for incremental functionality (notional 6-month deployment window).	CLIN 001
4	1.2.2.1	3.4.3, 3.4. 3.4.5	4, Content Ingestion	Effort required to ensure ingest (across multiple data types) of internet data, raw content, on-going feeds, bounded sets inclusive of crawler harvests, and first-pass indexing and filtering (content, genre, etc.).	CLIN 001
4	1.2.2.2	3.4.3, 3.4. 3.4.5	4, Data Store Management a Mining	Effort required for the development of data miners, metadata schema (scoped for auto and user tagging), data storage and retrieval, full indexing (sort, merge, categorize, language detection, entities, etc.)	CLIN 001
4	1.2.2.3	3.4.3, 3.4. 3.4.5	4, Query	Effort required to enable exploration-derived LSIE queries via query engines and processing: search, retrieve ("pull all"), classify/characterize, relevance ranking/authoritative value, entities and name variants, taxonomy categorization, etc.	CLIN 001
4	1.2.2.4	3.4.3, 3.4.4 3.4.5	I, Analysis; Exploration	Effort required to provide qualitative/quantitative exploration and analysis capabilities. Includes development of functions such as site analysis, metadata analysis, community maps, visualization tools, network displays, language translation tools. Inclu	CLIN 001
4	1.2.2.5	3.4.3, 3.4.4 3.4.5	, User Services	Effort required to develop user interface environment, inclusive of user workspace, workflow managers, web browser displays, alert and query managers, and collaborative work environments.	CLIN 001
4	1.2.2.6	3.4.6	Release Integration & Test	Integration and test, verification and validation and the systems engineering and technical control of the CSCIs. Integration and test is the planning, conducting and analysis of tests that verify correct and proper performance of each CSCI operating as a	CLIN 001
4	1.2.2.7	3.2.2, 3.4.2, 3.4.3	Release Systems Engineering / Project Management	The design and management required to develop by-release incremental LSIE functionality. Includes management planning and oversight of release requirements, translation of customer requirements into release requirements & configurations design, design of	CLIN 001
3	1.2.3	3.4.3, 3.4.4, 3.4.5	Release 3	All effort required to deliver release 3 functionality across all application areas as required for incremental functionality (notional 6-month deployment window).	CLIN 001
4	1.2.3.1	3.4.3, 3.4.4, 3.4.5	Content Ingestion	Effort required to ensure ingest (across multiple data types) of Internet data, raw content, on-going feeds, bounded sets inclusive of crawler harvests, and first-pass indexing and filtering (content, genre, etc.).	CLIN 001
4	1.2.3.2	3.4.3, 3.4.4, 3.4.5	Data Store Management & Mining	Effort required for the development of data miners, metadata schema (scoped for auto and user tagging), data storage and retrieval, full indexing (sort, merge, categorize, language detection, entities, etc.)	CLIN 001
4	1.2.3.3	3.4.3, 3.4.4, 3.4.5	Query	Effort required to enable exploration-derived LSIE queries via query engines and processing: search, retrieve ("pull all"), classify/characterize, relevance ranking/authoritative value, entities and name variants, taxonomy categorization, etc.	CLIN 001
.4	1.2.3.4	3.4.3, 3.4.4, 3.4.5	Analysis; Exploration	Effort required to provide qualitative/quantitative exploration and analysis capabilities. Includes development of functions such as site analysis, metadata analysis, community maps, visualization tools, network displays, language translation tools. Inclu	CLIN 001

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4	1.2.3.5	3.4.3, 3.4 3.4.5	I.4, User Services	Effort required to develop user Interface environment, inclusive of user workspace, workflow managers, web	CLIN 001
1				browser displays, alert and query managers, and collaborative work environments.	
4	1.2.3.6	3.4.6	Release Integration & Tes	Integration and test, verification and validation and the systems engineering and technical control of the CSCIs. Integration and test is the planning, conducting and analysis of tests that verify correct and proper performance of each CSCI operating as a	CLIN 001
4	1.2.3.7	3.2.2, 3.4.	2, Release Systems	The design and management required to develop by-release	CLIN 001
		3.4.3	Engineering / Project Management	incremental LSIE functionality. Includes management planning and oversight of release requirements, translation o customer requirements into release requirements & configurations design, design of	f
3	1.2.4	3.4.3, 3.4. 3.4.5	4, Release 4	All effort required to deliver release 4 functionality across all application areas as required to meet FOC functionality.	CLIN 001
4	1.2.4.1	3.4.3, 3.4.4 3.4.5	4, Content Ingestion	Effort required to ensure ingest (across multiple data types) of internet data, raw content, on-going feeds, bounded sets inclusive of crawler harvests, and first-pass indexing and filtering (content, genre, etc.).	CLIN 001
4	1.2.4.2	3.4.3, 3.4.4 3.4.5	4, Data Store Management & Mining	Effort required for the development of miners, metadata schema (scoped for auto and user tagging), data storage and retrieval, full indexing (sort, merge, categorize, language detection, entities, etc.)	CLIN 001
4	1.2.4.3	3.4.3, 3.4.4 3.4.5	I, Query	Effort required to enable exploration-derived LSIE queries via query engines and processing: search, retrieve ("pull all"), classify/characterize, relevance ranking/authoritative value, entitles and name variants, taxonomy categorization, etc.	CLIN 001
4	1.2.4.4	3.4.3, 3.4.4 3.4.5	, Analysis; Exploration	Effort required to provide qualitative/quantitative exploration and analysis capabilities. Includes development of functions such as site analysis, metadata analysis, community maps, visualization tools, network displays, language translation tools. Inclu	CLIN 001
4	1.2.4.5	3.4.3, 3.4.4, 3.4.5	, User Services	Effort required to develop user Interface environment, inclusive of user workspace, workflow managers, web browser displays, alert and query managers, and collaborative work environments.	CLIN 001
4	1.2.4.6	3.4.6	Release Integration & Test	Integration and test, verification and validation and the systems engineering and technical control of the CSCIs. Integration and test is the planning, conducting and analysis of tests that verify correct and proper performance of each CSCI operating as a	CLIN 001
4	1.2.4.7	3.2.2, 3.4.2, 3.4.3	Release Systems Engineering / Project Management	The design and management required to develop by-release incremental LSIE functionality. Includes management planning and oversight of release requirements, translation of customer requirements into release requirements & configurations design, design of	CLIN 001
2	. 1.3	3.3, 3.4.10	Applications Maintenance (Base Period) t t	This element includes all costs for software maintenance for the LSIE applications for all deployed releases (during the base period) inclusive of all functional areas as defined under element 1.2 Applications Development. Includes effort required for bug	CLIN 001
2	1.4	3.1, 3.2, 3.4.1, 3.4.2, 4.0, 6.0	System-Level SE/PM 1 tr	The architectural system design and engineering and echnical control (at the system level) as well as the business and program management of the LSIE contract activities.	CLIN 001
3	1.4.1	3.2, 3.4.1, 3.4.2, 6.0	Systems Engineering T c e e te	he technical and management efforts of directing and ontrolling a totally integrated architecture and engineering ffort for the LSIE system, especially architecture design ngineering effort through design concept review and achnical oversicht guidanc	CLIN 001

3	1.4.2	3.1, 3. 3.4.2,	4.1, Project Management 6.0	Business and administrative planning, organizing, directing, coordinating, controlling, and approval actions designated to accomplish overall program objectives. Includes effort for: cost, schedule performance measurement management, contract management,	CLIN 001
2		1.5 3.4.6, 3. 3.4.8	4.7, System Test & Evaluatio	n The use of integration labs (SILs), prototype, production hardware/software to obtain or validate the performance of LSIE (at the system level) upon completion of the development phase and at deployment of each incremental release. Effort includes: develo	CLIN 001
2		1.6 .3.4.9	Initial Training	Development of training services (hardcopy or computer software versions of course material), accessories, training aids, and execution of training services (during the development phase) to facilitate instruction through which personnel will learn to ope	CLIN 001
2		1.7 4	Data and Documentation	The deliverable data required as listed on the contract data requirements list. Effort includes (as applicable): technical publications, engineering data, management data, support data, data depository.	CLIN 001
2		1.8 3.3, 3.4. 3.4.2, 3.4 3.4.5, 3.4 6.0	.1, Facilities 1.3, 1.8,	The real estate, construction, conversion, utilities, and equipment (including facility security equipment) to provide all facilities required to house LSIE mission equipment. Effor includes: modernization (where applicable), and leasing arrangements.	CLIN 001
3	1.8.1	3.4.5	Lease Agreements	The cost for establishing leasing agreements for the LSIE facility with initial development through system IOC.	CLIN 001
3	1.8.2	3.3, 3.4, 3.4.2, 3.4 3.4.5, 3.4 6.0	1, Renovation; Modifications .3, .8,	All effort required to renovate and/or modify a facility (including environmental studies and physical security features) to house the LSIE IT infrastructure. Includes computer center build out, environmental equipment, and security measures.	CLIN 001
1		2 3.1, 3.2, 3 3.4.1, 3.4 3.4.3, 3.4 3.4.6, 3.4 3.4.6, 3.4 3.4.10, 6.	.3, LSIE Operations & .2, Maintenance .5, 8, 0	This major element includes all costs to sustain the LSIE system and to provide LSIE services to FBIS users. It includes the cost to manage and maintain the hardware and software to sustain operations throughout the period of performance.	CLIN 003/004
2	2.	1 3.3, 3.4.5 3.4.6, 3.4.	, Infrastructure Maintenance 10	All costs associated with the maintenance, technology refresh and capacity growth of the LSIE infrastructure.	CLIN 003/004
3	2.1.1	3.3, 3.4.5 3.4.6	, Storage Growth	Costs associated with incrementally scaling the LSIE IT infrastructure to capture open source data in pace with desired capacity over time and to ensure acceptable system performance.	CLIN 003/004
3	2.1.2	3.3, 3.4.5, 3.4.6	, Hardware Technology Refresh	This element contains all costs associated with the acquisition (lease, purchase or produce) of replacement components, replenishment items, supplies and consumables required over the LSIE contract period. Element may include, as applicable given purchase	CLIN 003/004
3	2.1.3	3.3, 3.4.10	Software Licenses & Commercial Agreements	Software license and commercial agreement upgrades and renewals for both system software and LSIE-specific COTS applications (subsequent to release deployment) during the system operations phase.	CLIN 003/004
3	2.1.4	3.3	Leased Communication Lines (recurring)	Usage costs for communications lines for open internet crawl and scheduled/on-demand data ingest sufficient for the LSIE system to perform as required.	CLIN 003/004
2	2.2	3.1, 3.2, 3.3 6,0	, Operations Personnel	The labor and resources needed to operate the LSIE system in accordance with performance requirements.	CLIN 003/004
3	2.2.1	3.1, 3.2, 3.3 6.0	, Operations Management	The management resources required during the LSIE operational service period such as program and deputy manager, program control, security staff, ODCs and travel. includes the management services, and support resources needed to manage the program after I	CLIN 203/004

LSIE Work Breakdown Structure

3	2.2.2	3.2, 3.3, 6	0 Operations Engineering	All labor costs associated with the system engineering during LSIE service operations, inclusive of system operations security, engineering trades (obsolescence issues), quality assurance and configuration management functions.	CLIN 003/004
3	2.2.3	3.3, 6.0	Operational Support (Production Staff)	All labor costs associated with the personnel necessary to operate the LSIE hardware/software infrastructure. Includes the system administrators, system operators; property accountability support, and information security staff.	CLIN 003/004
3	2.2.4	3.3, 3.4.9	Technical Support; Recurring Training	All labor costs associated with technical support and training issues. Element includes on-site support (at Government site) for ad hoc training and trouble-shooting, help desk support, and recurring training (including ODCs for training materials).	CLIN 003/004
2	2.	3 3.3, 3.4.10	Applications Maintenance (Option Periods)	This element includes all costs for software maintenance for the final release of LSIE (as incurred during the option periods) inclusive of all functional areas as defined under element 1.2 Applications Development. Includes effort required for bug fixes,	CLIN 003/004
2	2.	4 3.3, 3.4.1, 3.4.2, 3.4.3, 3.4.5, 3.4.8, 6.0	Facilities Maintenance	The maintenance and continued availability of all facilities required to house LSIE mission equipment during system operations. Includes: leasing arrangements, physical security upgrades, and facilities maintenance.	CLIN 003/004
3	2.4.1	3.4.5	Lease Agreements	The cost for continued leasing agreements to insure LSIE facility is available through operational service period of performance.	CLIN 003/004
3	2.4.2	3.3, 3.4.1, 3.4.2, 3.4.3, 3.4.5, 3.4.8, 6.0	Facility Maintenance	All costs associated with IT facility maintenance through the operational service period (excluding maintenance costs otherwise captured in standard leasing agreements).	CLIN 003/004
1	3	3.2.3	Engineering Studies	All labor costs associated with special engineering studies, engineering change proposals, enhancements and further development in response to Government CO direction.	******
2	3.1	3.2.3	Engineering Studies Base Period	All labor costs associated with special engineering studies in response to Government CO direction during the LSIE base contract period. [For base-period cost proposal development, the Government recommends scoping assumption as follows: two engineering	CLIN 001
2	3.2	3.2.3	Engineering Studies – Option Periods	All labor costs associated with special engineering studies, engineering change proposals, enhancements and further development in response to Government CO direction during the LSIE option periods. [For option-periods cost proposal development, the Gove	CLIN 002

Government Position on GFE List

Table below provides the Government's position (including need date) on L-3's GFE list:

Notes	<u>Government Furnished</u> <u>E/F/S/I</u>	Rational	Need Date
	CyberTrans II	Machine translation and encoding software available from the Government; which reduces the cost to OSC	2 weeks prior to first SRR
	WordScape	Dictionary software available from the Government, which reduces the cost to OSC	2 Weeks Prior to first SRR
1	BrightPlanet Deep Query Manager (DQM)	Provide existing OSC licenses for DQM including software maintenance	PDR
· <mark>2</mark>	Oracle 10G	Provide Agency licenses for Oracle 10G	PDR
3	Standard OSC user unclassified workstation with approved software suite	While our LSIE approach uses a standard Web based Interface, definition of the user's workstation and software environment will allow us to maximize the performance of our user interface	One month after Contract Award
<u></u>	Standard OSC firewall configuration	Simplifies the firewall configuration process and facilitates subsequent security approval	PIR
.4	Seed Crawl List	Ensures that the information collected and processed by LSIE is focused on the LSIE mission needs	PIR
	OSC product for LSIE system ingest and indexing (Project AEGUS, Video Server, DAVE, etc.)	Supports rapid integration of information from these systems into LSIE	2 weeks prior to first SRR
5	All pertinent existing system baseline information (including ICDs)	Knowledge of the existing baseline configurations will simplify and expedite our work to interface LSIE with these systems	PIR
6	Examples of collected data needed for system validation	Essential to both understanding LSIE functionality requirements and the creation of data sets used in the creation and validation of our LSIE Release Build's functionality	PIR
	Taxonomy Structure (with entity names, taxonomy hierarchy & entity values)	Customer created and operationally validated seed Taxonomy Structure will greatly expedite the creation of a mission- relevant LSIE Taxonomy	PIR
•7	One workspace OSC headquarters	Allows for the efficient interaction between the Team, LSIE users, and OSC personnel	2 months prior to IAC
8	Deliverable templates	Simplify document production and delivery	See LSIE bidder's library
	Guide for Developing an Information System (IS)	Simplify security document production and delivery; facilitate system security approval	PIR

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Government comments on GFE table:

- 1. BrightPlanet DQM added per discussions with Offeror.
- 2. Oracle 10G added per discussions with Offeror.
- 3. Government position on OSC workstation need date: one month after contract award.
- 4. Government intends to provide progressive deliveries of the url seed crawl list with an initial draft version (pulled from existing system) provided at PIR. Government requests a joint analysis between L-3 and the LSIE users to ensure each Government incremental delivery will be enhanced and refined to provide better quality urls for IAC initial crawl.
- 5. As currently stated, this specific GFE item relatively open ended. Government requests further definitization of this item. Government will support delivery of all Government-owned baseline information as applicable to required LSIE interfaces.
- 6. Government requests specific examples from L-3 of the types of data needed for validation. Government will support collection and delivery of such validation data.
- 7. Government position on workspace need date: two months prior to IAC.
- 8. Government provided all deliverable templates on the ACE-hosted LSIE website under the bidder's library link. Government will support delivery of all pertinent templates.

Required Data Elements by Report Type



Attachment 7

Reporting Requirements for Government Property

Introduction

- 1. This document provides guidance on the reporting requirements for Government property held by contractors.
- In order to comply with the various Federal Regulations and OMB Guidance on Agency Financial Statements, the Agency will require periodic reports of the status and condition of Government Property held by contractors.
- There are three types of reports that are used to manage this information flow. These reports provide critical information for the Government's financial statements and property management. Accuracy, completeness, and timeliness of the report are critical to many aspects of the Government's operations.
 - a. Government Property Report (Initial) The Contracting Officer will provide this report to the contractor as an attachment in Section J of the contract. The information in this report will provide the contractor with the required information for subsequent reporting of Government Property.
 - b. Government Property Report (Quarterly & Annual) The contractor will complete and submit this report quarterly (see Financial Reporting of Government Property below for further information). For the first three quarterly reports, the contractor is only required to report on additions and deletions of Government Property with an acquisition cost of equal to or greater than \$50,000 since the previous report. The fourth quarter report, also known as the Annual Report, will include all Government Property records.
 - c. Disposition Report The contractor will complete this report when the status of an asset changes and to request disposition instructions for that asset from the Contracting Officer. This report can be used at anytime during the life of a contract, but is required at the close of a contract.

