

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 4

2. Amendment/Modification No.

P00008

3. Effective Date

2012 Mar 28

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

ROCK ISLAND CONTRACTING CENTER
CCRC-DC
DAVID GANNON (309) 782-0868
ROCK ISLAND, IL 61299-8000
BLDGS 60 & 390

EMAIL: DAVID.A.GANNON@US.ARMY.MIL

Code

W52P1J

7. Administered By (If other than Item 6)

Code

SCD PAS

ADP PT

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.
3211 JERMANTOWN RD
FAIRFAX, VA 22030-2844

TYPE BUSINESS: Large Business Performing in U.S.

Code 07MU1

Facility Code

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W91QUZ-06-D-0012

10B. Dated (See Item 13)

2012MAR12

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

NO CHANGE TO OBLIGATION DATA

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

KIND MOD CODE: C

It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: _____ 43.103 (a)

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Contract Expiration Date: 2015APR13

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

15A. Name And Title Of Signer (Type or print)
Lindsay Williams, Principal Contracts Admin.

16A. Name And Title Of Contracting Officer (Type or print)
JEFFREY GOLLON
JEFFREY.S.GOLLON@US.ARMY.MIL (309) 782-5369

15B. Contractor/Officer
lindsay.williams@gdit.com
Digitally signed by Lindsay Williams@gdit.com
DN: cn=Lindsay Williams@gdit.com
Date: 2012.03.27 16:44:58 -0400

(Signature of person authorized to sign)

15C. Date Signed
3/28/12

16B. United States Of America
By Jeffrey S. Gollon
(Signature of Contracting Officer)

16C. Date Signed
2012 MAR 28

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 4
	PIIN/SIIN W91QUZ-06-D-0012	MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification is:

1. To update Section A. Specifically, Sections A.1, Governments Contract Administration, and A.2, Contractors Contract Administration, are hereby revised to read as follows:

A.1 Governments Contract Administration:

The basic contract will be administered by the office indicated in SF 30, Block 7. Individual orders will be administered as designated in the order.

ACC-RI Contracting Office:

Contracting Officer: Jeffrey S. Gollon
E-mail address: jeffrey.s.gollon.civ@mail.mil
Telephone number: 309-782-5369

Contract Specialist: David A. Gannon
E-mail address: david.a.gannon.civ@mail.mil
Telephone number: 309-782-0868

Ombudsman: Kevin S. Sommer
E-mail address: kevin.s.sommer.civ@mail.mil
Telephone number: 309-782-2706

Computer Hardware, Enterprise Software and Solutions (CHESS):

Contracting Officers Representative: James K. Copeland
E-mail address: james.k.copeland1.civ@mail.mil
Telephone number: 703-806-8234

A.2 Contractors Contract Administration:

Contractors Administration Office:
Address: 3211 Jermantown Road
(if different than SF 26, Block 7) Fairfax, VA 22030

Point of contact: Lindsay Williams, Sr. Contracts Administrator
Telephone number: (757) 864-0850
E-mail address: Lindsay.williams@gdit.com

Authorized Contractor Representative:
(Contractual Binding/Negotiation Authority)

Name and Title: Lindsay Williams, Sr. Contracts Administrator
Telephone number: (757) 864-0850
E-mail address: Lindsay.williams@gdit.com

Electronic Funds Transfer (EFT) payment shall be made as follows:

Financial institution address: PNC Bank
500 First Avenue
Pittsburgh, PA 15219

Routing transit number: ABA Routing #: 043000096
Account #: 10075014
Swift Code: PNCUS33

Depositor account number: 10075014

If not paying via EFT, payment shall be made to the following address:

Contractors designated address: General Dynamics Information
Technology

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 4
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Name of Offeror or Contractor: GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.			

c/o Citizens Bank of PA
P.O Box 643014
Pittsburgh, PA 15264-3014

Point of Contact: Kelly Bradshaw-Moran
Telephone number: (610) 941-1399
E-mail address: N/A

All other terms and conditions of Section A remain unchanged and in full force and effect.

