



Department of the Interior (DOI) Foundation Cloud Hosting Services (FCHS)

Volume I – Business Management Proposal

Prepared In Response To:

RFP D12PS00316

Prepared For:

Virginia:

Department of the Interior, NBC, AQD

381 Elden Street, 4th Floor

Herndon, VA 20170

Attn: Rob Stolz, phone 703-964-3624

OR Nancy Moreno, phone 703-964-3562

Prepared By:

Lockheed Martin Corporation

Information Systems & Global Solutions (IS&GS)

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Attn: Sheila Duplain

19 November 2012

DUNS: 147286186

TIN: 52-1893632

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This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use the information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in the sheets marked with the following legend: "Use or disclosure of the data on this page is subject to the restriction on the title page of this proposal."

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The data furnished in connection with this proposal is deemed by Lockheed Martin Corporation to contain trade secrets and commercial or financial information which is privileged and confidential under Title 5, United States Code, Section 552. Accordingly, such data shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.

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SF 33 AND SF 30S

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER D12PS00316		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 07/18/2012	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY CODE D23 DOI, National Business Center, AQD Division 2 / Branch 3 381 Elden St Suite 4000 Herndon VA 20170			8. ADDRESS OFFER TO (If other than Item 7) See Section I for additional details			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ D00 _____ until _____ 1400 ET _____ local time _____ 09/06/2012 _____
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Rob Stoltz	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS Rob_Stoltz@nbc.gov
		AREA CODE 703	NUMBER 964-3624	EXT.

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	8
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	48	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	690
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	2	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	4
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	4	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	33
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	9	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	10
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	9				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%) 0	20 CALENDAR DAYS (%) 0	30 CALENDAR DAYS (%) 0	CALENDAR DAYS (%) 0
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	Amendment 001	8/26/2012	Amendment 005	10/3/2012
	Amendment 002	8/30/2012	Amendment 006	10/11/2012
	Amendment 003	9/13/2012	Amendment 007	10/12/2012
	Amendment 004	9/28/2012	Amendment 008	11/1/2012

15A. NAME AND ADDRESS OF OFFEROR CODE 147286186 Lockheed Martin Corporation 700 No. Frederick Avenue Gaithersburg, MD 20879	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Sheila A. Duplain Contracts Negotiator Staff
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15B. TELEPHONE NUMBER AREA CODE 301 NUMBER 519-5390 EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE 11/19/2012
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AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) Nancy Moreno		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. 001	3. EFFECTIVE DATE 08/26/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
--------------------------------------	---------------------------------	----------------------------------	--------------------------------

6. ISSUED BY Department of the Interior, National Business Center Acquisition Services Directorate, 381 Elden Street, Herndon, Virginia 20170	CODE 00004	7. ADMINISTERED BY (If other than item 6) Same as block 6 Attn: Nancy Moreno, Nancy.L.Moreno@nbc.gov 703-964-3562	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) To all prospective offerors	(4)	9A. AMENDMENT OF SOLICITATION NO. D12PS00316
	X	9B. DATED (SEE ITEM 11) 07/18/2012
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

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 one (1) copy of the amendment;
- (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
- or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

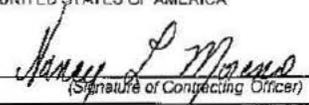
(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET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

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

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

The Government received 474 questions relating to the Request for Proposal (RFP) identified in block 9A above. Amendments addressing the questions will be forthcoming and posted in several increments. This amendment hereby extends the proposal due date to on or before September 27, 2012, 2:00 pm Eastern Time.

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) Sheila A. Duplain, Contracts Negotiator Staff		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nancy L. Moreno	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 11/19/2012	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8/27/12

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 192
2. AMENDMENT/MODIFICATION NO. 002	3. EFFECTIVE DATE 08/30/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Department of the Interior, National Business Center Acquisition Services Directorate, 381 Elden Street, Herndon, Virginia 20170	CODE 00004	7. ADMINISTERED BY (If other than Item 6) Same as block 6 Attn: Nancy Moreno, Nancy.L.Moreno@nbc.gov 703-964-3562		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) To all prospective offerors			(4)	9A. AMENDMENT OF SOLICITATION NO. D12PS00316
			X	9B. DATED (SEE ITEM 11) 07/18/2012
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

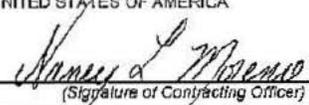
- (4) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)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

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

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

The Government received 477 questions relating to the Request for Proposal (RFP) identified in block 9A above. This amendment hereby provides the first set of vendor clarification questions, 1 through 82, and responses as attached. This amendment hereby makes changes to the RFP. Some of those changes are as a result of the clarification questions and are as indicated in the attached Question and Answer table. The shade method has been used to identify the lines of text/data that has changed. Some sections, and/or pages, are being replaced in their entirety due to a shift in text only and may not reflect shading on those pages which do not have changes.