Definitions of Terminology for Government Property Reporting

- 1. Property, Plant, and Equipment (PP&E). Property, Plant, and Equipment are tangible assets that meet the following requirements.
 - a. Have a useful life of two (2) years or more;
 - b. Not intended for sale in the ordinary course of business;
 - c. Have been acquired or constructed for use by Sponsor.
 - d. PP&E also includes Capital Leases, but excludes items held for consumption such as operating materials and supplies. (Note: items that will lose their identity as they become part of another item.)
- Acquisition Cost PP&E. The sum of all costs incurred to bring the PP&E to the form and location of its intended use. Depending on the facts and circumstances by which the PP&E was acquired, cost may include any of the following items:
 - a. Amounts paid to vendors;
 - b. Transportation charges to point of initial use;
 - c. Handling and storage costs;
 - d. Labor and other direct or indirect production costs (for assets constructed or for improvements made to existing assets);
 - e. Engineering, architectural, and other outside services for designs, plans, specifications, and surveys;
 - f. Purchase price and preparation costs for buildings and other facilities;
 - g. An appropriate share of the cost of the equipment and facilities used in construction;
 - h. Fixed equipment and related installation cost required for activities in a building or facility;

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- Direct costs of inspection, supervision and administration of construction contracts and construction work;
- j. Legal and recording fees and damage claims;
- k. Fair value of equipment and facilities donated to the Government, and
- I. Material amounts of interest costs paid.
- 3. Acquisition Date. The date when the Government takes title to or receives an asset, whichever occurs first. For GFE/GFP where the Government did not provide this information, the date will be when the contractor received the property under contract. For CAP the Acquisition Date will be the date that the contractor placed the item into service.
- 4. Contractor-Acquired Property (CAP) as used in this part means property acquired or otherwise provided by the contractor for performing a contract and to which the Government has title.
- 5. Government-Furnished Property/Government-Furnished Equipment/Contractor-Acquired Property (GFP/GFE/CAP) Includes government-owned equipment and any other General PP&E provided to or procured by a contractor to use for performance under a contractual agreement with the Government to which the Government has title. Equipment which cannot operate in a standalone manner, or other property that is a component of finished goods, is considered Inventory for Sale within the definition of this regulation and not reportable as GFP/GFE/CAP.
- 6. Inventory is tangible property that may include Bulk Purchases and is (a) held for sale, (b) in the process of production for sale, or (c) is consumed in the production of goods for sale. Inventory is distinct from GFE/GFP/CAP. An item of equipment intended to be integrated into a finished goods asset will be considered Inventory if it cannot operate in a standalone manner. Otherwise, the equipment will be classified and reported as GFE/GFP/CAP until such time as the asset is integrated into the finished goods. Inventory may be valued at latest acquisition cost or historical cost, which includes all costs incurred to bring the asset to its current condition and location.
- 7. *Materials* are tangible personal property consumed in normal operations, including Bulk Purchases but excluding items defined above as Inventory. Materials may be valued at latest acquisition cost or historical cost.
- 8. Agency-Peculiar Property is all property that includes costs of completed items, unique to the Agency, which are capable of stand-alone operation. Examples include safes or secure communication equipment.
- 9. *Transfer of Property* is a change in accountability of the property between and among prime contracts, to another contractor, to the Government, or to other Government agencies.

Financial Reporting of Government Property

- 1. The Contractor shall submit a Government Property Report quarterly. The Contractor shall use the format outlined in the Section J attachment entitled "Government Property Report" and mail an original signed hardcopy of the Government Property Report along with softcopy in Excel spreadsheet format on a CD to the Government Property Administrator at the address provided in the Section G contract clause entitled Government Property". The recommended spreadsheet format is landscape using Courier New font size 11.
- The prime Contractor shall include data on property in the possession of subcontractors in their reports.
- 3. The contractor is responsible for submitting four reports throughout the year. The first three quarterly reports the contractor will only include information on additions and deletions of Government property with an acquisition cost equal to or greater than \$50,000 since the previous report. The final or Annual Report will include information on all Government property, which includes GFP/GFE/CAP, inventory, and Materials, held by the contractor.
- 4. The annual reporting period shall be from October 1 of each year through September 30 of the following year. Quarterly reports should indicate balance as of November 30, February 28, May 31, and August 31. The reports shall be submitted in time to be received by the 15th day of the reporting month: December, March, June, and September. The information contained in these reports is entered into the accounting system to reflect current asset values for financial statement purposes.

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Therefore, it is essential that required reports be received no later than the 15th day of the reporting month.

- 5. The Government must properly control and account for all transfers of property by maintaining adequate documentation for these transfers. Adequate documentation includes sufficient verifiable evidence supporting the Acquisition Cost and In-service Date of the transferred asset(s) and a copy of the Contracting Officer's signed authorization approving the transfer. The Government must effect all transfers of accountability and the contractors are responsible for maintaining an administrative and audit trail for transferred property, even if the property is physically shipped directly from one contractor to another. The shipping contractor is responsible for the accountability and reporting of property shipped between September 1 and September 30, regardless of the method of shipment, unless written evidence of receipt at destination has been received.
- 6. Upon completion or termination of the contract, the Contractor shall submit to the Contracting Officer a list of all equipment held under the contract during the contract period and all Agency-Peculiar Property on a Disposition Report. Disposition Reports shall be submitted within 30 calendar days after completion or termination of the contract, in accordance with Federal Acquisition Regulation (FAR) Subpart 45.6 and as outlined in paragraph 3.c. of the above Introduction section.

Instructions for Preparing the Financial Government Property Report

- 1. To complete any of the three (3) Government Property Reports, refer to Table 1 "Required Data Elements by Report Type" to determine which data elements are required for the desired report.
- 2. The party responsible for submitting the report must complete all required data elements.
- The Government Property Report (Quarterly & Annual) and the Disposition Report are to be submitted as outlined in the paragraph entitled Financial Reporting of Government Property.

Table 1: Required Data Elements by Report Type



Definition of Data Elements

- 1. *Property Category* Select the appropriate choice to denote asset type and the method the property came into the contractor's possession. The choices are:
 - a. GFP (Government Furnished Property)
 - b. CAP (Contractor Acquired Property)
 - c. inventory
 - d. Materials
- Asset ID # Enter the asset's unique identification number. For example, this may be in the asset's bar code.

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- 3. Contract Number Enter the government contract number. In the case of subcontract relationships, please enter the number for the contract established with the government.
- 4. Contractor Name Enter the name of the contractor who is the holder of record for government property. In the case of subcontractor relationships, please enter the name of the prime contractor. The sub-contractor's name should be entered in the "Address" cell. Contractor name abbreviations are not acceptable for this cell.
- 5. Generic Asset Name/Description Enter the generic name/standard nomenclature of the asset in this cell. If the asset does not have a name, describe the asset's function in this cell.
- 6. *Manufacturer Name* Enter the name, if known, regardless whether the asset was provided by the government, acquired by the contractor, or constructed by the contractor. Example Toyota.
- 7. Mfr. Make Enter the manufacturer's make or description. Example Camry.
- 8. Mfr. Model Enter the manufacturer's model name or number.
- 9. *Mfr Serial #* Enter the manufacturer's unique serial number. In the rare cases where the asset does not have a serial number, enter "None."
- 10. Acquisition Cost Enter the cost of the asset to include all costs incurred to place the asset in the form and location of its intended use.
- 11. Acquisition Date Enter the date the property was placed into service.
- 12. Acquisition Document # Enter the ID number of the document related to the acquisition source of the asset. Examples include transmittal documents for government furnished property and receiving and invoice documents for contractor acquired property.
- 13. Document Location Enter the department or physical location of the document related to the acquisition source of the asset.
- 14. Furnished Date Enter the date the property was furnished for this contract.
- 15. Asset Status Select the appropriate selection from the five choices below:
 - a. In use Where the asset is in working condition and being used.
 - In transit Where the asset is being transported from one location to another or from the contractor to the government.
 - c. In storage -- Where the asset is in working condition, but is not being used.
 - d. In repair Where the asset is not in working condition, and is being repaired
 - e. Lost Where the contractor cannot ascertain the asset's location while they are responsible for the asset
- Quantity Enter the amount on hand as of the quarterly reporting dates; November 30, February 28, May 31, and August 31 for the particular piece of property, equipment, inventory, or materials. This cell will only accept whole numbers above zero.
- 17. Unit of Measure Enter the unit of measure for the item. Common responses include: each, foot, yard, gallon, acre, etc.
- 18. Address Enter the address including street, city, and state the asset is located. For subcontract relationships, enter the subcontractor's name and address.
- 19. Building Enter the building name/number the asset is located.
- 20. Room Enter the room number of the building the asset is located.
- 21. Disposition Type Describes the reason the contractor is seeking disposition.
 - Lost, Damaged or Destroyed Deletion amounts that result from relief from responsibility under FAR 45,503 granted during the reporting period.
 - b. Transferred in Place Deletion amounts that result from transfer of property to a follow-on prime contract or other prime contract with the same contractor.
 - c. Transferred to Agency Accountability Deletion amounts that result from transfer of accountability to the Agency responsible for the contract, whether or not items are physically moved.
 - d. Transferred to Another Contractor Deletion amounts that result from transfer of accountable government property from one responsible contractor to another responsible contractor.
 - e. Transferred to Another Government Agency Deletion amounts that result from transfer of property to another Government agency.

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- f. Purchased at Cost/Returned for Credit Deletion amounts that result from contractor purchase or retention of contractor-acquired property as provided in FAR 45.605-1, or from contractor returns to suppliers under FAR 45.605-2.
- g. Disposed of Through Plant Clearance Process Deletions other than transfers within the Federal Government, e.g., donations to eligible recipients, sold at less than cost, or abandoned/directed destruction, or trade-ins.
- Other Types of deletion other than those reported in paragraph (a) through (g) of this section such as those resulting from reclassifications (e.g. from equipment to agency-peculiar property).
- 22. Disposition Document Number Enter the asset's disposition document number as provided to either the government or other party when this asset was removed from your accountability system.
- 23. Disposition Date The date the Contractor's Property Administrator requested the disposition.

Instructions For Completing the Annual Government Property Report

- General: The prime contractor shall report all property in its custody or in the custody of its subcontractor(s) as of the end of the annual reporting period by completing and certifying the final or annual report (see Financial Reporting of Government Property paragraph 3) which will consist of the following:
 - a. Completed Form 5025 entitled Annual Government Property Report,
 - b. Government Property Report (Excel spreadsheet containing the data elements identify in Table 1 above as the Government Property Report (Quarterly & Annual)),
 - c. Property Closeout Statement (If applicable), and
 - d. Copy of your latest Government Property Control System approval (FAR 45.104) by any Federal Government Agency.

The annual report shall be received no later than the 15th day of September. The Government may, depending on the volume of contracts and property held by the contractor, survey the contractor's

Government Property Control System to verify the accuracy of reported data and the adequacy of the system for maintaining accountability of Government property.

2. Form 5025 - Annual Government Property Report Instructions:

- a. Prior to the end of the annual reporting period, the Government Property Administrator may provide the contractor with a list of all contract numbers that must be included in the Annual Government Property Report. The contractor shall report on all active contracts including zero balances, if applicable.
- b. The following instructions correspond to the numbered items on the Form 5025.
 - 1. Enter the full name as it appears on your contract(s) and official mailing address of the prime contractor with the Division or Group name stated after the corporate name.
 - 2. Enter the Code (Vendor) and Facility (Location) Code assigned to your Division or Group. These codes can be found in block 8 of the contract SF30.
 - 3. Enter the contract number(s) for which property status is being reported, including any zero balance contracts. List the contract numbers starting with the oldest numbers first. If additional space is required, the Form 5025-continuation sheet may be reproduced as needed.
 - 4. Report on GFP and CAP on separate lines. GFP and CAP should include both materials and inventory.
 - 5. Insert the total quantity of GFP and/or CAP property being reported as the number of line items. As an example; Transmitter, Model ZYX, with a quantity of 5, and a Monitor, Model AQM, with a quantity of 30 would be shown as 2 since this is the number of line items being reported. The FAR allows Contractors to statistically sample items that fall below a set dollar amount, e.g., \$10, \$20, or \$100 when performing inventories. These items may be lumped together and reported as one line item identified as "LOT".

5 of 6

- 6. Provide the total acquisition cost for the total quantity of property being reported in column 5.
- 7. Provide the sum of all GFP and CAP entries in column 5.
- 8. Provide the sum of all GFP and CAP entries in column 6.
- 9. The name, title, signature of the official certifying the accuracy of the report <u>is</u> <u>required</u>, as well as the date, phone and fax numbers.
- 3. Government Property Report Instructions for Annual Submittal: The final or Annual report will include information on all Government property, which includes GFP/GFE/CAP, Inventory, and Materials heid by the contractor.
 - a. The list of property shall be sorted by contract number and then by property category.
 - b. Acquisition costs and line items shall be totaled by property category for each contract.
 - c. A separate list of all property over \$50,000, sorted by contract number.
- d. The recommended spreadsheet format is landscape using Courier New font size 11.
 4. Property Closeout Statement Instructions: Upon completion or terminating of a contract, the contractor shall complete both Parts A and B of the Statement, date, sign and provide the title of the official certifying the accuracy of the Statement. The contractor shall provide a suggested disposition for any remaining accountable GFP/CAP. (A list of disposition types can be found in the Definition of Data Elements section.)



[The following executive summary by Robert David Steele was written just months before this L-3 contract award. Steele is well-known to promote "open source everything." His persona as a fringe former C.I.A. intelligence analyst appears to be a propaganda smoke screen to disguise the CIA's actual contracting with L-3, as shown here. Curiously, Steele criticizes Oracle as "not being scalable" while promoting IBM DB2. DB2 is likely the source of Oracle's original coding in 1977-1979 with Oracle/Larry Ellison's previous company Relational Software Incorporated (RSI). Therefore, Steele's comment on Oracle appears to be calculated misdirection to keep the public confused while this global C.I.A. system was being implemented - illegally.]





Google







INFOSPHERE Knowledge Making Sense









Oak Grove Technologies











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WHITE PAPER

Global Information Monitoring & Related Decision Support

Executive Summary for the Chief Information Officer, DoD

L-3 communications, an \$11 billion a year organization long-dedicated to the special needs of the Department of Defense (DoD) and the complexities of sensor to shooter communications as well as business management systems, has spent the past year pulling together an extraordinary team intended to help DoD migrate rapidly from the existing legacy systems, toward a new DoD Global Information Grid (GIG) that substitutes design, leadership, business management, and private sector innovation for the current melange of stove-piped procurements and incremental configuration fixes. Within the planned focus on Joint Intelligence or Information Operations Centers or Commands (JIOC), augmented by regional Multinational Information Operations Centers (MIOC), we can create a global information sharing network that can be harvested up to the high side at no additional cost to DoD.

Central to our design solution is an understanding that Google does not work well alone, Oracle does not scale, and middleware is the choke point. CISCO has brought out two new revolutionary offering around which we have designed a global solution: the CISCO Application Oriented Network (AON) enables both content-based routing, and global information management through a rule-based system that can be updated, world-wide, instantly. Content-based routing creates smart dots that find one another at every level (e.g. tactical, without reachback), and then go find the humans that need them as well as the databases and modeling programs. CISCO's Internet Protocol Interoperability and Collaboration Systems (IPICS) enables the rapid integration and inter-operability of all radio systems, regardless of design, through the conversion of their signals into digital packets. The two systems together offer a foundation for the transformation of the DoD GIG at the same time that DoD impacts on the Department of Homeland Security and the State and Local constituencies through the U.S. Northerm Command and the evolving role of the National Guard as a unique element able to touch both law enforcement information under Governor's commissions, and national foreign threat intelligence under their military commissions.

We believe that by combining the CISCO offerings, which include global security solutions at every level of the network, with Google Enterprise, the only scalable real-time search & retrieval option that can be shared with coalition partners and non-governmental organizations, as well as very low cost leasing of the Googleplex (one third the cost of normal racks), with IBM's DB2 with OmniFind as a participating in-house data management standard, we can help DoD create a new DoD GIG that is also the hub for a "World Brain" that is able to integrate all information, in all languages, all the time. We seek nothing less than to help DoD achieve the mission objective established by Dr. Stephen Cambone in January 2004, when he called for universal coverage, 24/7, in all languages, at sub-state levels of granularity. We are doing that now in support of several of the Combatant Commanders and Services, and we are prepared to scale this up quickly, within the existing acquisition authorities and allocated budgets.

We have carefully considered a variety of issues, and are prepared to present this team and our architectural design solution at any time. On the next two pages, before beginning the original White Paper that has also been shared with the Director of National Intelligence and the Deputy Director of National Intelligence, we list some of the immediate benefits that could be realized if DoD adopts our proposed ideas. This proposal addresses GAO concerns about the DoD GIG.