2. To incorporate a revised Small Business Participation Report, dated 09 February 2012, into the contract as Attachment 3, Exhibit 4. This Small Business Participation Report replaces the previous Small Business Participation Report incorporated under the basic contract. (See Attachment 3, Exhibit 4)

3. To revise Attachment 4. Specifically, paragraph (b), Ordering Process, is hereby revised to read as follows:

(b) Ordering Process

Authority. The Task Order Contracting Officer (TO KO) will provide each contract holder with a fair opportunity to be considered for each Task Order. Orders under this contract are subject to FAR subpart 16.505 (orders exceeding \$3,000 and up to \$150,000), supplemented with respect to orders on behalf of DoD for services exceeding \$150,000, by DFARS 216.505-70.

Each order for services exceeding \$150,000 shall be placed on a competitive basis in accordance with DFARS 216.505 unless the TO KO waives the requirement on the basis of a written determination, using the justification and approval format in FAR 6.302-1. This competition requirement applies to orders placed by non-DoD agencies on behalf of DoD. Competition requirements are met only if the TO KO--

(1) Provides a notice of intent to purchase to all contractors under the contract, including a description of work to be performed and the basis upon which the selection will be made; and

(2) Affords all contractors responding to the notice a fair opportunity to submit an offer and to be fairly considered.

Waivers. Waivers that can be considered are:

(1) the customers need for services is of such urgency that providing such opportunity would result in unacceptable delays;

(2) only one contractor is capable of providing services required at the level of quality required because the services ordered are unique or highly specialized;

(3) the order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;

(4) it is necessary to place an order to satisfy a minimum guarantee; or

(5) a statute expressly authorizes or requires that the purchase be made from a specified source (only applicable if services exceed \$150,000).

All other terms and conditions of Attachment 4 remain unchanged and in full force and effect.

4. To incorporate, by reference, the following clauses:

- 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010)
- 52.204-9, Personal Identity Verification of Contractor Personnel (Jan 2011)
- 52.222-50, Combating Trafficking in Persons (Feb 2009)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W91QUZ-06-D-0012 MOD/AMD P00008	Page 4 of 4
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Name of Offeror or Contractor: GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.

52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)

5. To incorporate a revised DD254, dated 29 February 2012, into the contract as Attachment 5. This DD254 replaces the previous DD254 incorporated as Attachment 5, under the basic contract.

6. All other terms and conditions of contract W91QUZ-06-D-0012 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0001 ***

**Attachment 3, Exhibit 4
Small Business
Subcontracting Participation Plan Report**

1. Company Name:
2. ITES-2S Contract Number:
3. Date Submitted:
 - 3a. Small Business Participation Report Period *Start Date*: **01 September 2007**
 - 3b. Small Business Participation Report Period *End Date*: **31 October 2010**
4. Total Dollars/Percentage:
 - 4a. Total *Obligated* Dollars (sales to date): **\$100,000,000**
 - 4b. Total *Obligated* Dollars subcontracted out (Large and Small Business): **\$50,000,000**
 - 4c. Total percent of *Obligated* Dollars subcontracted out (Large and Small Business): **50%**
5. *Obligated Dollar Value* and percent of your participation as a Prime Contractor (**Small Business prime contractors should not include dollars/percent for their own small business participation below**):

Report is cumulative

Total Subcontracted

Type	Proposed Goal (Percent)	Actual Goal (Dollars / Percent)
5a. Small Business Concerns	25%	\$25,000,000 /50%
5b. Large Business Concerns	25%	\$25,000,000 /50%

\$25m is 50% of the subcontracted amount of \$50m (4b)

Subcategory Breakout

Type <i>(See instructions below)</i>	Proposed Goal (Percent)	Actual Goal (Dollars / Percent)
6. Small Disadvantaged Business	5%	\$11,000,000/11%
7. Women Owned Small Business	5%	2,000,000/2%
8. Historically Black Colleges and Universities / Minority Institutions (HBCU/MI)	2%	1,500,000/1.5%
9. Historically Underutilized Business Zone	2%	1,500,000/1.5%
10. Veteran Owned Small Business	3%	4,000,000/4%
11. Service Disabled Veteran Owned Small Business	3%	2,500,000/2.5%
12. Other Small Business (not defined above)	5%	2,500,000/2.5%