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) Sheila A. Duplain, Contracts Negotiator Staff		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nancy L. Moreno	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 11/19/2012	15B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	15C. DATE SIGNED 8/30/12

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 188
2. AMENDMENT/MODIFICATION NO. 003	3. EFFECTIVE DATE 09/13/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Department of the Interior, National Business Center Acquisition Services Directorate, 381 Elden Street, Herndon, Virginia 20170	CODE 00004	7. ADMINISTERED BY (If other than Item 6) Same as block 6 Attn: Nancy Moreno, Nancy.L.Moreno@nbc.gov 703-964-3562		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) To all prospective offerors			(4)	9A. AMENDMENT OF SOLICITATION NO. D12PS00316
			X	9B. DATED (SEE ITEM 11) 07/18/2012
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

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

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

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

This amendment hereby provides the second set of vendor clarification questions, 83 through 459, as attached. Also, this amendment hereby makes changes to the RFP. Some of those changes are as a result of the clarification questions and are as indicated in the attached Question and Answer table. The shade method has been used to identify the lines of text/data that have changed. Some sections, and/or pages, are being replaced in their entirety due to a shift in text only and may not reflect shading on those pages which do not have changes.

Also, this amendment hereby extends the due date for submission of proposals to October 11, 2012, as stated in Section L.13, Deadline for Submission of Proposals.

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) Sheila A. Duplain, Contracts Negotiator Staff		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nancy L. Moreno	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 11/19/2012	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/13/12

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 151
2. AMENDMENT/MODIFICATION NO. 004	3. EFFECTIVE DATE 09/28/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY Department of the Interior, National Business Center Acquisition Services Directorate, 381 Elden Street, Herndon, Virginia 20170	CODE 00004	7. ADMINISTERED BY (if other than Item 6) Same as block 6 Attn: Nancy Moreno, Nancy.L.Moreno@nbc.gov 703-984-3562		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) To all prospective offerors				(4)	9A. AMENDMENT OF SOLICITATION NO. D12PS00316
				X	9B. DATED (SEE ITEM 11) 07/18/2012
					10A. MODIFICATION OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

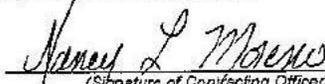
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office with proposal submission.

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

This amendment hereby provides the final set of vendor clarification questions, as attached. Also, this amendment hereby makes changes to the RFP. Some of those changes are as a result of the clarification questions and are as indicated in the attached Question and Answer table. The shade method has been used to identify the lines of text/data that have changed. Some sections, and/or pages, are being replaced in their entirety due to a shift in text only and may not reflect shading on those pages which do not have changes.

Also, this amendment hereby extends the due date for submission of proposals to October 17, 2012, as stated in Section L.13, Deadline for Submission of Proposals.

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) Sheila A. Duplain, Contracts Negotiator Staff		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nancy L. Moreno	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 11/19/2012	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/28/12

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 005	3. EFFECTIVE DATE 10/03/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)		
6. ISSUED BY Department of the Interior, National Business Center Acquisition Services Directorate, 381 Elden Street, Herndon, Virginia 20170	CODE 00004	7. ADMINISTERED BY (if other than Item 6) Same as block 6 Attn: Nancy Moreno, Nancy.L.Moreno@nbc.gov 703-964-3562		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) To all prospective offerors				(4) 9A. AMENDMENT OF SOLICITATION NO. D12PS00316	X 9B. DATED (SEE ITEM 11) 07/18/2012
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

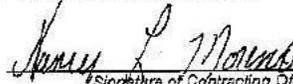
(4) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET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

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

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

This Amendment hereby provides responses that were inadvertently omitted in Amendment 004 to vendor clarification questions, as attached. Also, this amendment hereby makes a change to Section C, Table 7 of the RFP. This change was a result of the clarification questions and is indicated in the attached Question and Answer table. The shade method has been used to identify the text that has changed. The partnering/teaming list has also been updated to incorporate additional contact information for vendors who have expressed interest in partnering/teaming (Please refer to www.aqd.nbc.gov/business/openmarket.aspx)