Originator & Owner of Intellectual Property: OSS CEO Robert Steele, Contact information Redacted [Source: 2009-10-05 (25 Oct 05) OSS White Paper for DoD CIO, Download file: White Paper Draft 6.3 dtd 25 Oct 05 for DoD CIO OSS Copyright.doc http://www.oss.net/dynamaster/file_archive/091006/d2b8e7f8ea4c131b4b9a9a2f8e969ce3/White%20Paper% 20Draft%206.3%20dtd%2025%20Oct%2005%20for%20DoD%20CIO%20OSS%20Copyright.doc]

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Leadership Concept. Our concept for a transformative migration is open to all vendors and all legitimate governments and their militaries, as well as non-governmental organizations, universities, and other private sector parties able to contribute cash or information. If DoD is willing to ask the Department of Commerce for an anti-trust waiver such as was granted to the Microelectronics and Computer Technology Corporation (MCC) under Admiral Inman, and also willing to ask the Department of State to create an Office of Information-Sharing Treaties and Agreements, perhaps with DoD non-reimbursable funding, we believe we can create a skunkworks focused initially on integrating the needs and capabilities lined up for the U.S. Strategic Command, the U.S. Special Operations Command, and the U.S. Northern Command. We have a plan for rapidly migrating capabilities not only to the regional Combatant Commanders (COCOM), but also to their entire regions, such that the existing United Nationsl Joint Military Analysis Centers (JMAC), the existing regional information-sharing networks (e.g. the African Early Warning and Information-Sharing Network), and the existing COCOM Joint Intelligence Centers, can all share unclassified and some classified information securely, via the Internet, without major investments in unilateral proprietary systems.

Technical Approach. We agree with internal DoD reports as well as the GAO reports that suggest that a design win, an architectural solution, is necessary, rather than a continuation of the patchwork of configuration management and "digital dashboard" solutions that are stop-gap measures, nothing more. While there are other routing solutions, CISCO's combined offering of AON and IPICS, and its 85% share of the non-DoD marketplace, makes its technologies, in combination with our architectural design concept, a logical place to jump-start a transformative migration from the industrial era systems to the information network era. Put bluntly, the beltway bandid body shop model does not and will not meet DoD needs. A design model is needed where all participants must be compliant with data sharing standards best achieved through CISCO initially, and then as other CISCO competitors respond to DoD leadership, by all parties. This design model includes an appreciation of open source information as a means of enticing many parties to exchange and share information relevant to force protection and mission accomplishments, and of open spectrum, using smart devices and smart information to explode the bandwidth availability for DoD's intense spectrum needs.

Business Benefits. We have over time realized that the Chief Financial Officer (CFO) is the best possible ally of the Chief Information Officer (CIO), because a transformative migration to more efficient and effective information sharing and information exploitation capabilities, capabilities that enhance accountability and support decision-making, would allow DoD to not only stop a great deal of waste in the form of dysfunctional investments, but would recover so much in the way of savings that the information revolution within DoD could be accelerated at the same time that the savings could fund needed Stabilization & Reconstruction programs as well as support to Homeland Defense and Civil Authorities.

Migration Path. In our view, the planned investments at the Strategic, Special, and Northern Commands could be orchestrated in a manner that leveraging incumbents while enabling a more rapid and more scalable solution that can be easily replicated by others, including other legitimate governments. We believe that we are engaged in a World War in which information is the most important munition and the most importance resource. We believe that Information Operations, and the converse of Information Warfare, Information Peacekeeping, are the center of gravity for victory into the future. We respectfully ask for an opportunity to discuss this White Paper with a broad range of DoD experts responsive to the CIO.
Specific Opportunities for DoD Advantage

Free Access to Global Open Source Information. Our concept, seventeen years in development with over 40 countries as well as the United Nations and elements of the North Atlantic Treaty Organization, is the only approach that explicitly seeks to capture and harvest all global information at no additional cost to DoD. We can integrate all foreign media monitoring and other information that DoD is buying, and use that to develop "in kind" exchanges with non-governmental organizations, coalition militaries, universities, and private sector parties that pay in cash and kind for access to the larger aggregation of unclassified information.

Creates Network for Sharing Secret Information Securely. Just as FedEx is used today to move SECRET information, we believe that the Internet, not the existing government stovepiped systems, is the least expensive and most flexibile means of sharing secret information both domestically, and internationally, on a by-name basis.

Decision Support at All Levels. We completely endorse and are ready to integrate the ideas of Capt Scott Philpott, USN, the originator of the Special Operations "pit" and to develop tactical, operational, and strategic decision support modules that can support each function within each Service and within each COCOM.

Strategy & Force Structure. The integration of real-world open source information including geospatial visualization with rapid-response modeling and simulation will significantly enhance decision support in this critical area of transformation.

Inter-Agency Collaboration. Being able to understand the real-world challenges, as well as what is being done by all agencies of the U.S. Government and other governmental and non-governmental actors, will enable each COCOM to "matrix" needs and responses, and better orchestrate the application of all sources of national and international power.

Domestic Monitoring. Open sources of information are completely legal and ethical means of monitoring both political and acquisition or contractual and technical issues, and domestic sources of support for terrorists.

Force Protection. Forty percent of the all-source needs of the U.S. Special Operations Command are being met through international open sources, at a cost of under \$1 million. A global monitoring network that extends planned purchases and is able to harvest unfunded sources, will enhance force protection everywhere.

Early Warning. Our concept dramatically increases not only what can be known in all languages all the time, but it also engaged the human experts across all national, organizational, and cultural boundaries. It utilizes information as a form of glue or "scent" to rapidly form and expand communities of interest that can be helpful to DoD via civil affairs or diplomatic channels.

Training & Education. Our advanced visualization and semantic web applications will make all of this information immediately usable for on-the-fly training and educaiton, a form of "virtual" university with training colleges for all countries and topics.

Mission Accomplishment. In the Age of Information, when Information Operations (IO) is central to DoD's performance, the rapid adoption of this integrated design approach to information sharing and information exploitation, will be helpful to mission accomplishment across the full spectrum of conflict and engagement.

Executive Summary

The end of the Cold War and the emergence of terrorism, radicalized religion, the proliferation and commoditization of weapons of mass destruction, and the increased informational and economic power of Arabia, Brazil, China, India, Indonesia, Iran, Russia, and Venezuela, among others, has brought Information Operations to the forefront of the unified national security strategy. The Administration and Congress both recognize that Strategic Communication, Public Diplomacy, and inter-agency information-sharing and collaboration must be core competencies within a transformed national security arena. Robust inter-agency information-sharing and collaboration practices will be most effective if there is a common understanding of the real world based on global foreign information acquisition and analysis. With this White Paper L-3 communications and its extraordinary partners offer a campaign plan for meeting the requirement established by the Undersecretary of Defense for Intelligence (USDI) in January 2004: universal coverage, 24/7, in all languages, down to the tribal and neighborhood levels of granularity. This capability addresses the needs of the Department of State, which wishes to be a consumer of open source information rather than a collector; of all DoD elements, of the Department of Homeland Security and its state and local constituencies, and of all other elements of the U.S. Government (USG)..

L-3, the only defense contractor to be included in the WIRED 40, masters of innovation and technology with strategic vision, plans to partner with three other U.S. companies listed in the WIRED 40 (IBM, CISCO, Google), and with the top open source information companies in the world-including the leading provider of foreign geospatial and foreign information acquisition services-as well as world-class providers of man and machine foreign language translation services as well as multi-lingual operational field support services. We are integrating these global scalable capabilities with our existing analytic and technical services, and adding the extraordinary statistical analysis and pattern recogniton capabilities-including early warning from information that should be present but is not-of IcoSystem and Texas A&M University. PRNEWSWIRE completes our team and is our partner in evaluating key communicator biases and content trends, and in creating direct email, facsimile, and voice paths to influentials in every country and every domain. We deliver the message "by name." We will integrate a global 911 service that will allow any individual to call in and receive both interactive secure real-time translation and subject-matter expert support, as well as secure locationally-aware cultural intelligence, using Tacticomps and other commercial hand-helds, as well as a 119 service for "bottom-up" dots from citizens to the Department of Homeland Security (DHS) and to the elements of the U.S. Intelligence Community...

L-3, with leading roles in support of the Global War on Terror (GWOT) and the Homeland Security (HS), believes that Open Source Intelligence should be the linch pin for a new out-sourced approach to global information acquisition and exploitation that also provides a basis for a "Manhattan Project" approach to global information sharing and sense-making. This White Paper presents our unique scalable approach to the twin challenge of global information monitoring and related decision support as well as multinational, multiagency, multidisciplinary multidomain information sharing (M4 IS). L-3 is pioneering the concept of burden-sharing in two important ways beneficial to our clients' mission: we are increasing the amount of information that is available by obtaining free access to United Nations (UN) and Non-Governmental Organizations (NGO) and academic databases world-wide, and by implementing a global clearinghouse concept, an Open Source Information System (OSIS-X), that permits other governments and corporations to share the cost of acquiring information not now affordable by the USG. Our team strengths are shown on the next page (Figure 1). We anticipate that we will be able to earmark several hundred million dollars to build a "virtual back office" and hub for all USG OSINT, that can be subsequently expanded to the North Atlantic Treaty Organization (NATO), UN agencies, and thence to a wide variety of regional coalition partners and organizations. We wish to do this is careful coordinatioin with the DNI, and with all relevant elements of the USG.



Figure 1: Team L-3 for Global Information Grid Challenges

Our foreign language translation partners are shown separately in Annex A. We have structured our team along six lines—clients may hire *any* of the team members as "prime" contractor.

1. By promoting and perhaps even subsizing global adoption of IBM's DB2 with OmniFind, we will substantially reduce the cost and increase the speed of accessing globally distributed private databases. By integrating CISCO's Application Oriented Network (AON) with Personal Digital Assistant (PDA) and disk level security features, and Google Enterprise, we resolve all of the latter's security issues, while retaining its superb capability. We can also use Google to see what's popular at the tribal level. *Licensing the Googleplex reduces overall network computing costs by two thirds*.

2. Our contracting of FedEx (including globally-distributed Kinko's capable of digitizing daily), and Amazon, which can apply its technologies to foreign language books and documents, to include understanding of what is popular at the provincial level and across ethnic groups, is innovation at its best.

3. Our open source intelligence (OSINT), decision-support (DM), machine translation, and data mining and statistical analysis pioneers, and our adoption of INTER-4! Tacticomps as our generic hand-held device for both inputing and receiving OSINT, are the guts of our global strategic objective of accomplishing the defense vision of universal access, 24/7, in all languages, at sub-state levels of granularity (provincial, tribal, neighborhood), along with tactical access from anywhere, to global information and imagery.

4. Geospatial depictions and fully integrated 1:50,000 geospatial data points are the foundation for our scalable and flexible data extraction, dissemination, and visualization. We leverage all available vendors, and add to this a rapid response modeling and simulation capability.

5. PRNEWSWIRE, with our help, will be able to reach influentials everywhere "by name," at the sub-state level (provincial, tribal, neighborhood). Public diplomacy and strategic communications will be enhanced.

Our Executive Summary is completed with two depictions, one on this page (Figure 2) and one on the next page (Figure 3) of our ten-year plan for creating a global open source information system, and eventually a global all-source information system, that fully exploits locationally-aware devices including Radio Frequency Identification (RFID) tags, and our plan, already discussed with the United Nations, Scotland Yard, and selected others, to change the global information paradigm by making possible universal access to shared information at three levels: public, government-only, and restricted. Access can also be controlled "by name." Finally, page 5 is an implementation schedule for the first 100 days, and for the two-year plan for elements to be funded under contract.



Figure 2: Strategic Depiction of New Approach to Global Information Burden-Sharing

NOTE: The dollar figures above are projected international government and corporate expenditures on OSINT, not US Government investment figures. We believe that OSINT is ideally suited to "burden sharing," and that leadership from the DNI and the new director of the open source program can substantially increase the amount of information available to the USG at no cost to the USG, by incentivizing multinational information-sharing, and by providing a distributed but architecturally coherent means for many governments and many corporations to share the cost of making information available for secure and selective sharing, will answer USDI's requirement.

The recent decision of the United Nations to work toward a global UN information-sharing network open to our exploitation in return for access to OSIS-X, is one of our most important opportunities. If we can add the World Bank as an early adopter, the entire USG will benefit. We fully expect global multi-national corporations to co-invest and share the cost and the collection burdens for creating the Open Source Information System – External (OSIS-X).



Figure 3: Strategic Depiction of Ten-Year Development Plan for Global Intelligence System

General Al Gray, testifying to Congress in the 1990's, explained why he was the only Service chief to place both communications and intelligence under the same flag officer. He said:

"Communications without intelligence is noise; intelligence without communications is irrelevant."

Writing in *Forbes ASAP* in August 1998, Peter Drucker, the dean of American business innovation, said (here we paraphrase a much longer commentary):

We've spent 50 years on the T in IT, now it is time we spent 50 years on the I in IT.

The printing press started the industrial era. The Internet started the information era. Team L-3, in the service of America and of the U.S. Government, is prepared to start the new era of global collective intelligence—a new, safe, intelligent network for profitable information-sharing that is directly responsive to the Defense Science Board studies on *Strategic Communications* (July 2004) and *Transitions to and from Hostilities* (December 2004).

L-3 has identified funding needed over two years, to refine and scale up the capabilities listed in Annex E, following the milestones and objectives listed on the next page. L-3's commitment to creating a global Open Source Business Unit is consistent with both classified and unclassified government needs for improved access, with one big difference: it is open to all possible contributors of raw foreign language information in all media forms.

This vision is so bold and so far-reaching that we provide here a summary of the implementation plan for the first 100 days and for the two-year investment period. Team L-3 knows who to hire to execute this plan, and will meet this schedule with a collection of world-class "brand name" individuals. What we build will be the new, safe, intelligent information-sharing network for the world, one that is in the service of legitimate governments while helpful to all participating individuals and organizations including non-governmental organizations active in stabilization and reconstruction operations.

First 100 Days

Day 1:	Publicize the Commitment, Announce Mission and Goals
Days 2-10:	Meet with Constituencies, Establish Consensus Among Stakeholders
Days 11-20	Hire Key People at Premium Scales, Avoid Re-Locations—Global Virtual Team
Days 21-30	Establish OSINT Academy, OSINT Help Desk, and Translation Web
Days 31-40	Establish Information Technology Skunkworks for IC, DoD, UN, and World Bank
Days 41-50	Establish Web-Based Federated OSINT Requirements (Tasking Request) System
Days 51-60	Establish Web-Based Federated Collection Management (Tasking Order) System
Days 61-70	Establish Web-Based Federated Data and Production Management System
Days 71-80	Finalize Personnel, Facilities, Equipment, Funding, and Focus of Global Effort
Days 81-90	Test-Drive the Commercial Open Source Agency (COSA)
Days 91-99	Adjust
Day 100	Open for Business

Operational Objectives for the First Two Years (1 October 2005 to 1 October 2007)

Consistent with the internal investment schedule on page 45, and leveraging all contracts that can be won in the areas of information operations, information-sharing, global multi-media open source information acquisitiion and exploitation (including geospatial information), and foreign language translation and multi-cultural analytic services, Team L-3 will:

1. Create a globally accessible OSINT training program that combines residential, mobile, and web-based distance learning (this is distinct from and complements the USG to USG training)

2. Create a globally accessible OSINT Help Desk staffed by "super-searchers" able to leverage both classified and unclassified databases in all languages and formats.

3. Create a globally accessible Translation Web where human translators and experts can be tested, joined, and tasked for near-real-time translation and analysis services, including 911 services.

4. Establish a focused acquisition, digitization, translation, and analysis of Chinese historical documents relevant to U.S. national security and U.S. national economic competitiveness.

5. Create an architecture for sharing unclassified information among the Combatant Commanders, DoD agencies and intelligence centers, the USG, and United Nations as well as the World Bank.

6. Join as many academic institutions (free) and corporations (fee) to OSIS-X as possible.

7. Create a living directory of the top 100 published experts, and the top 100 unpublished experts, across all topics relevant to U.S. national security and national competitiveness.

8. Create the Texas Early Warning Center to pioneer data mining advances helpful to homeland security and the prevention and resolution of conflict in every clime and place.

9. Create a showcase Corporate Warning Network based in New York City (Harlem).

10. Subsidize a DoD examination of residual capability in abandoned satellites that can be used to deliver free Digital Marshall Plan services across Africa and South America.

11. Create a Strategic Information Operations Decision Support Center in Northern Virginia.

12. Subsidize the Security Affairs Support Association (SASA) in developing executive seminars in information-sharing and intellectual property management—then create the University of the Republic as a fee-based means of fostering information-sharing across organizational boundaries.

Concluding this Executive Summary, here is an advance view of the Conclusion to this paper.

Our mission is to obtain universal access, in all languages, 24/7, at the sub-state level, to provide legal, ethical, overt decision support, and to dramatically improve the ability of all-source intelligence to provide secret decision support. Open Source Intelligence (OSINT) is a means to an end, not the end itself.

We have seven goals:

1. To provide tailored decision support to defense and homeland security policy makers, defense acquisition managers, defense operators, and defense intelligence professionals.

2. To nurture, embrace, and integrate information from the seven tribes of intelligence of all countries, so as to enable universal coverage of every country, in every language, 24/7, down to the neighborhood, tribe, and gang level.