Sum of these \$ and %s may not equal total subcontracted amount for small businesses due to some small businesses being qualified and eligible for multiple small business types

(Note: Subcategory Breakout Proposed Goal (Percent) total should equal 5a. Small Business Concerns Proposed Goal (Percent))

13. Detailed Explanations for percentages less than what was proposed:
14. Name of Individual Responsible for Administering Form:
15. Email address of Individual Responsible for Administering Form:

Instructions for BLOCKS 6 through 12: For each small business concern, provide breakout. Each of these items is a subcategory of Block 5a. Note that in some cases the same dollars may be reported in more than one block (e.g., SDBs owned by women); likewise, subcontracts to HBCUs or MIs should be reported on both Block 6 and 8.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING			
				a. PRIME CONTRACT NUMBER W91QUZ-06-D-0012		b. SUBCONTRACT NUMBER	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>				3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>			
a. PRIME CONTRACT NUMBER W91QUZ-06-D-0012		b. SUBCONTRACT NUMBER		c. SOLICITATION OR OTHER NUMBER		DUE DATE (YYYYMMDD)	
a. ORIGINAL <i>(Complete date in all cases)</i> DATE (YYYYMMDD) 20060414		b. REVISED <i>(Supersedes all previous specs)</i> REVISION NO. 1		c. FINAL <i>(Complete Item 5 in all cases)</i> DATE (YYYYMMDD) 2010229			
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.				5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____			
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>							
a. NAME, ADDRESS, AND ZIP CODE General Dynamics Information Technology, Inc. (GDIT) 3211 Jermantown Road, Fairfax, VA 22030		b. CAGE CODE 07MU1		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> Defense Security Service (DSS) Northern Virginia Field Office (IOFCC2) 14428 Albemarle Point Place, Suite 140 Chantilly, VA 20151 Phone: 703-325-0374; Fax: 703-325-0374			
7. SUBCONTRACTOR							
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
8. ACTUAL PERFORMANCE							
a. LOCATION Site identified in the individual order		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT The Information Technology Enterprise Solutions -2 Services (ITES-2S) contracts will provide a full range of services and solutions necessary for the Army to satisfy its support to the Army enterprise infrastructure and infostructure goals with information technology (IT) services worldwide. The scope includes Command, Control, Communications, Computers, and Information Management (C4IM) requirements as defined in Army Regulations 25-1 (AR 25-1)							
10. CONTRACTOR WILL REQUIRE ACCESS TO:				11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:			
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES	NO	<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	YES	NO	<input checked="" type="checkbox"/>
b. RESTRICTED DATA			<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY			<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL			<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA			<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY			<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)			<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			<input checked="" type="checkbox"/>
(2) Non-SCI			<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER			<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION			<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT			<input checked="" type="checkbox"/>
g. NATO INFORMATION			<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS			<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION			<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS			<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION			<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE			<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION			<input checked="" type="checkbox"/>	l. OTHER <i>(Specify)</i>			<input checked="" type="checkbox"/>
k. OTHER <i>(Specify)</i>			<input checked="" type="checkbox"/>				

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

Office of the Secretary of Defense, Public Affairs
Public Release of SCI is prohibited.

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

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

NOTE: This DD Form 254 does not authorize classified work to be performed.

This DD254 details the scope of classified work that may be performed under the individual delivery/task orders, Each classified delivery/task order will be required to have a DD Form 254 with the appropriate security requirements (i.e. Secret to Top Secret).

Separate DD Form 254s will be issued which reflect additional or different security requirements based on individual task orders. Specific instructions will be provided with each order.

See Attachment 1 Item 13 Security Guidance.

Reference 10e(1): If 10e(1) is marked Yes Block 1(a) should be marked Top Secret and Blocks 14 and 15 should be marked Yes. SCI Access is required. Appendage #3 - U.S. Army SCI Addendum must be attached it provides SCI guidance and responsibilities for SCI TOP SECRET Delivery/Task Orders.