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) Sheila A. Duplain, Contracts Negotiator Staff		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nancy L. Moreno	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 11/19/2012	15B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	15C. DATE SIGNED 10/19/12

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 006	3. EFFECTIVE DATE 10/11/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY Department of the Interior, National Business Center Acquisition Services Directorate, 381 Elden Street, Herndon, Virginia 20170	CODE 00004	7. ADMINISTERED BY (If other than Item 6) Same as block 6 Attn: Nancy Moreno, Nancy.L.Moreno@nbc.gov 703-964-3562		CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) To all prospective offerors		(4)	9A. AMENDMENT OF SOLICITATION NO. D12PS00316
		X	9B. DATED (SEE ITEM 11) 07/18/2012
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

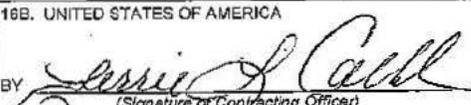
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 This amendment hereby extends the due date for submission of proposals to October 31, 2012, as stated in Section L.13, Deadline for Submission of Proposals. The shade method has been used to identify the lines of text/data that have changed. Also, this amendment hereby changes the requirement pertaining to the proposal delivery locations and required number of hard copies and CDs. Remove and replace page L-7.

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) Sheila A. Duplain, Contracts Negotiator Staff		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Terrie L. Callahan	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 11/19/2012	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/11/12

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 007	3. EFFECTIVE DATE 10/12/2012	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY Department of the Interior, National Business Center Acquisition Services Directorate, 381 Elden Street, Herndon, Virginia 20170		CODE 00004	7. ADMINISTERED BY (if other than Item 6) Same as block 6 Attn: Nancy Moreno, Nancy.L.Moreno@nbc.gov 703-964-3562	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) To all prospective offerors			(4)	9A. AMENDMENT OF SOLICITATION NO. D12PS00316
			X	9B. DATED (SEE ITEM 11) 07/18/2012
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

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

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

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

This amendment hereby extends the due date for submission of proposals to November 19, 2012, as stated in Section L.13, Deadline for Submission of Proposals. The shade method has been used to identify the lines of text/data that have changed. Remove and replace page L-7.

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) Sheila A. Duplain, Contracts Negotiator Staff		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Terrie L. Callahan	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 11/19/2012	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/12/12

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 11

2. AMENDMENT/MODIFICATION NO. 008	3. EFFECTIVE DATE 11/01/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Department of the Interior, National Business Center Acquisition Services Directorate, 381 Eiden Street, Herndon, Virginia 20170	CODE 00004	7. ADMINISTERED BY (if other than item 6) Same as block 6 Attn: Nancy Moreno, Nancy.L.Moreno@nbc.gov 703-964-3562	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) To all prospective offerors	(4)	9A. AMENDMENT OF SOLICITATION NO. D12PS00316
	X	9B. DATED (SEE ITEM 11) 07/18/2012
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

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 one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 This amendment hereby changes the period of performance, as stated in Section B.3, Pricing Schedules and Section F.2, Term of the Contract. The Amendment also hereby removes language, as identified in Section 1.1 of Attachment 45, Draft Ordering Guide. Section I has also been revised to remove inapplicable clauses. The shade method has been used to identify the lines of text/data that have changed. Remove and replace pages B-2, B-3, F-1, I-1, I-3, I-4, H-9, M-1, and page 1 of Attachment 45.

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) Sheila A. Duplain, Contracts Negotiator Staff	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nancy L. Moreno
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 11/19/2012
16B. UNITED STATES OF AMERICA BY <u>Nancy L. Moreno</u> (Signature of Contracting Officer)	16C. DATE SIGNED 11/1/12

1.0 INTRODUCTION

With the publication of its Information Technology (IT) Transformation Strategic Plan in June 2011, the Department of the Interior (DOI) made it clear that it is committed to making significant innovations in IT operations. Lockheed Martin (LM) understands the DOI's plans are aligned with the 25-point Implementation Plan to Reform Federal IT, the Federal Datacenter Consolidation Initiative, and cloud-first policies. We have a clear understanding that DOI has financial commitments to the Office of Management and Budget (OMB) and recognize the importance of measured and disciplined re-investment of savings into later stages of the transformation process. Considering the challenges involved in transformation, LM is excited to leverage our successful cloud solutions in support of DOI's mission and business objectives.