3. To create a global network of people—both U.S. citizens and foreign nationals—who are nothing less than "first string" professionals in the business of finding, getting, buying, and exploiting all forms of information in all languages, mediums, and domains. We will establish an OSINT Academy to teach and certify open source information collection, processing, and analysis skills at three levels: beginner, intermediate, and advanced. As individuals are trained, their contact information will be entered into a global directory with varying levels of visibility.

4. To create a leap-ahead Global Information Architecture (GIG) that fully integrates Application-Oriented Networking Systems (AONS), semantic web and synthetic information architecture, Extensible Mark-up Language (XML), Really Simple Syndication (RSS), and a suite of open source software tools such as the Defense Advanced Research Projects Agency (DARPA) has tested (STRONG ANGEL) to enable all government and non-government parties to share information securely and effectively. We will implement this through a skunk works in the National Capitol Area (NCA), and an Open Source Information System – External (OSIS-X) open to all seven tribes in all countries.

5. To create a global tasking (requirements) process and system that is open to, and nurtures, Multi-National, Multi-Agency, Multi-Disciplinary, and Multi-Domain Information-sharing (M4 IS).

6. To create a global collection planning process that optimizes the amount of free information entering OSIS-X that is immediately importable to Intelink on the high side; we do this by incentivizing partner nations within each theater of operations, and by providing selective free access to OSIS-X as a platform for information-sharing among universities, NGOs, and others.

7. To create a global processing, exploitation, and dissemination system that optimizes the amount of relevant unclassified information and tailored unclassified decision support that can be provided to each of our stake-holding constituencies within defense and homeland security.

We will have three priorities: first, filling in the gaps that are not now covered by secret sources and methods; second, providing "good enough" support to those elements of defense and homeland security that do not get sufficient substantive intelligence support now; and third, helping transform defense and homeland security in all their aspects by dramatically improving decision support.

L-3 and its partners are prepared to deliver a 21st Century global information monitoring network and related decision support whose cost is shared by multiple governments and corporations, while providing at least a double order of magnitude increase in useful information available to DoD in near-real-time, in all languages, with applied analytics embedded in the network.

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The Problem

The Strategic Problem

At the strategic level, and directly related to a half-century of focus on a handful of hard targets considered to be military threats, the United States of America finds itself with a military optimized for force-on-force confrontations between nation-states, and a national intelligence community optimized for stealing secrets through technical means, with an extremely narrow range of focus and almost no flexibility. The bulk of the money for intelligence is invested in technical collection rather than in Tasking, Processing, Exploitation, and Dissemination (TPED). 99% of the funding is focused on secret collection rather than open source information acquisition and exploitation. Emerging threats and non-state actors are best understood by achieving USDI Dr. Stephen Cambone's vision of universal coverage, 24/7, in all languages, using open sources of information. At the same time, the Department of Defense lacks adequate personnel with language skills relevant to most of the complex emergencies and conflict zones where U.S. forces are engaged.

"Much of the needed information and knowledge can be found in unclassified sources, [but] the pursuit, exploration, and exploitation of open sources have taken a back seat to learning secrets. While we in no way denigrate the importance of the latter, we ask the [Secretary of Defense] to instruct [the Defense Open Source Council] to establish a vital and active effort focused on using open sources to provide information on cultures, infrastructure, genealogy, religions, economics, politics, and the like in regions, areas, and states deemed ripe and important."

Defense Science Board 2004 Summer Study on Transitions to and from Hostilities (Undersecretary of Defense for Acquisition, Technology, and Logistics, December 2004).

"DoD does not have an effective language oversight program. There is no systematic requirements determination process. There is no comprehenisve and accurate database of DoD personnel with language skills. ... What we [must be] concerned with is ... anticipating tomorrow's requirements."

Defense Science Board 2004 Summer Study on Transitions to and from Hostilities (Undersecretary of Defense for Acquisition, Technology, and Logistics, December 2004).

"[T]he need for exploiting open source material is greater now than ever before...since the spread of information technology is immune to many traditional clandestine methods of intelligence collection...open source materials may provide the critical and perhaps the only window into activities that threaten the United States."

Report to the President of the United States (Commission on the Intelligence Capabilities of the United States Regarding Weapons of Mass Destruction, 2005)

The Operational Problem

At the operational level, inter-agency collaboration within the U.S. Government, federal-statecounty collaboration among the three levels of homeland governance, and multinational interagency collaboration within any given regional theater of operations, is severely constrained, almost to the point of complete ineffectiveness, by decades of investment in unilateral classified communication systems to which others—including elements of the federal government not traditionally engaged in national security affairs, and U.S. law enforcement at the state and local

levels—cannot be granted access. The problem is exacerbated in relation to the transition to and from hostilities, where the Defense Science Board has determined that information-sharing with non-governmental organizations is absolutely essential to both campaign planning for military operations, and the execution of post-hostilities stabilization & reconstruction operations. The problems evident in our own homeland security information environment are dramatically compounded when we are seeking to access and exploit foreign information.

"Today there is no single agency or computer network that integrates all [national] security information [worldwide]...instead, must of the information exists in disparate databases scattered among federal, state, and local entities. In many cases these computer systems cannot share information—either 'horizontally' (across the same level of government) or 'vertically' (between federal, state, and local governments. Databases used for law enforcement, immigration, intelligence, and public health surveillance have not been connected in ways that allow us to recognize information gaps or redundancies."

The National Strategy for Homeland Security (The White House, 2004)

"The U.S. government cannot meet its own obligations to the American people to prevent the entry of terrorists without a major effort to collaborate with other governments. We should do more to exchange terrorist informatin with trusted allies..."

Information-sharing for Homeland Security: A Brief Overview (CRS, 10 January 2005)

The Tactical Problem

At the tactical level, two problems persist, one from the past and one newly recognized. The continuing problem is associated with the disconnect between classified national systems that cannot see under bridges, within neighborhoods, and into hearts and minds; and the distinct but related problem of delivering useful fused intelligence to the front lines—to the those fighting to achieve objectives in the last mile. The newly recognized problem, with the proliferation of coalition allies, non-governmental organizations (NGO), private military contractors (PMC), religious organizations, and increasingly self-organized citizens groups, is that of establishing effective means of both sharing unclassified information when it makes sense to do so, and of establishing a shared view of the battlefield, be it diplomatic, informational, military, or economic.

The Technical Problem

Available information in 33+ languages and over five dialects of Arabic has exploded. Not only has print media information exploded, but African, Arabian, and Asian radio and television have exploded, and are often the only mediums available to illiterate individuals comprising a breeding ground for terrorists and criminals. Our national systems—both technical and human—are unable to scale up or drill down to acquire, translate, and analyze all relevant open information. At the same time, much of what we know is buried in electronic mail and personal hard drives that are not normally indexed for search & retrieval by any enterprise-wide system, much less a network. Tactically, there is a need for a leap ahead in both Personal Digital Assistant (PDA) technology, and in the exploitation of globally-distributed multi-media and multi-lingual information for specific localized needs.

More subtly, we have a problem in that we have tended to substitute technology for thinking or trust, and failed to develop social information-sharing relationships and networks. These are key.

Our Strategic Concept of Operations

Appreciating the Magnitude of the Challenge

The global information explosion and its logrithmatic increase cannot be understated. Below (Figure 4) is an illustration of where information quantities are headed. Information doubled this past two years, so we are now looking at 100 billion gigabytes or 100 exabytes, roughly equal to 2 trillion four-door filing cabinets full of documents. Within this complex, multi-media and multi-lingual environment, the noise to signal ratio will get tougher, and so also will the early warning, anomaly detection, and pattern recognition challenges.



Figure 4: The Growth of Information Challenge

This is just the digital information—when one adds unpublished local or expert knowledge, locally-available hard copy or "gray literature," and geospatial information as well as television and audio programming not available through the Internet, the magnitude of this challenge becomes apparent.

The critical ingredient in making sense of all of this information in near real-time is a scalable database architecture. Only the combination of IBM DB2 as the standard for private data collections, and Google Enterprise, the Googleplex of redundant data centers, and CISCO's Application Oriented Networking System (AONS) can scale, now, to this challenge. Team L-3 knows how to do this.

Linking Foreign Open Source and Domestic "Bottom Up" Collection

In our view, fully half the "dots" needed to prevent the next 9-11 will come from county-level observations by individual citizens and cops on the beat. Right now these dots have no place to go. At the same time, many distinguished authorities including Mr. David Gergen and Senator David Boren, have observed that only the internationalization of U.S. education will produce the kind of citizen we need to be effective in the age of globalization. For this reason we believe that an external commercial open source information network can serve as a means of linking foreign open source information collection and sharing, with domestic information collection and sharing. Eventually we anticipate that this commercial network will be authorized for at least Secret and probably Top Secret sharing, just as Federal Express is authorized for the transmission of Secret deocuments today. Our strategy as outlined in this White Paper is consistent with Office of Management and Budget (OMB) interest in considering the maximum possible use of commercial providers for defense and homeland security open source intelligence collection and processing,¹



Creating the Open Source Information System – External (OSIS-X)

Figure 7: Open Source Information System – External (OSIS-X)

Above (Figure 7) we have illustrated our understanding of the four quadrants of information that every COCOM and defense agency much be able to gain access to in order to plan and carry out their mission. Huge investments have been made in the two secret quadrants, and virtually no money at all has been spent on the two unclassified quadrants. It is our intention to deliberately fund OSIS-X as a commercial venture, taking care to migrate key personnel and standards from Intelink and OSIS, in order to create a universal global network that can not only receive and make

¹ Code M320 was created by Mr. Sean O'Keefe, Deputy Director of OMB at the time (2000-2001), acting on the advise of Mr. Don Gessaman, former Associate Deputy Director of OMB for National Security, who is a consultant to Team L-3 with respect to optimizing our design and implementation of common solutions that can be migrated across the US Government and down to State & Local Governments.

sense of all unclassified information in all languages and all mediums, but can also be paid for—in cash and in kind—by all governments, corporations, and transnatinal organizations that choose to participate. We expect to sharply reduce the cost of global information to the government, in part by eliminating the need for multiple subscriptions to expensive commercial subscription services that tend to lack foreign language content, tend to be oriented toward business rather than defense, and have sources that can often be found for free or at lower cost elsewhere on the Internet or through direct arrangements with localized source aggregators; and in part by creating a global network that facilitates the harnessing of distributed global intelligence that easily can be ported to the high side of USG systems. We expect to migrate the proven standards, meta-tagging, and "look and feel" of the existing OSIS and Intelink networks, into the larger commercial and multinational arena, while providing for the application of leap ahead commercial technology, and new forms of security that will increase what can be shared, with whom, under appropriate dissemination controls with useful audit trails.

Information Collaboration Center (ICC) as a Generic Capability

As the only defense vendor recognized by WIRED as a transformative innovator, we feel wellqualified to suggest that the Joint Inter-Agency Collaboration Center (JICC) initiative at SOCOM (Figure 8), can and should be used to create a generic Information Collaboration Center (ICC) capability that can be migrated quickly from its first implementation at SOCOM, to STRATCOM and then to other theaters (especially NORTHCOM for the homeland security implementation), and thereafter, to each State or Commonwealth (creating generic state-wide Community Intelligence Centers), and then outwards to the varied NGO agencies that have important global databases and subject-matter expertise relevant to proliferation, public perception, failed states, transnational crime, and so on. Our approach is consistent with the Defense Science Board studies on *Strategic Communication* (July 2004), and on *Transitions to and from Hostilities* (December 2004), whose key authors advise us as needed. Our integration of CISCO AONS, Google Enterprise, Silobreaker, and Anonymizer, will dramatically increase the amount of foreign and unclassified information available to every end-user, while providing anonymity.



Figure 8: Providing a Common View with Shareable Open Source Information

Creating Regional Multinational Information-sharing Centers & Networks

Team L-3 proposes to use our implementation of the OSIS-X, initially funded with our own IR&D resources, to offer free uploading to all regional COCOMs and their coalition allies so that the information can be indexed by Google, secured by CISCO, and easily harvested to the high side by Team L-3 in collaboration with SOCOM. It is our hope that the generic ICC can be migrated to regional multi-national information centers that could eventually become multinational all-source intelligence and operations centers (Figure 9) where coalition military can attract unclassified information from across their respective countries, while allowing a multinational team led by the US to process and make sense of this information for regional early warning and coalition action purposes. Eventually they could add clandestine and technical collection of secrets to their capabilities.



Figure 9: Concept for Harnessing Coalition Information Access & Services

Preparing for Global Stabilization & Reconstruction Operations

Our intellectual partner, OSS.Net, Inc., winner of the competitive open source support contract for SOCOM, has pioneered the "one button" push method for migrating open source information and intelligence upwards into NIPR and SIPR nets, by pre-installing Intelink meta-tags in all processed open source information. We believe that we can take Intelink standards and migrate these outwards via CISCO, Google, and Amazon, such that all information we capture and process for any client is immediately migratable to the high side with a "one button" push. At the same time, we can use the unclassified web-based information network that InfoSphere has installed in Sweden to provide a discreet international information-sharing platform where participating nations and organizations can upload information they wish to share, while we offer them unclassified information from US sources that have been approved for sharing (either generally or by individual subscription). This will substantially enhance the ability of the USG to share information relevant to stabilization & reconstruction operations with ad hoc partners that are not cleared for classified systems, and that do not possess communication and computing equipment unique to DoD and its varied networks. DARPA's STRONG ANGEL open source software appears to be relevant, in conjunction with INTER-4 Tacticomps sanitised for general use, to rapidly establishing both threater-wide and tactical information-sharing and collaboration networks with shared low-cost information analytics and decision-support functionalites.

Harnessing the Seven Tribes Through Coalition Military Networks

Within each nation-state, the national government, the military, and the national law enforcement community represent just a fraction of the local knowledge and the direct access to varied open sources of multi-lingual and multi-media information. The other "tribes" include the business sector, the academic community, the NGOs and the local or regional media, and finally, self-organized citizen groups, labor unions, and religions. Our concept of operations provides for the facilitation of web-based voluntary but also *accredited and authenticated* participation by any and all elements, generally through and with the encouragement of their governments, whose employees will be afforded anonymous access across the system. The creation of such networks within each nation-state, and within each region, actually facilitates Strategic Communication in that the same network used to receive open source information can also be used to broadcast, in a carefully measured manner, specific messages to specific groups. Below (Figure 10) we illustrate these seven tribes, and also show our understanding of the degree to which each tribe can contribute unclassified information into a larger network—we can "go for the green" in the sense of going after free information from every "tribe" in every country.



Putting the I Into DIME (Diplomatic, Information, Military, Economic)

L-3 proposes to fully address USG needs for Public Diplomacy, Strategic Communication and the Transition to and from Hostilities by creating a global open source acquisition, analytics, and technical information-sharing environment that will increase by an order of magnitude, and then a double order of magnitude, the near-real-time multi-lingual and multi-media information that can be delivered to USG elements in support of operational planning, acquisition and logistics management, and all-source intelligence targeting, evaluation, and integrated production. We will merge global acquisition, translation, statistical analysis, analytic services including historical and cultural analysis, and tailored dissemination in near-real-time. We are creating commercial concepts and doctrine for Information Operations that will be helpful to all elements of DoD as well as to homeland security.

Open Source Software for Global Access to OSIS-X

We share the commitment of the U.S. Government to finding "common solutions" migratable to the Department of Homeland Security (DHS) and down to the state and local level at the lowest possible cost—or even free—and we also share the vision of the Department of Defense (DoD) as it realizes its objective of achieving universal coverage 24/7 in all languages, at sub-state levels of granularity. These objectives cannot be achieved without the adoption of open source software as the primary means for enabling broad global and local access to OSIS-X, both to contribute information useful to national security and national competitiveness, and to share information down to the tactical and local levels, inclusive of NGOs and varied coalition government elements and private sector elements. We anticipate that an open source environment will also make it easier for governments within each Combatant Commander's Area of Operations (AOR) to participate in OSIS-X, providing not only military information, but diplomatic and economic as well as environmental information.

Social Networks and Relationships of Trust are Fundamental

Each of the above elements of our strategic concept of operations benefits from our awareness that technology is not a substitute for social networks and the establishment of relationships of trust that permit information-sharing under conditions of extreme urgency and stress. Our team members, and MindTel in particular, have experience in crossing multiple domains with secure enough communications to accelerate and deepened over-all information gathering, information sharing, and information exploitation patterns under stress and across great distances. Our team is capable of achieving a cross-domain situational awareness, and an appreciation of cultural and organizational nuances, that are simply not possible within a technology-driven "cut and paste" or "database stuffing" concept of operations. We reduce and eliminate friction by stressing the social networks and the relationships of trusted needed to collect the right information in a timely manner, translate it and evaluate accurately, and explain it effectively. If the network is the computer, then the people are the network, not the wires and the bits and bytes. Global monitoring and decision support is a people challenge, not a technical challenge.

Our Operational Approach

Global Multi-Lingual, Multi-Media Information Acquisition

FIND Free

The US government cannot readily put its hands on critical elements of information that are already acquired and stored across a variety of databases and desktop drives. We propose to establish a clearinghouse function that will store a copy of any relevant information acquired by any U.S. Government organization, or any foreign participant in our larger network (OSIS-X). Our capability will not only enable rapid reliable access to what is already known, but we will meta-tag it to Intelink standards and provide for the harvesting of new information and one-button push up to the high side every 15 minutes. Team L-3 will validate all such data in terms of source bias, accuracy, and redundancy, and we will secure this data which will now have added value by virtue of having been validated and integrated into OSIS-X.