Reference 10e(2): If 10e(2) is marked Yes the following statement is required: Non-SCI Information is not releasable to contractor employees who have not received a clearance at the appropriate security level. Written concurrence from the Contracting Officer is required prior to subcontracting. Access to Intelligence information is required for performance.

Reference 10(a): See Appendage # 2 - Additional COMSEC Guidelines

Intelligence Materials Access Requirements FAR 52.204-2 is included as part of the contract

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. Yes No
(*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

Contractors are required to have OPSEC training IAW AR 530-1. PEO EIS or another government agency may provide the OPSEC training. If 10e(1) is marked Yes See Appendage #3 - U.S. Army SCI Addendum

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. Yes No
(*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

If 10e(1) is marked Yes See Appendage #3 - U.S. Army SCI Addendum. This block will be marked No if 10e(1) is marked No.

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

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (<i>Include Area Code</i>)
Sharon Godfrey	PEO EIS Industrial Security Manager	(703) 806-3088

d. ADDRESS (*Include Zip Code*)
PEO EIS HQs
9350 Hall Road
Fort Belvoir, VA 22060 - 5526

e. SIGNATURE

Sharon Godfrey 5 MAR 2012

17. REQUIRED DISTRIBUTION

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

Attachment 1

Item 13 Security Guidance

Reference DD Form 254 Blocks:

- Ref 8(a): Location of performance: Will be identified in the individual order.
- Ref 10(a): When applicable to the delivery/task order see DD Form 254 block 13 reference 10a.
- Ref 10e(1): When applicable to the delivery/task order see DD Form 254 block 13 reference 10e(1).
- Ref 10e(2): When applicable to the delivery/task order see DD Form 254 block 13 referenced 10e(2).
- Ref 10(j): Projection of For Official Use Only (FOUO) Information, contractual, and Privacy Act information. FOUO information shall be marked and protected IAW AR 25-55 (Freedom of Information Act Program) and Chapter 5, AR 380-5 (DA Information Security Program). See Appendage #1 Safeguarding "For Official Use Only" (FOUO) Information. Personally Identifiable Information (PII) shall be protected IAW the Privacy Act (5 USC 552a), AR 25-1, and DODI 8500.2 Information Assurance (IA) implementation.
- Ref 11(a): When applicable block 1b should be marked NONE and 11(b), 11(c) and 11(d) should be marked NO. Access to classified information is restricted to properly accredited Government activities. The contractor will not be required to have any safeguarding capability at its facility. Secret or Top Secret security clearances are required to access classified information. Security Clearance levels will be identified in the individual classified orders. The using activities (U.S. government) personnel will provide security classification guidance for the performance of this contract. Classified Material/Information will be protected IAW AR 380-5.
- Ref 11(b): When applicable block 1b should not be marked NONE and blocks 11(a), 11(c) and 11(d) should be marked NO. The contractor will receive classified information but will not originally create or derive classified information. Block 1b would be completed with the appropriate security level.
- Ref 11(c): When applicable block 1b should not be marked NONE and blocks 11(a), 11(b) and 11(d) should be marked NO. The contractor will receive originally create and or derive classified information. The contractor must be provided with detailed security classification guidance to perform this task order. Block 1b would be completed with the appropriate security level.
- Ref 11(d): When applicable block 1b should not be marked NONE and blocks 11(a) should be marked NO. The contractor will be required to store classified hardware. Block 1b would be completed with the appropriate security level and either block 11(b) or block 11(c) would be marked YES.
- Ref 11(f): This block refers to access of classified information outside of the United States, its possessions, and its territories. It should be marked YES if access to U.S. Classified Information falls outside the United States, Panama Canal Zone, Puerto Rico, U.S. Possessions and Trust Territories. When

· applicable the city and country should be identified and the contractor will be required to take the Antiterrorism Level I Awareness training within one year prior to travel.

- 11(j) AR 530-1 provides basic guidance on OPSEC. Contractor personnel shall be familiar with and comply with all Government requiring activity OPSEC policy and procedures at work locations and visiting sites. Government personnel will provide OPSEC training. See Block 14.