GET Free

Our OSINT element OSS.Net, Inc. wrote the NATO *Open Source Intelligence Handbook*, and has trained 7,500 officers from across 40 countries, during the past ten years. With our other partners we will establish an outreach program that offers free access to open source information that is approved for sharing, in return for online collaboration in rapidly identifying, obtaining, translating, and evaluating information that others can get for us, free. We believe that within any given theater leadership and communication and sharing can secure a 10-1 return. If we are willing to share what we have, we will elicit and obtain, free, ten times that amount of relevant information from coalition partners eager to be part of this larger unclassified information-sharing system.

Example from USSOUTHCOM: With the Command's permission, OSS.Net has provided free copies of the *Open Source Information Overview* done daily, and of selected reports, to the Congressional Research Service, to the Canadian military intelligence branch responsible for South America, to the Organization of American States, and to the section heads for the Latin American Studies Association as well as varied subject matter experts around the world. The broadcast email to which the documents were attached was used, as appropriate, to advertise Command interest in any available information on a specific topic, such as Haiti, or Central American gangs. Invariably we would receive valuable immediate responses, as well as follow-up months later when new work was produced. Our methodology creates a community of interest that has a stake in contributing whenever and whatever they can.

BUY Low-Cost

While there are many companies, and some government organizations, that offer foreign media monitoring, open source intelligence, and unclassified analytic services, only one company, OSS.Net, Inc., has focused exclusively for sixteen years on "mapping" the foreign open source information environment, covering sources, softwares, and services.

On the next page (Figure 11) is a representative sample of the areas where we can obtain "best in class, best price" support:

Open Sources	Open Software	Open Services
Current Awareness	Analysis	Online Search & Retrieval
Current Contents	Automated Abstracting	Media Monitoring
Directories of Experts	Automated Translation	Document Retrieval
Proceedings & Translations	Data Entry/Digitization	General Search & Retrieval
Commercial Online Databases	Data Mining & Visualization	Telephone Surveys
Threat & Risk Assessments	Data Retrieval	Private Investigation
Maps & Charts	Desktop Publishing	Strategic Research
Commercial Imagery	Insider/Outsider Electronic Security	Geospatial Analysis
Direct Observation/HUMINT	Internet Spiders & Crawling	S&T Acquisition Research
Original Information Creation	Video/Online Collaboration	Compliance Monitoring

Figure 11: Frugal Effective Commercial Procurement of Open Source Information

L-3, OSS.Net, and InfoSphere have been very effective at identifying, testing, and teaming with niche small business that provide better services at lower costs than can be obtained by intermediate and larger networks of translators, analysts, and technicians. Annex A provides our strategic approach to integrating machine translation, online dictionaries, and different types of human translators and subject matter experts, and also lists a selection of specific companies around the world used by L-3. InfoSphere has its own proprietary list of over 300 ground collectors and translation specialists, while East View Cartographic operates a global geospatial acquisition network that can also obtain local "gray literature"—limited edition publications nor normally available to US Government personnel. As well, SOSi, a medium-sized business, is internationally known for its multi-lingual operational support capabilities.

TASK High-Cost

Finally, we have the classified disciplines, as well as directed overt collection from overt U.S. Government sources such as Embassy personnel. These should be a source of last resort because of their cost and the time lags in obtaining responsive integrated answers. L-3 has thousands of experts across all of the classified disciplines, and we are prepared to help define collection requirements that are precise and focused, and reflect all that can be known first, and at lower cost, from free and for fee sources of information.

Machine and Human Translation Services

In addition, L-3 has over the years established a strong internal cadre of US Citizens with both clearances and foreign language skills. L-3 has also, over the years, identified, tested, and subcontracted to a broad range of U.S. and foreign businesses—mostly very small businesses, that in the aggregate provide extremely reliable, accurate, responsive translations at the native fluency level, in 185 languages and dialects. In the aggregate they operate in 80 countries. Our other partners augment this network with hundreds of indigenous and domain expert translators, most operating under cover support plans.

With this internal foundation and existing trusted network of both cleared and uncleared human translators, L-3 proposes to help DoD and DHS (including all county-level 911 systems) make significant advances in foreign language exploitation by integrating machine translation capabilities such as Babylon, CYBERTRANS and SYSTRAN with our innovative partner Sehda, whose S-Minds product is slated for inclusion in the Tacticomps being created for SOCOM by INTER-4.

Deep Web Data Mining & Global Research Assistant

We have found that it is possible to apply the power of grid computing to distributed information retrieval across very large quantities of data stored in geographically distributed heterogeneous content collections. We regard this pioneering but practical capability to be a precursor to our semantic web and synthetic information architecture planned for Phase II of OSIS-X. This capability, developed under Department of Energy auspices, and applicable to multimedia, multilingual medical databases, is a vital means of leaping ahead to the next level of inter-agency information sharing. Our addition of Deep Web Technologies to the team addresses ensures that this capability will be seamlessly integrated to our core technologies (CISCO, Google, IBM).

Multilingual Machine Extraction, Distillation, and Prioritization Technologies

Information available electronically has been growing at such a rate where it is impossible for people to identify the nature of the information content as it is made available, and even less feasible to absorb the actual information content. Synthesis and awareness of the content of information has now become a key technology for transforming large amounts of textual data to actionable information. Teragram multilingual linguistic technologies enable the distillation, fusion and personalized views of vast amounts information. Teragram Corporation provides multilingual natural language processing technologies that use the meaning of text to distill relevant information from vast amounts of data. By extracting of information from unstructured texts, categorizing it and fusing it, each user can be presented to a unique personalized view of the content. Teragram also provides linguistic dictionaries and resources can be embedded in other applications to perform more efficient searches and better organize information in more than 30 languages including European, Eastern European, Asian and Middle Eastern languages. Teragram's multilingual text mining technologies include entities and events extraction, automatic categorization and taxonomy management.

Generic Open Source Information Processing Service—Silobreaker

Our analytic team, including retired defense attaches annotating and drawing insights from translated materials, will be equipped with Silobreaker, the world's best fully integrated open source information workbench. Silobreaker is our common low-cost (under \$200 a seat per year) open source analysis toolkit, that is combined with instant anonymous access to tens of thousands of online sources in all domains of interest, maps, visualization and more. Silobreaker will also harvest the input of an estimated user base of a minimum of 200,000 users during 2006, and growing rapidly thereafter. Various hand-held devices including the Tacticomp from INTER-4 will be able to use templates to enter information including images into the Silobreaker database, and to pull "just enough, just in time" information, including maps and images, from Silobreaker.

Babylon Enterprise Title and Phrase Translator

The technology that exists in the market today is still not accurate enough to be able to understand the context or the nuances of full document in a foreign language. Our professional approach mixes "good enough" title and text translation from Babylon and now Babylon Enterprise (one click on any word or product code provides the user with information that may be stored in several corporate systems i.e. SAP, Oracle, Siebel, etc. hence it is a key application in assisting organizations in accessing foreign language knowledge that resides in different IT systems), with a generic multi-lingual translation software that can be trained up rapidly, and our global network of human translators, many of them with varying levels of U.S. clearance for special access.

Generic Multi-Lingual Translation Service—Sehda S-Minds

As a way to augment and ease the human-based translations, and as a replacement to the expensive-to-build-and-imperfect machine translation systems, Sehda has been working on learning algorithms that allows machine to learn how to learn the correct translation of a new language. This allows Sehda to develop translation for a new language pair very quickly that covers the basics of the language, and then apply its "Rapid Localization" algorithm to learn new vocabulary, phrases, and even idioms that are translated. After a few weeks of usage, this system can fully replace 80-90% of translations that the human does in any language. This effort is support by the Defense Advanced Research Projects Agency (DARPA).

This technology is also in use with Sehda's S-Minds technology that allows an English speaker to have limited conversations with a native of another language (e.g. Iraqi Arabic). The idea is that the S-Minds system while imperfect in the beginning, will improve over time to learn the local dialect while being used in the field. This conversational field-data can also be searched, filtered, and analyzed through the same mechanism that we use with all of the other data.

Sehda is planning to integrate the S-Minds technology into the Tacticomp hand-held devices that SOCOM is investing in for their field personnel. S-Minds is hardware independent and intended to be down-loadable to any Windows-based platform. Available for laptops now, this will—when the hand-held engineering has been done—allow generic hand-held devices that can be given to all relevant personnel in a complex emergency (e.g. NGO representatives) and through which they can both input information to OSIS-X, and draw information from OSIS-X.

Foreign Indigenous Personnel Under Cover Support Plans

Although we have team members specializing in foreign language translation capabilities, and plan to rely on them extensively, we are skilled at using Cover Support Plans and farming out bits and pieces of translation work through European, Asian, and Latin American intermediaries so that no one translator can perceive nor reveal the larger pattern of interest and concern that we are investigating on our client's behalf. At this level of external complexity, there is no language we cannot exploit.

Working closely with SOCOM, we are fully familiar with legal constraints and legal permissions associated with open source information acquisition. In our experience too many Combatant Commands have allowed lawyers afraid of making a mistake, and analysts over-awed with secrecy, to interfere with Command access to publicly available information, including foreign language information, available on US citizens who may be agents of a foreign terrorist organization or a foreign power, and/or to foreign information from foreign sources.

We pioneered the concept of "black OSINT" (OSINT so good that you don't want anyone to know we are getting it or the door will close), and we have also pioneered Cover Support Plans that permit us to task foreigners for open source information through various European and other entities who think they are supporting a commercial bank or insurance company carrying our an economic risk survey or some other similar requirement. We also split assignments, for example, in harvesting varied terrorist sites, we have different people doing different sites under different explanations, and no one sees the whole picture. Both Silobreaker and Anonymizer provide full anonymity, avoiding any osis.gov or the more obvious .mil flags that can cause visitors to be redirected to vanilla sites.

US-Based Native-Fluency Personnel Under Cover Support Plans

L-3 has determined that the best way to address the severe shortfalls in cleared U.S. Citizens with native fluency, is to create a network that leverages both foreign indigenous personnel under cover support plans, and US-based individuals not necessarily US citizens but with green cards, who by location and inclination are eager to earn supplemental income, and have both native-level fluency in the target language, and a solid understanding of American English including colloquialisms and turns of phrase helpful in translating concepts.

US Citizens with Near-Native Fluency Overseas

L-3 believes that this web-based approach opens up an entirely new category of service, that of U.S. Citizens who live overseas and have near-native fluency. Such individuals can be immediately signed under commercial Non-Disclosure Agreements (NDA) and/or qualify rapidly for a SECRET clearance, and could constitute an "ace in the hole" for both surge requirements, and deep local knowledge including sensitivity to historical and cultural nuances.

US Citizens with Clearances Including Reserves and Use of Reserve Centers

For specified obscure languages, we will leverage selected members of the Reserve force, and also have a working relationship with a company that has pioneered use of Reserve Centers, with all of their secure access and communications, during the week when they are generally not occupied. Our Silobreaker toolkit, and online access to digitized materials, can also be placed in the homes of such individuals, who can support the requirement on a "not to interfere" basis with their full-time employment, while increasing their foreign area knowledge and augmenting their income.

US Citizens with Clearances on Site

L-3 employs thousands of cleared U.S. Citizens. We will place whatever combination of cleared language-qualified analysts desired, either permanently on site or on an as-needed basis. We generally prefer to avoid imposing on the government any need for floor space or equipment. We propose to have all of our personnel located away from the Command but available for on-site work or face to face video-teleconferences, both secure and open, as needed.

Analytic & Decision-Support Services

Analytic Discipline

Team L-3 does not do "cut and paste" analysis nor does it do data-base stuffing where quantity is provided instead of quality. Our team includes individuals that have established new military intelligence commands and managed very large military intelligence commands, and we have established a very high standard of analytical rigor. Annex C, Figures 16 and 17 on pages 33-34, provides a sense of two of our frameworks for developing comprehensive and coherent collection plans and exploitation plans. Our analysts know how to break down a problem, how to create and test hypotheses, and how to construct a research argument or finding.

Subject-Matter Experts

The very best and most current subject-matter experts are too expensive to hire on a full-time basis, and this is also counter-productive because they have become and remain world-class subject matter experts by immersing themselves in conferences, travel, correspondence, and other direct access opportunities that would not be available to a cleared US analyst tasked with providing

continuous direct support to the client. Our approach to subject-matter expertise is similar to our approach to translation. We rely on the following categories of individuals:

- a. World-Class experts regardless of nationality hired briefly for specific topics
- b. World-Class experts who are US Citizens hired briefly for specific topics
- c. Retired US foreign service, military attaches, and business specialists on retainer
- d. Dedicated full-time analysts at the journeyman level

We use citation analysis (China has its own citation analysis directory, other countries are beginning to realize they must follow suit) to constantly refresh our roster, and we follow emerging graduate students of all nationalities, whose dissertations are readily available and often serve as indicators of emerging trends and developments.

Arnold IT follows social networking very carefully, and we are able to leverage such promising international networks as LinkedIn and Friendster to augment our professional citation analysis. When combined with a close working relationship with US Chambers of Commerce, NGOs, and other sources of direct observation, we can provide the best over-all monitoring possible, not only interpreting and exploiting that which is published in all forms, but actually creating new knowledge from experts who can "fill in the blanks" and provide contextual and cultural insights.

Statistical Analysis & Pattern or Trend Detection

Text mining is a specialized area of a field called data mining. In data mining the analyst examines large databases for patterns of interest. The type of data mining most appropriate for the Combatant Commanders is analyses that are capable of identifying signals predictive of action against U.S. targets. Typical "chatter" among Arab-speaking groups that occurs over the Internet is used as an indicator for possible terror attacks. When the chatter is high, US Intelligence analysts often issue a warning of a possible threat emerging. Chatter is data, but it is so unstructured that most analysts analyze volume of chatter and not possible information content. Observing the frequency a possibly meaningful signal is the level at which much intelligence analysis occurs contemporarily. Text mining allows a more sophisticated analysis similar to data mining.

Regular data mining and text mining differ in that text mining analyzes patterns that are extracted from natural language text (e.g., media sources) rather than from structured databases of encoded information designed for computer programs to process automatically. Media is text written for people to read, and it follows no uniform structure or explicit rules, and these vary considerably between languages. Computer programs cannot "read" text and understand it, and will not have such for the foreseeable future. However, natural language sentences can be analyzed using data mining tools called text mining by searching and cataloging strings, keywords and phrases, and contexts and syntax. Once this is done (i.e., data extraction), these processed data are amenable to analysis. Performing data extraction on the world's media in multiple languages will create a data warehouse worthy of text mining for patterns that will be signals of interest to the intelligence community. Collection of these "processed data" from the data warehouse will result in a very large repository to guide future analysis of new information. After the machines have done the major effort of identifying signals, it is human work to transform the signals of interest into actionable information. Once the humans have done this several times, the machine can begin to perform some of these early decisions, under human supervision after data and text mining algorithms learn to simulate the human decisions. Ultimately, it is possible to develop expert systems to perform human tasks such as these, and allow the human to concentrate on refining the identification of highest priority signals.

Complementing and advancing this already excellent capability, Icosystem provides a flexible and cost-effective technology platform for exploring business issues and discovering or designing strategies that have significant potential impact. Icosystem's approach uses realistic models of complex business environments and evolutionary and distributed computational techniques to validate new business ventures or improve the performance of existing enterprises. One of its most intriguing applications to Information Operations is its ability to understand patterns of information in any language based not only on history but also on un-formulated, possible futures, thereby providing a forward-looking perspective rather than the traditional rearview mirror perspective — one of the most important over-looked aspects of information monitoring for early warning. Indeed, if future events were just variations of past events, traditional techniques might work. Icosystem's approach can detect and foresee events that have never occurred or been observed before. Icosystem specializes in data mining for patterns that connect information with organizational or individual behavior, such that changes in information patterns can be related to predictive modeling of organization or individual behavior, e.g. ethnic or terrorist groups.

Icosystem also specializes in observing historical patterns and then looking for what should be there but is not—a very useful alternative approach to finding anomalous patterns.

Predictive Analysis

Everyone claims to do it. The reality, however, is that most "predictive analysis" is based on structured data (generally in English if not mathematical), is generally linear, even if logarithmic in nature, and fails to fully integrate expert brainstorming and alternative scenario development and testing. Remarkable advances over the last twenty years have changed the way we view the world, such that scientists have been able to capture the way nature solves problems and reproduce nature through techniques in computer systems. Genetic algorithms, neural networks, simulated annealing, evolutionary computation and swarm intelligence are just a few of the building blocks of intelligent computer life. Most IT firms have remained in the industrial era, and most clients have proven unable to act on the business intelligence produced for them. By combining computational advancements with intense exploitation of human experts to create replicable and diversifiable heuristics ("rules of thumb"), the leading practitioners are able to achieve a 40% increase in what normal intelligence processes achieve with industrial-era computing and normal all-source analysis. At the same time, by focusing on tailored "bottom-up" collection of raw oral information (e.g. Mosque sermons or "street talk") and applying advanced linguistic and pattern analysis technologies, it is possible to model and anticipate shifting "tides" in human perception and related behavior across cultural divides. Team L-3 has joined, in addition to its data mining innovators Icosystem and Texas A&M, MindTel, LLC, a pioneer in human linguistic and body language tracking also skilled at applying medical intelligence sources and methods to emerging threats such as terrorism and proliferation.

It merits comment that predictive analysis is much easier to achieve when a properly managed open source information endeavor has been put into place. Historical information, cultural information, and current information, when amassed and studied, reveal patterns and tendencies that can be quantified and visualized. Team L-3 brings together both the comprehensive approach to open source collection in all relevant languages, reaching back into time for relevant data that provides new context, with the leap ahead predictive analysis tools and technologies needed to makes sense of quantities of multi-lingual multi-media data such as have never been routinely processed before.

Precision Strategic Communication

PRNEWSWIRE is in the process of transforming itself by creating lists specific to defense, foreign affairs, and other areas of interest. Using the team's analytic frameworks, we plan to support

PRNEWSWIRE in developing lists of influentials that allow for "by name" directed messages to be delivered via email, facsimile, voice, or postal hard-copy—in urgent cases, via Federal Express.

Following the priorities to be established by our clients, we will create a database of influentials, inclusive of values-based biographies and photographs less than three years old, and direct communications routes to them.

Executive Leaders	Industry Leaders & Media	Advocacy Groups
Congressional Leaders	Chambers of Commerce	Environmental Leaders
Governors and Mayors	University Leaders	Medical Leaders
Military Leaders & Media	Labor Leaders	Student Leaders
Police Leaders & Media	Religious Leaders	Dissent Leaders

Below (Figure 12) are typical lists available in the US that can be created globally.

Figure 12: Representative Influentials That Can Be Reached "By Name"

Beyond the existing directories of media in various languages, we plan to exploit both U.S. Chambers of Commerce, U.S. Embassy Information Attaches, and major commercial providers such as AP and Reuters to rapidly expand and enhance what is already available in the way of source bias directories. As a team member, we have joined PRNEWSWIRE, which is in the midst of a major transformation away from broadcasting press releases to major media outlets, and toward a global capability that will map paths to influentials in every country and every domain. With our help, PRNEWSWIRE will be able to create lists for every conceivable need and contingency—for example, all NGO heads of mission in Indonesia, or all religious leaders in Sri Lanka.

Our objective is to make possible both universal coverage of all relevant open source information 24/7, in all languages, but to make this a two way channel in which the USA message, the USG message, the DoD message, the Combatant Commander's message, can reach specified individuals with precision. This will take time, but for specific needs we can create such lists within ten days.

Tactical Hand-Held Communications, Computing, Information-Sharing, and Intelligence

Leveraging the excellent work of INTER-4 and the Tacticomp hand-held computing device with locational awareness, we add the Silobreaker open source information reporting templates that permit anyone to upload information, including images, with geospatial and time-date stamps, and to receive tailored intelligence from the pyramid of information systems shown in Figure 3 on page 4, beginning at first with what will be available in the Open Source Information System – External (OSIS-X). Fully integrating Sehda's S-Minds machine translation technology, and direct voice connectivity to our global network of human translators and cultural experts, this hand-held device will empower any person holding it with access to a global intelligence network capable of delivering just enough, just in time translations, cultural insights, and operational or logistics intelligence.

Illustration of Our Foreign Language Exploitation Cycle

Translation is not the challenge. The challenge is in having a mind-set and a network of real people all over the world who can put their hands on documents that are not online, enter them into the global web-based exploitation cycle, do online translation and annotation, and then, once the material is in English, effectively detect, integrate, and disseminate essential elements of

information and product open source intelligence. Below (Figure 13, five slides) is an illustration of our global 24/7 foreign language exploitation cycle covering all necessary languages.





Why Aggregators Are Not Team Members. We would like to briefly explain why we do not have aggregators such as Factiva, DIALOG, and LEXIS-NEXIS on our team. They are commodities, and they are prone to offer what they have rather than what our clients need. The bulk of their information is English-language and either business or academic or Western news. Their gold licenses are too expensive. We can do better by going to original sources and tailoring a monitoring package to our client's specific need. We do all this quickly, in days rather than weeks.

Our Larger Technical Approach

Over-all, L-3 has concluded that OSINT is the key to addressing the information sharing challenges facing the DNI with respect to the fruits of all-source intelligence collection and analysis. We strive for nothing less than the creation of a "Manhattan Project" approach to OSINT that will allow the DNI to not only harvest all external OSINT securely, migrating from OSIS-X to OSIS, NIPR, and SIPR with one-button push and total security, but also to share sanitized secrets around the world, across national, state, local, private sector, and non-governmental boundaries, on a by-name, by-paragraph basis, with full audit. In the same way that FedEx is trusted to move secret documents today, we anticipate that OSIS-X, with commercial level security, will fully satisfy the requirements for information sharing with non-traditional partners including state and local authorities not normally eligible for clearances. Overall, OSINT can be used to foster a "leap ahead" culture across both the U.S. government and within the U.S. private sector. To that end, we list below (Figure 14) in one column the technical capabilities we have created or are creating via multiple contract vehicles as well as internal research & development (IR&D), and in the second column the enhanced or advanced "leap ahead" information technologies we are investigating in response to the pre-solicitation notice from SOCOM.

Open Source Network Capabilities	Technical Capabilities (Enhanced)
Digital History	3D Graphics & Virtual Set Software Tools;
Cultural Idea Visualization	Automated Data Archive Technology;
Man-Machine Translation Network (24/7)	Blue Light Storage;
NGO Data Warehouse and Network	Data Compression Capability Technology;
Virtual Intelligence Community	Eliminate File Conversion;
Daily Reports; Weekly Reports	Embedded Metadata;
Distance Learning	Enhanced Archive Storage/Retrieval;
Expert Forums (Multi-Level Security)	Enhanced Editing Technology;
Virtual Library;	Enhanced Efficiency for Broadcast Antennas.
Global Rolodex	Enhanced Efficiency for Broadcast Transmitters;
Global Calendar	Improved Bandwidth Usage;
Virtual Budget	Laser Technology For Enhanced Storage;
Virtual Requirements Coordination	Standardization Of Deployable Production &
Virtual Help Desk	Electronic News Gathering Capability Technology;
Generic Training Program	Standardized Formats;
Information-sharing Environment & Network	Video & Audio Processing Enhancement
Online Translation & Networking Services	Technologies,
Regional Open Source Centers and Networks	Video & Audio Studio Modernization Technologies;
Regional Subject Matter Expertise Networks	Virtual Studio Technology

Figure 14: Technical Elements of the Information Operations Campaign Plan

Above (Figure 14) lists specific technical areas in which we have both isolated competencies, and a plan for creating a global application-oriented network able to capture, understand, analyze, integrate, and dissemination mission-critical open sources of information in all languages. This system could also be migrated to the high side to deal with classified foreign language materials.

We will also provide two things not asked for but which we consider helpful: decision-support applying both CARVER (Critical, Access, Recuperability, Vulnerability, Effects, Recognition) and FAS (Feasible, Acceptable, Suitable) analytic constructs; and precision paths to influentials everywhere, via voice, email, facsimile, and/or hard-copy postal delivery, We are specifically committed to integrating the ideas of Capt Scott Philpott, on the Chief of Naval Operations (CNO) DEEP BLUE staff, for a strategic early warning and long-range assessment center of excellence.

Earlier (Figure 7, page 13) we outlined our plans for creating OSIS-X as the integrative network to whom all sources and all end-users could easily connect for unclassified information-sharing and analysis purposes. Our longer term objective is the creation of Intelink-X, enabling secure controlled multilateral sharing of Secret, Top Secret, and Codeword information and intelligence.

We will work closely with IBM and CISCO to ensure that our open source dots blend easily into the larger all-source environment, and we will strive to create generic processing (including machine translation and statistical analysis) and toolkit applications that can be rapidly migrated to the high side, empowering all end-users, not only intelligence analysts, but operators, acquisition managers, logisticians, and other supporting staff and subordinate command elements. The network is the computer now, and between CISCO AONS, Google Enterprise, Silobreaker, and IBM DB2, a very robust set of tools can be directly exploited within the network itself. (Figure 15)



Figure 15: Connecting the Dots at Point of Entry, The Network Is the Computer

We have semantic web and synthetic information architecture under development, but these applications are not ready for global operational implementation at this time. In Phase II, already under development, we will implement these applications, and also add a global 911 service that will allow any individual to call in and receive both interactive secure real-time translation and subject-matter expert support, as well as secure loationally-aware cultural intelligence, and a global 119 service, that allows any individual to submit voice or image or data to localized intelligence centers and networks.

All of this is consistent with the information sharing and information visualization concepts being developed by the National Geospatial Agency, In-Q-Tel, and other elements of the IC. We can make OSINT, and OSIS-X, a very high-quality service of common concern that moves us forward.

Conclusion

Our mission is to obtain universal access, in all languages, 24/7, at the sub-state level, to provide legal, ethical, overt decision support, and to dramatically improve the ability of all-source intelligence to provide secret decision support. Open Source Intelligence (OSINT) is a means to an end, not the end itself.

We have seven goals:

1. To provide tailored decision support to defense policy makers, defense acquisition managers, defense operators, and defense intelligence professionals.

2. To nurture, embrace, and integrate information from the seven tribes of intelligence of all countries, so as to enable universal coverage of every country, in every language, 24/7, down to the neighborhood, tribe, and gang level.

3. To create a global network of people—both U.S. citizens and foreign nationals—who are nothing less than "first string" professionals in the business of finding, getting, buying, and exploiting all forms of information in all languages, mediums, and domains. We will establish an OSINT Academy to teach and certify open source information collection, processing, and analysis skills at three levels: beginner, intermediate, and advanced. As individuals are trained, their information will be entered into a global directory with varying levels of visibility.

4. To create a leap-ahead Global Information Architecture (GIG) that fully integrates Application-Oriented Networking Systems (AONS), semantic web and synthetic information architecture, Extensible Mark-up Language (XML), Really Simple Syndication (RSS), and a suite of open source software tools such as DARPA has tested to enable all government and non-government parties to share information effectively. We will implement this through a skunk works in the National Capitol Area (NCA), and an OSIS-X open to all seven tribes in all countries.

5. To create a global tasking (requirements) process and system that is open to, and nurtures, Multi-National, Multi-Agency, Multi-Disciplinary, and Multi-Domain Information-sharing (M4 IS).

6. To create a global collection planning process that optimizes the amount of free information entering OSIS-X and immediately importable to Intelink on the high side; we do this by incentivizing partner nations within each theater of operations, and by providing free access to OSIS-X as a platform for information-sharing.

7. To create a global processing, exploitation, and dissemination system that optimizes the amount of relevant unclassified information and tailored unclassified decision support that can be provided to each of our stake-holding constituencies within defense.

We will have three priorities: first, filling in the gaps that are not now covered by secret sources and methods; second, providing "good enough" support to those elements of defense and homeland security that do not get substantive intelligence support now; and third, helping transform defense in all its aspects by dramatically improving decision support.

L-3 and its partners are prepared to deliver a 21st Century global information monitoring network and related decision support whose cost is shared by multiple governments and corporations.

ANNEX A: Real-World Language Matrix—Strategic Effectiveness

Real-World Language	e Capabiliti	ies Matrix					Ample Assets
Languages in bold a	re "standar	d" in-house	e capabilitie	es.			Moderate Assets
All other languages me	obilizable in	12-72 hour	depending	on OPSEC r	equirement	S.	Limited Assets
Languages	Machine	Dictionary Online	Human 1 Foreign	Human 2 US-Based	Human 3 Cleared	Country	
Afrikaans						South Africa	
Aimaq						Afghanistan	
Albanian, Greek						Albania	
Amharic						Ethiopia	
Arabic (Andalusi)						Historical	
Arabic (Egyptian)						Egypt	other side of Culf
Arabic (Guir) Arabic (Hassaniiya)						Guil Coast from Ruwait to Oman, minorities on Mauritania	other side of Gull
Arabic (Hijazi)						22	
Arabic (Iragi)						Iraq	
Arabic (Levantine)						Jordon (West),Lebanon, Palestine, Syria	
Arabic (Maghreb)						Algeria, Morocco, Libya (West), Tunesia	
Arabic (Maltese)						??	
Arabic (Najdi)						??	
Arabic (Standard)						Algeria, Bahrain, Chad, Egypt, Kuwait, Libya, Maurita	ania, Morocco, Oman, Qatar
						Niger, Saudi Arabia, Somalia, Sudan, Syria, Tunesia	a, United Arab Emirates, Yemen
Arabic (Sudanese)						Chad, Sudan	
Arabic (Yemeni)						Yemen	
Armenian						Armenia	
Assamese						China	
Azerbaijani						Azerbaijan	
Bai						China	
Basque						Spain	
Bassa						Liberia	
Bengali						Bangladesh, India, Singapore	
Berber						??	
Bulgarian						Bulgary	
Burmese						Malaysia Spein (Cotologia)	
Cebuano						Spain (Catalonia)	
Central Khmer						Cambodia	
Chechen						Russia (Chechnya)	
Chinese (Mandarin)						China, Mauritius, Singapore, Thailand	
Croatian						Croatia	
Czech						Slovakia	
Danish						Secondary intelligence reports on target countr	ies
Dari						Afghanistan	
Dutch						Suriname, Secondary Intelligence reports on ta	irget countries
Edo						Nigeria	
Efik						Nigeria	
English						Botswana, Brunei, Cameroon, Eritrea, Thiopia, Gam	ibia, Ghana, India, Kenya,
						Lesotho, Liberia, Malaysia, Mauritius, Namibia, Pakis	stan, Rwanda, Seychelles,
						Sierra Leone, Singapore, Swaziland, Trinidad & Tob	ago, Uganda,
						United Arab Emirates, Zambia, Zimbabwe	
Estonian						Estonia	
Ewé						Togo	
rarsi Finnich						Aignanistan, iran	ion
French						Algeria Benin Burundi Cameroon Control African	Republic Chad Comorce Islanda
						Cote d'Ivoire Contro Democratic Republic of the Co	nepublic, chau, comoros islands,
						Jordan Madagascar Mauritius Nider Rwands Ser	ngo, Djibouli, Gaboli, Ilay negal Sevchelles Togo
Fulfulde						Niger, Nigeria	
Gaelic						Ireland	
Georgian						Georgia	
German						Secondary intelligence reports on target countr	ies
Greek						Albania, Cyprus, Greece	
Gujarati						India	