Contractors will comply with the threat awareness and reporting requirements as specified in AR 381-12, paragraph 1-14 and Chapter 3.

The Government activity will provide classification guidance in the performance of the contract.

Appendage # 1

SAFEGUARDING "FOR OFFICIAL USE ONLY" (FOUO) INFORMATION

1. The "FOR OFFICIAL USE ONLY" marking is assigned to information at the time of its creation in a DOD User Agency. It is not authorized as a substitute for a security classification marking but it is used on official Government Information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act.
2. Other non-security markings such as "Limited Official Use" and "Official Use Only" are used by non-DOD User Agencies for the same type of information and should be safeguarded and handled in accordance with instructions received from such agencies.
3. Use of the above markings does not mean that the information cannot be released to the public, only that it must be reviewed by the Government prior to its release, to determine whether a significant and legitimate Government purpose is served by withholding the information portions of it.

4. IDENTIFICATION MARKINGS:

a. An unclassified document containing FOUO information will be marked "For Official Use Only" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information, on the back page, and on the outside of the back cover (if any). No portion marking will be shown.

b. Within a classified document, an individual page that contains FOUO and classified information will be marked at the top and bottom with the highest security classification appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked 'FOUO.'

c. Any "FOR OFFICIAL USE ONLY" information released to a contractor by a DOD User Agency is required to be marked with the following statement prior to transfer:

THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY
DISCLOSURE UNDER THE FOIA. EXEMPTIONS APPLY.

d. Removal of the "FOR OFFICIAL USE ONLY" marking can only be accomplished by the originator or other competent authority. When "FOR OFFICIAL USE ONLY" status is terminated, all known holders will be notified to the extent possible.

5. **DISSEMINATION:** Contractors may disseminate "FOR OFFICIAL USE ONLY" information to their employees and subcontractors who have a need for the information in connection with a classified contract.

6. **STORAGE:** During working hours "FOR OFFICIAL USE ONLY" information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During non-working hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks is adequate when internal building security is provided during non-working hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after hours protection or the material can be stored in locked receptacles such as file cabinets, desks or bookcases.

7. **TRANSMISSION:** "FOR OFFICIAL USE ONLY" information may be sent via first-class mail or parcel post. Bulky shipments may be sent fourth-class mail.

8. **DISPOSITION:** All Army products containing sensitive, but unclassified information (FOU, Privacy Act Information, etc.) should be destroyed as classified trash. Shredding is the principal method for destruction of such trash.

9. **UNAUTHORIZED DISCLOSURE:** Unauthorized disclosure of "FOR OFFICIAL USE ONLY" information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

Appendage 2

CONTRACT# _____

ADDITIONAL SECURITY GUIDELINES FOR COMSEC

Contractor Generated Communications Security (COMSEC) Material: Any material generated by the contractor (including, but not limited to: correspondence, drawings, models, mockups, photographs, schematics, status programs and special inspection reports, engineering notes, computations and training aids) will be classified according to its own content. Classification guidance will be taken from other elements of this Contract Security Classification Specification, DD Form 254, Government furnished equipment or data, or special instructions issued by the Contracting Officer, or his/her duly appointed representative.

REQUIREMENTS:

1. The requirements of DoD 5220.22-M and NSA/CSS Policy Manual 3-16 are applicable to this effort.
2. All contractor personnel to be granted access to classified COMSEC information must be U.S. citizens granted FINAL clearance by the government prior to being given access. Immigrant aliens, interim cleared personnel, or personnel holding a contractor granted CONFIDENTIAL clearance are not eligible for access to classified COMSEC information released or generated under this contract without the express permission of the Director, NSA.
3. Contractor employees or cleared commercial carriers shall not carry classified COMSEC material on commercial passenger aircraft anywhere in the world without the approval of the procuring contracting officer.
4. No contractor generated COMSEC or government furnished material may be provided to the Defense Technical Information Center (DTIC). Contractor generated technical reports will bear the statement "Not Releasable to the Defense Technical Information Center per DoD Directive 5100-38."
5. Classified paper COMSEC material may be destroyed by burning, disintegration, chopping or high security crosscut shredding. Cryptographic key tapes must be "terminally" destroyed (destroyed to the point where it cannot be reconstructed) utilizing devices listed on the Evaluated Products List (EPL) for Punched Tape Destruction Devices or the EPL for High-Security Disintegrators. A listing of EPLs can be found at <http://www.nsa.gov/ia/government/mdg.cfm>. When a method other than burning is used, all residue must be reduced to pieces 5mm or smaller in any dimension. When classified COMSEC material other than paper is to be destroyed, specific guidance must be obtained from the User Agency.