Gurung	Nepal
Hausa	Chad, Nigeria
Hebrew	Israel
Hindi	India
Hungarian	Nizaria
	Nigeria
Indepesian	Indonesia
Italian	Secondary intelligence reports on target countries
	Secondary intelligence reports on target countries
Kahive	Togo
Kabuverdianu	Cane Verde Islands
Kannada	India
Kanuri	Niger
Kashmiri	India
Kazakh	Kazakhstan
Kirghiz	Kyrgystan
Khemer	
Korean	North Korea, South Korea
Kurdi	Iraq
Kurmangi	Georgia
Lingala	Congo
Lingala	Democratic Republic of Congo
Latin	Vatican
Latvian	Latvia
Lithuanian	
Luda-Kasal Malanaan	Democratic Republic of Congo
Malagasy	Madagascar Brunoi Malaysia Singanora Thailand (Southern)
Malayalam	
Malayalam Maldivian	Maldives
Mandinka	Seneral
Maninka	Liberia
Maori	
Marathi	India
Marathi Munukutuba	India Congo
Marathi Munukutuba Nepali	India Congo Nepal
Marathi Munukutuba Nepali Norwegian	India Congo Nepal Secondary intelligence reports on target countries
Marathi Munukutuba Nepali Norwegian Nyanja	India Congo Nepal Secondary intelligence reports on target countries Malawi
Marathi Munukutuba Nepali Norwegian Nyanja Oriya	India Congo Nepal Secondary intelligence reports on target countries Malawi India
Marathi Munukutuba Nepali Norwegian Nyanja Oriya Panjabi	India Congo Nepal Secondary intelligence reports on target countries Malawi India India
Marathi Munukutuba Nepali Norwegian Nyanja Oriya Panjabi Pashto	India Congo Nepal Secondary intelligence reports on target countries Malawi India India Afghanistan
Marathi Munukutuba Nepali Norwegian Nyanja Oriya Panjabi Pashto Polish	India Congo Nepal Secondary intelligence reports on target countries Malawi India India Afghanistan Secondary intelligence reports on target countries
Marathi Munukutuba Nepali Norwegian Nyanja Oriya Panjabi Pashto Polish Portuguese	India Congo Nepal Secondary intelligence reports on target countries Malawi India India Afghanistan Secondary intelligence reports on target countries Angola, Cape Verde Islands, Mozambique, São Tomé e Principe
Marathi Munukutuba Nepali Norwegian Nyanja Oriya Panjabi Pashto Polish Portuguese Pulaar Punar	India Congo Nepal Secondary intelligence reports on target countries Malawi India India Afghanistan Secondary intelligence reports on target countries Angola, Cape Verde Islands, Mozambique, São Tomé e Principe Senegal
Marathi Munukutuba Nepali Norwegian Nyanja Oriya Panjabi Pashto Polish Portuguese Pulaar Romanian	India Congo Nepal Secondary intelligence reports on target countries Malawi India India Afghanistan Secondary intelligence reports on target countries Angola, Cape Verde Islands, Mozambique, São Tomé e Principe Senegal Moldova Burgueti
Marathi Munukutuba Nepali Norwegian Nyanja Oriya Panjabi Pashto Polish Portuguese Pulaar Romanian Rundi Pusian	India Congo Nepal Secondary intelligence reports on target countries Malawi India India Afghanistan Secondary intelligence reports on target countries Angola, Cape Verde Islands, Mozambique, São Tomé e Principe Senegal Moldova Burundi Armania Azerbaijan, Kozakhetan, Kuraustan, Moldava, Buesia, Ukraina
Marathi Munukutuba Nepali Norwegian Nyanja Oriya Panjabi Pashto Polish Portuguese Pulaar Romanian Rundi Russian	India Congo Nepal Secondary intelligence reports on target countries Malawi India India Afghanistan Secondary intelligence reports on target countries Angola, Cape Verde Islands, Mozambique, São Tomé e Principe Senegal Moldova Burrundi Armenia, Azerbaijan, Kazakhstan, Kyrgystan, Moldova, Russia, Ukraine, Uzbekistan
Marathi Munukutuba Nepali Norwegian Nyanja Oriya Panjabi Pashto Polish Portuguese Pulaar Romanian Rundi Russian Bwanda	India Congo Nepal Secondary intelligence reports on target countries Malawi India India Afghanistan Secondary intelligence reports on target countries Angola, Cape Verde Islands, Mozambique, São Tomé e Principe Senegal Moldova Burrundi Armenia, Azerbaijan, Kazakhstan, Kyrgystan, Moldova, Russia, Ukraine, Uzbekistan Bwanda
Marathi Munukutuba Nepali Norwegian Nyanja Oriya Panjabi Pashto Polish Portuguese Pulaar Romanian Rundi Russian Rwanda Sanco	India Congo Nepal Secondary intelligence reports on target countries Malawi India India Afghanistan Secondary intelligence reports on target countries Angola, Cape Verde Islands, Mozambique, São Tomé e Principe Senegal Moldova Burundi Armenia, Azerbaijan, Kazakhstan, Kyrgystan, Moldova, Russia, Ukraine, Uzbekistan Rwanda Central African Republic
Marathi Munukutuba Nepali Norwegian Nyanja Oriya Panjabi Pashto Polish Portuguese Pulaar Romanian Rundi Russian Rwanda Sango Sanscrit	India Congo Nepal Secondary intelligence reports on target countries Malawi India India Afghanistan Secondary intelligence reports on target countries Angola, Cape Verde Islands, Mozambique, São Tomé e Principe Senegal Moldova Burrundi Armenia, Azerbaijan, Kazakhstan, Kyrgystan, Moldova, Russia, Ukraine, Uzbekistan Rwanda Central African Republic India
Marathi Munukutuba Nepali Norwegian Nyanja Oriya Panjabi Pashto Polish Portuguese Pulaar Romanian Rundi Russian Rwanda Sango Sanscrit Sardinian	India Congo Nepal Secondary intelligence reports on target countries Malawi India India Afghanistan Secondary intelligence reports on target countries Angola, Cape Verde Islands, Mozambique, São Tomé e Principe Senegal Moldova Burrundi Armenia, Azerbaijan, Kazakhstan, Kyrgystan, Moldova, Russia, Ukraine, Uzbekistan Rwanda Central African Republic India Italy (Sardinia)
Marathi Munukutuba Nepali Norwegian Nyanja Oriya Panjabi Pashto Polish Portuguese Pulaar Romanian Rundi Russian Rwanda Sango Sanscrit Sardinian Serbian	India Congo Nepal Secondary intelligence reports on target countries Malawi India India Afghanistan Secondary intelligence reports on target countries Angola, Cape Verde Islands, Mozambique, São Tomé e Principe Senegal Moldova Burundi Armenia, Azerbaijan, Kazakhstan, Kyrgystan, Moldova, Russia, Ukraine, Uzbekistan Rwanda Central African Republic India Italy (Sardinia) Serbia
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Marathi Munukutuba Nepali Norwegian Nyanja Oriya Panjabi Pashto Polish Portuguese Pulaar Romanian Rundi Russian Rwanda Sango Sanscrit Sardinian Serbian Sindhi Sinhala Slovak Somali Sotho Spanish Sotho Spanish Swatii Swati	India Congo Nepal Secondary intelligence reports on target countries Malawi India India Afghanistan Secondary intelligence reports on target countries Angola, Cape Verde Islands, Mozambique, São Tomé e Principe Senegal Moldova Burundi Armenia, Azerbaijan, Kazakhstan, Kyrgystan, Moldova, Russia, Ukraine, Uzbekistan Rwanda Central African Republic India Italy (Sardinia) Serbia India, Pakistan Sri Lanka Somalia Lesotho Souith America, Spain Democratic Republic of Congo, Kenya, Tanzania, Swaziland Swaziland Secondary intelligence reports on target countries Philippines



Figure 16: Foreign Language Capabilities Matrix

Below are listed a few of the many translation companies that L-3 has dealt with over the years. L3 GSI Tampa deals with a variety of linguist companies that cover 80 countries and about 185 languages or dialects. InfoSphere has its own list, as well as 300 ground truth scouts around the world, many of them former Swedish defense attaches with 4-5 level language qualifications. SOS specializes in operational support in the field with language qualified personnel.

- Academic Language School (Honolulu, HI)
- All World Language Corporation (Rockville, MD)
- Diplomatic Language Services (Arlington, VA)
- ELA Global Dimensions, Inc. (Orange, CA)
- Operational Support & Services (Fayetteville, NC)

This Annex requires further detailed development. Online dictionaries are especially susceptible to rapid development if done by indigenous sources rather than US-based sources.

ANNEX B: Terrorist, Insurgent, & Opposition Websites

In 1999, under direction and with funding from SOCOM, OSS.Net, Inc. and InfoSphere, AB carried out a rapid survey of websites, identifying and evaluating 396 sites worthy of monitoring, in 29 languages.

The major finding was that "news" or "media" is no longer restricted to major broadcasting organizations or principal publications, bur rather that is has fragmented and must be examined at the provincial, tribal, and neighborhood levels if we are to be truly effective. Focusing on a few capital city newspapers, and a handful of radio and television stations per country is simply not adequate to the challenge set forth by Dr. Cambone when he called for universal coverage, 24/7.

The below list is simply representative. We are prepared to go after all media, including limited localized hard-copy gray literature and oral "street talk," in support of STRATCOM and SOCOM as well as the supporting regional COCOMs.

Region	Terrorist	Insurgent	Opposition	News/Blog	Total	Languages
Global	General sit	es not counte	d in over-all to	tal	20	
Americas	6	10	73	17	106	Danish, Dutch, English, French, German Italian, Norwegian, Portuguese, Serbian, Spanish, Swedish, Turkish
Asia	17	1	23	1	42	Chinese, Dari, English, French, German, Indonesian, Japanese, Korean, Pashto, Russian, Spanish, Tamil
Europe	14	2	50	6	72	Catalan, English, Finnish, Irish, Polish, Serbian, Spanish
Middle East & Africa	33	11	61	71	176	Arabic, English, French, German, Kurdish, Kurmangi, Russian, Turkish, Urdu
Total	70	24	207	95	396	

Figure 17: Representative Numbers of Foreign Language Web Sites Meriting Monitoring

We applaud the Large Scale Internet Exploitation (LSIE) initiative of the Foreign Broadcast Monitoring Service (FBIS), and we will be bidding on that contract if it is competed. More to the point, we believe that OSIS-X will allow for all information obtained by all vendors at taxpayer expense, to be made available to accredited state and local as well as non-governmental officials, and to participating universities and corporations.

ANNEX C: Our Analytic Frames of Reference

There are numerous analytic frames of reference and methodologies, and we strive to recognize and exploit them all, as appropriate. Here we wish to put forward just two that we have found useful and relevant to the challenges facing STRATCOM and SOCOM, among others.



Figure 18: Analytic Domains & Levels of Analysis

It has been our experience that too many so-called analytic services limit their efforts to database stuffing and summarization. We believe that there are four levels of analysis, and that the threat— and consequently the needed message—changes at each of these four levels.

By distinguishing between Military, Geographic, and Civil domains, and by understanding the uniqueness of each of four levels of analysis—strategic, operational, tactical, and technical—we are able to do a superior job of collection (knowing which sources are relevant to understanding each level), open source analysis, and support to the all-source intelligence and operational campaign planning staffs.

We place particular emphasis on the civil domain, with a strong focus on Civil Psychology, on indicators of Civil Stability, and on influences relevant to Civil Allies (and Competitors). Understanding the Civil Infrastructure, and particularly the mediums and biases of all relevant forms of communication in the target societies, rounds out this aspect of our analytic tradecraft.

Our second analytic frame of reference combines a deep understanding of human psychology and sociology with a suitably complex yet refined understanding of the dimensions of revolutionary change in any nation-state, tribe, or neighborhood.

	Political-	Socio-	Ideo-	Techno-	Natural-
	Legal	Economic	Cultural	Demographic	Geographic
Perception	Isolation of elites; inadequate intelligence	Concentration of wealth; lack of public disclosure	ion of Conflicting Acceptance of myths; media distortions; osure inadequate inadequate socialization education		Reliance on single sector or product; concentrated land holdings
Identity	Lack of elite consensus; failure to define priorities	Loss of economic initiative; failure to do balanced growth	is of Loss of Authority; and exploit new failure to accept authority; and exploit new failure to technologies and new groups with honor national myth system		Failure to Integrate outlying territories into national system
Competence	Weak or inefficient government; too much or too little bureaucracy	Break-down of fiscal, monetary, development, or welfare policies	Humiliation of leaders, loss of confidence by population	Failure to enforce priorities, with resulting loss of momentum	Failure to prepare for or cope with major national disasters
Investment	Ego-centric or parochial government	Excessive or insufficient mobility; lack of public sector	Cynicism; opportunism; corruption	Failure to nurture entrepreneurship or franchise all groups	Failure to preserve or properly exploit natural resources
Risk	Elite intransigence; repression; failure to adapt	Failure to deal with crime, especially white collar crime	Failure to deal with prejudice; desertion of intellectuals	Failure to develop national research & development program	Failure to honor human rights; failure to protect animal species
Extroversion	Ineffective tension management; failure to examine false premises	Structural differentiation, lack of national transportation network	Elite absorption of foreign mores; failure to deal with alienation	Failure to develop communications infrastructure, shared images	Failure to explore advantages of regional integration
Transcen- dence	Foreign control of government, arbitrary or excessive government	Loss of key sectors to foreign providers, loss of quality control	Media censorship; suppression of intellectual discourse	Failure to control police, army, or terrorists; failure to employ <i>alphas</i>	Failure to respect natural constraints er support organic growth
Synergy	Failure to assimilate all individual or respond to all groups	Status discrepancies; lack of economic motivators	Absence of sublimating program and myths, technology failure of assessment religion		Failure to distribute benefits between urban and rural
Complexity Garrison, industrial, or welfare states		Unstable growth; excessive defense spending	Cultural pre- disposition toward violence	Excessive urbanization, pollution, or development	Lack of land for expansion; inefficient use of land

Figure 19: Framework for Predicting & Understanding Revolution

Analysis of emerging and unconventional threats is not about traditional orders of battle (OOB), but rather about the psychology of the individual and the sociology of the sub-state group. We know how to focus on this, on anticipating behavior, and on crafting messages and campaign plans relevant to deterring hostile behavior and encouraging collaborative behavior.

ANNEX D: Geospatially-Oriented Visualization & Modeling

Team L-3 focuses on the underlying technologies for normalizing, analyzing, clustering, and similar functions that feed the visualization toolkits available from open sources or from Inxight, among others. For visualization purposes, we focus on two types of visualization: geo-referenced data displays and overlays; and flexible customizable displays where inputs can be altered without wrecking the entire system, and outputs can be easily depicted in varied ways suited to different end-users. We provide for processing to structure data and include clustering, projections, multidimensional scaling, or other transformations and mappings. Visualization is a key part of Team L-3's interactive exploratory mining technology, whereby a user guides the search for nuggets of useful information by selecting promising avenues based on a comparative display of the various avenues. In most situations, the processed data does not lend itself to straightforward visualization and we need to decide on how to display the data, which is usually multi-modal and multi-format, so the user can make sense of it. Icosystem in particular has solved that problem by applying its own exploratory mining technique recursively to the issue of visualization, after noticing that a good visualization tool is highly user-specific (that is, two users working on the same data with the same objectives will not have the same visualization needs): let the user decide which display is the most useful for him, by exploring a large number of visualization options and requesting guidance from the user, using techniques of mutation and recombination. The end result is an information dashboard uniquely tailored to the end user because there is no silver bullet -no display that would satisfy everyone. In the course of many commercial and government projects, Icosystem has developed such information dashboards to help users visualize social networks, maps, molecules, transaction data, network traffic, and many others (examples below).



Figure 20: Alternative Visualization Options

There are numerous open source as well as proprietary visualization tools that can be applied. Below is one depiction from one promising DARPA-funded source. There are others. We specifically avoid favoring any one visualization system—it is the underlying data processing, including the CISCO AON and the geospatially-compliant data meta-tagging that Team L-3 provides which makes customized visualization possible for a wide variety of needs across the full spectrum of end-users.

Visual Representation Tools For Enhanced Shareable Situational Awareness

Dave Warner MD PhD



Figure 21: Approach to Shareable Situational Awareness

Shareable situational awareness enables successful operations of distributed force networks and their coalition partners. In this document we briefly describe the conceptual, experimental and operational basis for developing and deploying a visual representation tool to enhance methods of generating and sharing situational awareness information in ongoing operations.

Experience from Operational Intelligence (ops-int) based experimentation during recent deployments to Afghanistan, Indonesia and Iraq has highlighted the profound need for shareable situational awareness tools and visual representation methods to enable rapid sharing of complex critical data in a timely manner with multiple coalition partners. These capabilities are needed to support the complex modern missions of distributed networked forces and their coalition partners in austere environments with complex rules of engagement.
Throughout this operational experimentation effort it has been our charter to conduct innovative approaches to force protection and force transformation in designated high-risk and critical areas. Specifically, the experimental employment and assessment of information collection, analysis and dissemination tools designed for use in austere environments has been our primary focus.

To this end a visual representation tool has been developed for operations intelligence within complex environments in support of distributed force networks and their coalition partners. We have applied best efforts to develop and test experimental visual representational methods with real users and with real data. Core concepts of visual representation and experimental methods combined with low cost computer graphics technologies have been refined, adapted and tested using real world data in real world environments. Special attention has been focused on maintaining operational adaptability for sustained utility. We do this by understanding the needs of the users and the environments they find them selves in while using these tools. Hence the recent deployments to gain some operational ground truth in several of the current complex stabilization missions we are currently engaged in.

Operational focus and real world experimentation

A core capability of Shareable situational awareness across a coalition wide network was observed to be non-optimal or absent. The lack of the ability to share greatly hampered key mission efforts in Afghanistan, Indonesia and Iraq. While there are many reasons and contributing factors to this situation, the outcome is still the same. Our efforts have focused on developing a visual representational tool that would enable the creation of shareable information by those who wished to share information across domains but were otherwise unable to do so.

Rules of Thumb Useful to Joint Inter-Agency Situational Awareness

Insights gained through the operational experimentation process And things that we found useful in our development cycle.

1 All events happen in space and time and are in some way related to events around them

2 There will usually be unanticipated data sets and data formats that will need to be included

3 Maps, Drawings and Images will come from various sources and in various formats at various levels of resolution and will be required to be included

4 Data from sensors generally comes in numeric form

5 Data from reports generally will be in semi structured or unstructured text fields

6 Data from humans will generally be from interface controllers and input devices, but may be directed verbal commands given in haste during crisis moments but usually well intended.

To all of this we add a proven process for modeling and simulation that is described on the next two pages.

Modeling and Simulation Capability

OSINT will collect vast amounts of data that can be leveraged in a variety of ways: data mining, visualization, interpretation, etc. One important source of competitive advantage is threat and environmental modeling and simulation.

We do not believe that gigantic models of the universe that take years and millions of dollars to develop can provide any value. We believe, however, that a Rapid Modeling and Simulation Response (RMSR) approach can both leverage continuous data feeds and provide either predictive power or scenario awareness. In RMSR, a model is built in a matter of hours around a particular scenario or hypothesis elicited by the data. The model is as simple as possible but no simpler, a basic principle of science that is almost always forgotten by modelers of geopolitical scenarios, terrorist networks and other forms of asymmetric threats. *This is a radical departure from the classical DoD contractor approach which consists of developing huge models over many years and usually swept under the rug for their lack of predictive power*.

While it is impossible to predict the future with certainty, small but carefully designed and rapidly developed models can predict a range of possible outcomes or the likelihood that the hypothesis being tested is true. Such models have the potential to amplify weak signals which otherwise would be lost in an ocean of noisy, incomplete and sometimes fraudulent data. RMSR has been developed over the last 8 years on consumer behavior for commercial clients, and tested in a joint OSD-CIA project dealing with political instability in Central Asia.