6. Unclassified COMSEC information released or generated under this contract shall be restricted in its dissemination to personnel involved in the contract. Release in open literature or exhibition of such information without the express written permission of the Director, NSA, is strictly prohibited.

7. Recipients of COMSEC information under this contract may not release information to subcontractors without permission of the User Agency.

8. Additional notices to be affixed to the cover and title or first page of contractor generated COMSEC documents:

a. "COMSEC MATERIAL - ACCESS BY CONTRACTOR PERSONNEL RESTRICTED TO U.S. CITIZENS HOLDING FINAL GOVERNMENT CLEARANCE."

b. "THIS PUBLICATION OR INFORMATION IT CONTAINS MAY NOT BE RELEASED TO FOREIGN NATIONALS WITHOUT PRIOR SPECIFIC APPROVAL FROM THE DIRECTOR, NSA. ALL APPROVALS WILL IDENTIFY THE SPECIFIC INFORMATION AND COPIES OF THIS PUBLICATION AUTHORIZED FOR RELEASE TO SPECIFIC FOREIGN HOLDERS. ALL REQUESTS FOR ADDITIONAL ISSUANCES MUST RECEIVE PRIOR SPECIFIC APPROVAL FROM THE DIRECTOR, NSA."

Appendage # 3

U.S. ARMY SCI ADDENDUM

U.S. ARMY SCI ADDENDUM TO DD FORM 254, 31 May 2005

The Highlighted Items contain specific instructions for preparation of the "U.S. Army SCI Addendum," used in conjunction with the DD Form 254, for all U.S. Army SCI contracts and SCI subcontracts.

a. The SCI addendum is designed for use with the DD Form 254 on all U.S. Army SCI contractual efforts and their related subcontracts.

NOTE: The SCI-CM must have an established ACAVS Account. Failure to establish an ACAVS Account will result in the contract remaining as a Collateral (i.e., non-SCI) Contract.

b. Based on the guidance provided in the DD Form 254 and U.S. Army SCI Addendum for the prime contract, the (prime) contractor is responsible for coordinating with the SCI-CM and CSE for developing and incorporating the U.S. Army SCI Addendum with an appropriate DD Form 254 for all related subcontracts.

This document shall be executed and accompany all DD Forms 254 issued for Request for BID (RFB), Request for Proposal (RFP), Request for Quotation (RFQ), etc., and forwarded with the DD Form 254 to PEO EIS PEO EIS prior to award of an Army SCI contract. Those **items that are pre "X"ed** apply to all Army SCI contracts/subcontracts.

The Directions above and below should be deleted before the document is submitted.

Item 1: Regulations listed that are not marked, are to be marked with an "X" when they apply.

XXX (1) This contract requires access to Sensitive Compartmented Information (SCI). The Commander, US Army Intelligence and Security Command (INSCOM), acting on behalf of the DA Deputy Chief of Staff (DCS), G-2 as the Cognizant Security Authority (CSA) for the US Army, has exclusive security responsibility for all SCI released to the contractor or developed under the contract and held within the Contractor's SCI Facility (SCIF) or Co-utilization Agreement (CUA) SCIF. The Defense Intelligence Agency (DIA) has security inspection responsibility for SCI and the Defense Security Service (DSS) retains responsibility for all collateral information released or developed under the contract and held within the DoD Contractor's SCIF. The manuals, regulations and directives checked below provide the necessary guidance for physical, personnel, and information security for safeguarding SCI, and are part of the security classification specification for this contract:

XXX DoD 5105.21-M-1, SCI Security Manual, Administrative Security

XXX Signals Intelligence Security Regulations (SISR) (Available from the CM)

Imagery Policy Series (Available from the CM)

Imagery Policy Series **Applies when the contract/subcontract requires TK level SCI (i.e. access, documents etc.)**

XXX DCID 6/3, Protecting Sensitive Compartmented Information within Information Systems
DCID 6/3, Protecting Sensitive Compartmented Information within Information Systems, applies **when AIS processing is involved.**

_____ DCID 6/9, Physical Security Standards for Sensitive Compartmented Information Facilities

DCID 6/9, Physical Security Standards for SCIFs. Required when the contractor is authorized a Sensitive Compartmented Information Facility (SCIF).

XXX AR 25-2, Information Assurance

AR 25-2, Information Assurance: Applies when item 11.i. of the DD Form 254 is marked yes.

XXX AR 380-28, DA Special Security System

AR 380-381, Special Access Programs (SAPS).

AR 380-381, Special Access Programs (SAPS): Applies when item 10.f. of the DD Form 254 is marked yes.

XXX Army Handbook for SCI Contracts.

_____ Other

Item 2: An estimated completion date must be annotated. Do not include proposed option years. An option is not official until it is exercised by the government.

XXX (2) Contract estimated completion date:

(NOTE: Section "F" of the contract normally provides the Period of Performance. Option years are not to be included, as an option is not valid until exercised by the government.)

XXX (3) The name; official organization address; email address; and telephone number of the designated SCI Contract Monitor (SCI-CM) for the SCI portion of this contract is:

SCI-CM:

NOTE: The SCI-CM designated must be either military or a DA civilian, who possess the appropriate SCI access to the levels required by the contract. Further, the SCI-CM for the prime contract is always the CM for all related subcontracts.

Additionally, in this item, identify the Security POC, with telephone number and email address, at the company to be awarded the contract/subcontract (the contractor's/subcontractor's location); CSSO:

The SCI-CM and the Contractor Special Security Officer (CSSO) **must be registered in the Army Contractor Automated Verification System (ACAVS)** in order to process SCI actions.

XXX (4) All DD Forms 254 prepared for subcontracts involving access to SCI under this contract must be forwarded to the SCI-CM for approval and then to HQ INSCOM, ACofS Security, G2, Contractor Support Element (CSE) for review and concurrence prior to award of the subcontract.

When a subcontract for a portion of the SCI contract is to be authorized, prior to award of the subcontract, the prime contractor must execute and forward a DD Form 254 for the proposed subcontract through the prime contract SCI-CM, for his/her approval, and to CSE for concurrence.

XXX (5) The contractor will submit the request for SCI visit certifications through the SCI-CM for approval of the visit. The certification request must arrive at the Contractor Support Element (CSE) at least ten (10) working days prior to the visit. Visit certification requests will be processed through ACAVS.

Cites requirement for SCI visit certifications.

XXX (6) The contractor will not reproduce any SCI related material without prior written permission of the SCI-CM.

Identifies the requirement for prior written authority to reproduce SCI and all related material.

_____ (7) Security Classification Guides or extracts are attached or will be provided under separate cover.

Identifies whether or not classification guide(s) or extract(s) exist for this specific contract and how they are to be obtained by the contractor.

XXX (8) Electronic processing of SCI requires accreditation of the equipment in accordance with DCID 6/3 and AR 25-2 (Note: Check only if item 11I indicates that a requirement exists for SCI IS processing.)

Cites the requirement to have an accreditation of all electronic processing equipment prior to the processing SCI by the contractor.

(9) This contract requires a contractor SCIF.

Identifies the requirement for the contractor to have their own accredited SCIF or co-utilized SCIF to execute the SCI portion of the contract.

XXX (10) This contract requires (SI) (TK) (G) (HCS) (Add others as required)

Cites the accesses required for execution of the contract, mark what accesses are required for performance on the contract/subcontract.

The estimated number of accesses required:

Further, allows the *option* of citing an estimated number of accesses required

XXX (11) The contractor will perform SCI work under this contract at the following locations:

Requires identification, in addition to Item 8 of the DD Form 254, of any additional locations where SCI work for this specific contract will be conducted.