RMSR relies on a simple but powerful modeling technique called agent-based modeling, which consists of modeling the constituent units of a system from the bottom up. For example, if one is modeling a terrorist network, the agents in an agent-based model would be the terrorists. As can be seen, modeling a system in such a way is natural and facilitates the integration of data. Also, because the behavior of the system is described from the bottom up, agent-based modeling can capture emergent phenomena. But while agent-based modeling gives us the opportunity to capture emergent phenomena from the bottom up, one of the main issues of most models of asymmetric threats at this point is their reliance on too many parameters and variables for reasonable quantitative validation and calibration to be possible. As a result, most models are usable only as vague learning tools that sometimes generate insight but cannot be leveraged to explore and design policies.

The RMSR approach consists of building models that are as simple as possible. Although this approach cannot describe behavior at the finest level of detail, we believe that its power lies in its ability to create predictive models. Once a predictive model is available, it then becomes possible to design policies, at a level of description consistent with the model's, using advanced search techniques to explore policy space and the model as a testing ground to evaluate each policy.

The RMSR methodology is comprised of a sequence of steps:

- Define the question the model is addressing.
- Define the model output (a real-world observable for which data can be obtained via OSINT).
- Identify levers (a general notion of what model parameters are under our control) and their building blocks (a lever can have multiple dimensions, for example US support of a foreign government can take many forms).
- Build a "structurally correct" model with the following characteristics: simple, high-level, involves few parameters, connects the internal workings of the model to the selected output.

- Perform analysis and exploration of model.
 - Calibrate the model manually, looking for qualitative agreement with collected data and information.
 - Perform sensitivity analysis to determine regions of parameter space where small changes have nonlinear, disproportionate effects on observables.
 - Design and test surrogate variables that can be measured to provide insight into the values of parameters whose values cannot be directly observed (because they're hidden, or subjective, or too expensive to obtain).
- Design and test policies. There are two aspects to the search:
- Move on to next model.

This last item is somewhat provocative but illustrates an important point: in RMSR, a model is designed and developed to address a specific issue with a specific data feed to rapidly detect emerging threats. Once the issue has been addressed by the model, the model is added to a library of models for potential reuse later, but it should NOT be expanded, and expanded beyond its limits of validity. The process of building the model and exploiting it should take no more than a few hours. The figure below outlines the process.



Figure 22: RMSR: fast, cheap, predictive, versatile, disposable simulation models

This approach has application to policy development, acquisition decision-making, logistics decision-making, intelligence collection management, and strategic communication. Any problem that has observable variables (including visual and text messages that are reactions to observable variables) is capable of being modeled, reactions simulated, and adjustments proposed.

ANNEX E: Our Team Members

L-3, IBM, & CISCO

L-3 communications. For defense contractors, the prize used to be a next-generation fighter or missile system. Today it's twofold: a role in Donald Rumsfeld's high tech military "transformation" and a piece of the homeland security pie. L-3, whose products range from aerial drones to high-throughput airport baggage screeners, is succeeding on both fronts. Part communications expert and part military specialist, L-3 is the Terminator of emerging threats. WIRED Innovator #37.

***IBM.** Web Fountain is a set of research technologies that collect, store and analyze massive amounts of unstructured and semi-structured text. It is built on an open, extensible platform that enables the discovery of trends, patterns and relationships from data. Complementing Web Fountain is IBM's global and robust offering of RFID, which this year has been expanded to specifically address aerospace and defense industry needs. WIRED Innovator #14. However, despite its cachet, Web Fountain is losing internally within IBM, where DB2 with OmniFind is the "flagship" offering that is getting massive global support. DB2 is also much more attractive as a standard that can be adopted by governments, corporations, and non-governmental organizations.

CISCO. Increasingly, the network finally *is* the computer, making the hub-and-router manufacturer more relevant than ever. CEO John Chambers insists double-digit growth can continue even as the company's core markets mature. He's using his \$16.5 billion war chest to fund both internal R&D and shrewd acquisitions like wireless LAN specialist Airespace. The goal: an adaptive, self-defending network. The Application Oriented Network System (AONS) is reducing the need for middleware, reducing costs, increasing security, and offering global versatility in shared but controlled access to both applications and data. WIRED Innovator #13.

Google, Deep Web Technologies, and MindTel, LLC

***Google.** Google fulfills 200 million searches of 8 billion Web pages a day, determining which sites are seen and which remain buried. And new initiatives keep coming: local search, maps, movie showtimes, searchable television content. A narrow focus on sites of interest to specific groups (e.g. Islamic radicals) can be embedded here. WIRED Innovator #2. In addition to securing Google's Enterprise Search with CISCO's AON, we plan to lease the Googleplex as a means of cutting distributed global open source computer rack costs by two thirds. We are also looking at the newest Google capability for efficient access to OSIS-X from any PDA.

Deep Web Technologies (DWT) is a small Los Alamos based company whose founder pioneered "deep web" searching in the Federal government in 1999. DWT develops and maintains sophisticated high visibility "deep web" portals such as Science.gov and DTIC's MultiSearch (<u>http://multisearch.dtic.mil</u>) application. Under a Department of Energy Small Business Innovation Research (SBIR) Phase II grant, DWT has developed a next generation search, retrieval and analysis framework that can be used to acquire highly distributed OSINT documents and perform sophisticated relevance ranking.

MindTel, with key person Dave Warner, is at the forefront of several areas applicable to this endeavor. They helped create and test STRONG ANGEL open source software for sharing with NGOs; they are leaders in medical intelligence methods applicable to non-traditional threat warning, and they are pioneers in visual presentation and sense-making for operational environments where rapid tempo and information overload can hamper understanding.

^{*} To be approached by L-3 CEO once White Paper and campaign plan are approved by same..

Global Intelligence Partnership

OSS.Net is a global commercial intelligence & defensive security network specializing in white, gray, and black sources of information in 29+ languages--the good stuff that is not in English, not online, and not visible to traditional information collectors. We help governments stop the bad guys and corporations protect themselves from risk, fraud, and expensive mistakes. OSS.NET is the hub of a *Global Intelligence Partnership Network* of sources, softwares, and services that come together on a "just enough, just in time" basis to provide any client with the highest-value, lowest-cost, <u>fastest</u> means of creating Open Source Intelligence (OSINT).

InfoSphere is the "operations center" for the global network, integrating human collection, offline and online, linguists, softwares, and analysts to address both recurring and "one of" intelligence requirements. InfoSphere collection coordinators distribute easy to use and deployable templates that convert all collected information into one XML-tagged format uploadable into any system with one push button. InfoSphere also act as the Knowledge Strategy Auditor for commercial intelligence efforts.

Silobreaker is our common low-cost (under \$200 a seat per year) open source analysis toolkit overt the Internet, that is combined with instant access to tens of thousands of online sources in all languages and domains of interest, maps, visualization and more. Silobreaker will also harvest the input of an estimated user base of minimum 200 000 users during 2006.

East View Cartographic is the geospatial element of the network. Its collection of maps, and its ability to integrate imagery and other sources into a tailored geospatial product, is second only to the U.S. Government.

Arnold IT is our information technology transformation partner, our equivalent to the CIA's In-Q-Tel and the Department of Defense's Joint Forces Command. We do transformation better, cheaper, lighter, faster, and off -the-shelf.

Statistical Analysis & Pattern-Trend Detection

Icosystem Icosystem's technology identifies innovative, winning combinations of strategies within a complex and dynamic business ecosystem. Our approach, based on network analysis, dynamic modeling and complexity science, simulates a business environment and analyzes its potential for success and profitability. Icosystem's technology blends significant computational power with robust analytical techniques drawn from complexity science to automate key parts of the strategy innovation process, expanding greatly the range of alternatives considered and eliminating the biases and limitations of traditional approaches. Icosystem was founded in 2000 by Eric Bonabeau, one of the world's leading complexity scientists and the leading authority on swarm intelligence (distributed adaptive problem solving). Headquartered in Cambridge, MA, Icosystem Corporation is comprised of a world-class team of forward-thinking scientists and technologists dedicated to harnessing the power of their expertise and technology to identify significant economic opportunities and design approaches to realize them. These breakthroughs are exploited either directly by Icosystem or by a selection of leading companies in such diverse sectors as pharmaceuticals, energy, consumer packaged goods and software.

Texas Data Mining Research Institute (TDMRI), affiliated with the Texas A&M University System, was founded by Bert Little, Ph.D. to deliver data warehouse and data mining services to governmental agencies and departments that require high integrity leading edge analysis. The US GAO has conducted two audits (investigative audit and case study, www.gao.gov, keyword Tarleton) of the TDMRI, and commended their work in information technology, security of private

information, and the integrity of findings for use in criminal and civil fraud investigations. Currently, TDMRI has saved the taxpayer tens of millions of dollars through its data mining investigations that have identified patterns of fraud invisible to normal audits and then isolated specific individuals and organizations that upon investigative have proven to be engaged in criminal activity.

PRNEWSWIRE Source Analysis & Precision Access to Influentials

Now in its 51st year, PR Newswire Association LLC provides electronic distribution, targeting, measurement, translation and broadcast services on behalf of some 40,000 corporate, government, association, labor, non-profit, and other customers worldwide. Using PR Newswire, these organizations reach a variety of critical audiences including the news media, the investment community, government decision-makers, and the general public with their up-to-the-minute, full-text news developments. Established in 1954, PR Newswire has offices in 11 countries and routinely sends its customers' news to outlets in 135 countries and in 30 languages. Utilizing the latest in communications technology, PR Newswire content is considered a mainstay among news reporters, investors and individuals who seek breaking news from the source. PRNEWSWIRE is in the process of developing a new global form of service by creating lists of influentials in all countries and all domains of interest to government and industry. Under this new service, it will be possible to reach key influential across a specific target domain on a "by name" basis with voice, facsimile, email, surface mail, or FedEx.

Other Services

There are hundreds of niche services, both machine and man-based, and we have selected the best in each category as team members, with all others are available as on a task basis as needed. Annex A includes a list of varied human translation services, both cleared and uncleared, that L-3 has tested over time and with whom L-3 has reliable sustained business. Below are small businesses (with SOS being the one medium business) that L-3 judged "critical and unique" to the implementation of this strategic internal investment by L-3.

Anonymizer is representative of best in class capabilities, but is not exclusive, neither to Team L-3, nor as a single solution. We consider it a helpful means of addressing installed base situation where it is a good fit, while leveraging other solutions elsewhere. We believe we can help Anonymizer become very affordable to a large number of clients by providing them with a global distribution network.

INTER-4 was founded in February 2000 by an experienced team of high-tech product developers, Inter-4 is developing the lowest cost, fastest and most rugged *handheld* computers on the planet for enterprise, industrial and military applications. INTER-4 brings a long track record of success in fields as varied as handheld computers for Special Operations, wireless and high-speed networking, youth Internet electronics, and consumer electronics.

Oak Grove Technologies is a fast growing SDVO (Service-connected Disabled Veteran Owned) Small Business technology consulting firm doing business with the federal government. It specializes in IT and intelligence support and has a TS facility clearance. Among its customers are DIA, CIA, NSA, Dept of the Army, Treasury, EPA, NC Guard etc. It is the first SDVO sponsored under the DoD Mentor/Protégé program. Over 68% of its staff is veterans. On the executive staff is a former Director of Intelligence for HQ US Special Operations Command, Col Frank Beaty, USAF (Retired). OGT is headquartered in Raleigh NC with offices in Alexandria, VA and Tampa, FL. **Sehda** is working with a number of agencies including SOCOM, INSCOM, DARPA, NIST, and ASD/SOLIC on the government side as well as hospitals on the commercial side to provide its S-Minds technology for doing speech to speech translation in 5 different languages. Sehda has the ability to build working system in new languages and domains in a matter of weeks. Sehda's technology will be used to synergistic balance the human and machine translation. It will also provide the environment for terminology management and semi-automated translation capabilities across different languages and translators.

SOSi is a woman-owned international management consulting firm that provides a broad spectrum of operational support services to the U.S. Government and large private companies in the Defense & Aerospace services industry. They provide intelligence logistics, linguistic and technical support solutions that extend beyond national boundaries, and the people with the technical and cultural backgrounds to put those solutions to work. No matter where in the world the mission takes the client, they can provide the personnel and services you need to achieve the mission objectives.

Teragram Corporation is the market leader in multilingual natural language processing technologies that use the meaning of text to distill relevant information from vast amounts of data. Founded in 1997 by innovators in the field of computational linguistics, Teragram alone offers the speed, accuracy and global language support that customers and partners demand to retrieve and organize growing volumes of digital information. Teragram helps customers perform more efficient searches and better organize information in more than 30 languages including European, Eastern European, Asian and Middle Eastern languages. Teragram's multilingual text mining solutions include entities and events extraction, automatic categorization and taxonomy management. Teragram serves customers across the publishing, pharmaceutical, intelligence, telecommunications and financial industries, including major news organizations, leading online search portals, and many Fortune 1000 companies. Customers include among others Ariba, Ask Jeeves, Boeing, CNN, Factiva, FAST Search & Transfer, Forbes.com, InfoSpace, Kofax, NYTimes Digital, OneSource, Ricoh, Sony, The Homeland Security Digital Library, Verity, WashingtonPost.com, the World Bank, and Yahoo.

There is no limit to the number of partners that can be integrated into this endeavor. The world of information provides ample challenges sufficient to daunt any combination of corporations or governments. Our primary focus is on providing a coherent frame of reference that will allow disparate parties, most of whom will never be eligible for participation in Intelink or even OSIS, to share information that can, once entered into OSIS-X, be easily migrated to the high side for exploitation in tandem with all classified information.

We place our vision, and our commitment, in the service of the DNI and whomever the DNI selects to manage the larger world-wide open source information program. With all humility, we believe that we can help the United States of America harness the distributed intelligence of the whole world in a fraction of the time, and at a fraction of the cost, than might be possible using traditional bureaucratic approaches and the persistent legal and security obstacles that must be associated with any government network that serves the classified world. A commercial implementation of OSIS-X makes it possible for the DNI to access 80% of more of the relevant information without having to spend a dime on infrastructure, security, or source acquisition.

Tribes Versus	National Producers/	Military Policy	Law Enforcement	Business/ Commercial	Academic Research	NGO- Media	Citizen Labor		
Functions	Consumers	Intel/Acq/Ops	l/Acq/Ops at all Levels		Rescaren	Ground	Religion		
Hands-On									
Global									
Collection	Team I 2 lavamages the intellectual momenty of OSS Not its own financial								
Remote	ream L-5 reverages the interfectual property of OSS. Net, its own inflancial								
Global	and technical and management prowess, and the unique niche capabilities of								
Collection	the strategic innovators and tactical pioneers who comprise this team. Our								
Translation/	campaign plan will bring these capabilities together in an integrated global								
Digitization	manner, and will provide the generic network through which each of the								
Processing	"tribes" at the top can fund its own needs while contributing (as it wishes) to								
Including	and drawing on the information functions shown on the left as services of								
Meta-	common concern—common solutions. We have organized this so that every								
Tagging	team member, from the smallest of our small businesses to the largest, can								
Aggregate/	serve as the client's "prime" contractor, enhancing the trust and confidence and careful focus each team member enjoys with selected clients. This is								
Distributed									
Data	very much a "one for all and all for one" situation where the aggregate value								
Exploitation	of our approach, combined with the accreate value of hundreds of contracts								
Analytic	of our approach, combined with the aggregate value of hundreds of contracts								
Toolkits	spread across the seven tribes, delivers to each participant an extraordinary								
Training &	means of exploiting global coverage in all languages, 24/7, at the sub-state								
Experts on	level of granularity.								
Demand	_								

ANNEX F: Our Campaign Plan

L-3 communications is planning to create an Open Source Business Unit with the following core capabilities to be funded under contracts to be won over the next two years:

Capability	M/Yr 1	Total	Expected Result	
Dedicated IO/OSINT/FL Mgmt Tm	3	9	Value added to each isolated contract	
Dedicated Team Technical Integrators	3	9	Integrated leap-ahead as COTS	
OSINT Training Academy	2	6	Establish shared global SOP	
OSINT Help Desk	2	6	Establish one-stop gold standard	
Translation Web	1	3	Establish one-stop gold standard	
Digital History Project (China)	3	9	Demonstrate value, pilot for RoW	
NGO Data Warehouse & Net	5	15	Bring NGO information to DoD	
Academic Data Network	5	15	Harness their knowledge for DoD	
Global Expert Directory	3	9	Create the world brain yellow pages	
Texas Data Mining Center	1	3	Pioneer early warning methods	
Corporate Warning Network (NY)	1	3	Open corporate risk info to DoD	
Digital Marshall Plan	2	6	Access foreign government info	
IO Decision Support Center (VA)	2	6	Model for DoD, DHS & States	
University of the Republic	1	3	Flag/CEO learning/networking	
Other internal investments	7	9	Create the leap-ahead global grid	
TOTAL IDENTIFIED	41	111	L-3 intelligence in service to Nation	

Regardless of how many corporations are competing for US and other government dollars, there needs to be at least one "hub" company that can help both US and foreign parties share information without regard to citizenship, clearances, or other caveats. L-3 plans to be that hub for the good of the larger group. We see this as a transformative strategic endeavor of enormous value.