LM, as the #1 Federal IT provider for 18 continuous years, offers an affordable, low-risk, and user-friendly path for DOI to transition from traditional IT to cloud IT. As described in detail throughout Volume 2, Technical Proposal, our Solutions as a Service (SolaS™) service management model leverages LM's industry partnerships, advanced technologies, cyber security expertise and green IT practices to deliver a suite of on-demand, secure, scalable and compliant cloud solutions. It is our goal to help the Chief Information Officer (CIO) and Assistant Directors (ADIRs) shape the behaviors of the entire organization to achieve cost savings and efficiencies through the adoption of flexible, adaptable, secure and innovative cloud services.

Understanding the diversity of missions at DOI and the various bureau-level approaches to IT services, LM has developed a solution with key components of flexibility and adoptability. In regards to flexibility, the SolaS™ framework for cloud migration was developed and refined on such projects as the National Aeronautics and Space Administration Jet Propulsion Lab cloud migration. Our pricing models are structured around the core tenet of flexibility by offering on-demand, monthly and annual rates. The ability to grow and adapt are key elements of our flexible solution and are fueled by strategic technology partners, industry-leading service providers, and Research and Development investments. In regards to adoptability, the LM solution for DOI addresses one of the greatest hurdles with cloud computing – resistance to change. The Cloud Application Suitability Matrix (described in Volume 2) guides a user's selection of appropriate cloud options and ensures security and privacy requirements are implemented and maintained. The proposed system has integrated governance and will allow DOI to exercise decisions based on various criterion including: business rules, security compliance, affordability, etc.

Besides flexibility and adoptability, LM understands the critical importance of security and maintaining controlled access and integrity of data. LM protects some of the nation's most sensitive networks and brings a robust culture of security, actively demonstrating an intelligence-driven approach to cyber security. We are currently working directly with the Federal Risk and Authorization Management Program (FedRAMP) Office, and SolaS™ is now in the priority group for Joint Authorization Board (JAB) review.

Through IT modernization, energy efficiency initiatives, innovative technologies, and a culture of responding to customer needs, LM is committed to being DOI's partner in IT transformation. We apply technology to modernize systems, reduce total cost of ownership, improve performance and availability, advance cyber security, and improve interoperability.

<i>Benefits of the LM Approach</i>
<ul style="list-style-type: none">• Flexibility. Select-a-size cloud models integrated with associated pricing.• Adoptability. User-empowering cloud broker interface with self-guided selection and integrated deterministic logic.• Integrated Governance. Ability to exercise decisions based on DOI-tailored criterion• Security. A unified team approach, key standards and processes, and extensive security experience and capabilities.• Experience. Proven transformation of our customers' and our own networks.• Innovation. Leverage ongoing R&D and existing partnerships to future proof solutions for DOI

2.0 CORPORATE MANAGEMENT STRUCTURE

LM has been a DOI partner for more than a decade and appreciates the diversity of missions across the bureaus. Similar to DOI’s broad reach, LM is a \$46.5B global corporation operating in all 50 states and 75 countries at more than 1,000 facilities. The corporation is engaged in the research, design, development, manufacture, integration and sustainment of advanced technology and IT systems, products and services. Approximately 40,000 of about 120,000 employees are IT professionals.

LM assists a broad range of customers with consolidating enterprise networks, implementing cloud brokerage services, providing enterprise clouds, and standardizing IT platforms. At the Pentagon, LM converged dozens of legacy circuits into a single Multiprotocol Label Switching (MPLS) core, saving greater than \$25M annually. At the Defense Threat Reduction Agency, LM used an aggressive application of high density Central Processing Unit (CPU) resources, virtualization, and Operations and Maintenance (O&M) automation to achieve a projected savings of \$4.8M annually. Additionally, LM delivered one of the first secure, self-provisioned federal cloud implementations; and in 2009, LM implemented self service, on demand delivery of cloud services on a fixed unit price basis for the JPL. Across these and many other projects, we incorporated affordability and agility by using commercial and open source-based solutions and through pre-integrated and packaged solutions.

The bidding entity and prime contractor, Lockheed Martin Corporation, was organized August 28, 1994 with the merger of the Lockheed and Martin Marietta corporations. Our Tax Identification Number (TIN) is 52-1893632. Our Dun & Bradstreet (DUNS) number is 147286186. In our organizational structure, shown in **Figure 2.0-1**, the FCHS Program reports through the Information Systems & Global Solutions (IS&GS) Civil line of business. Civil is one of three

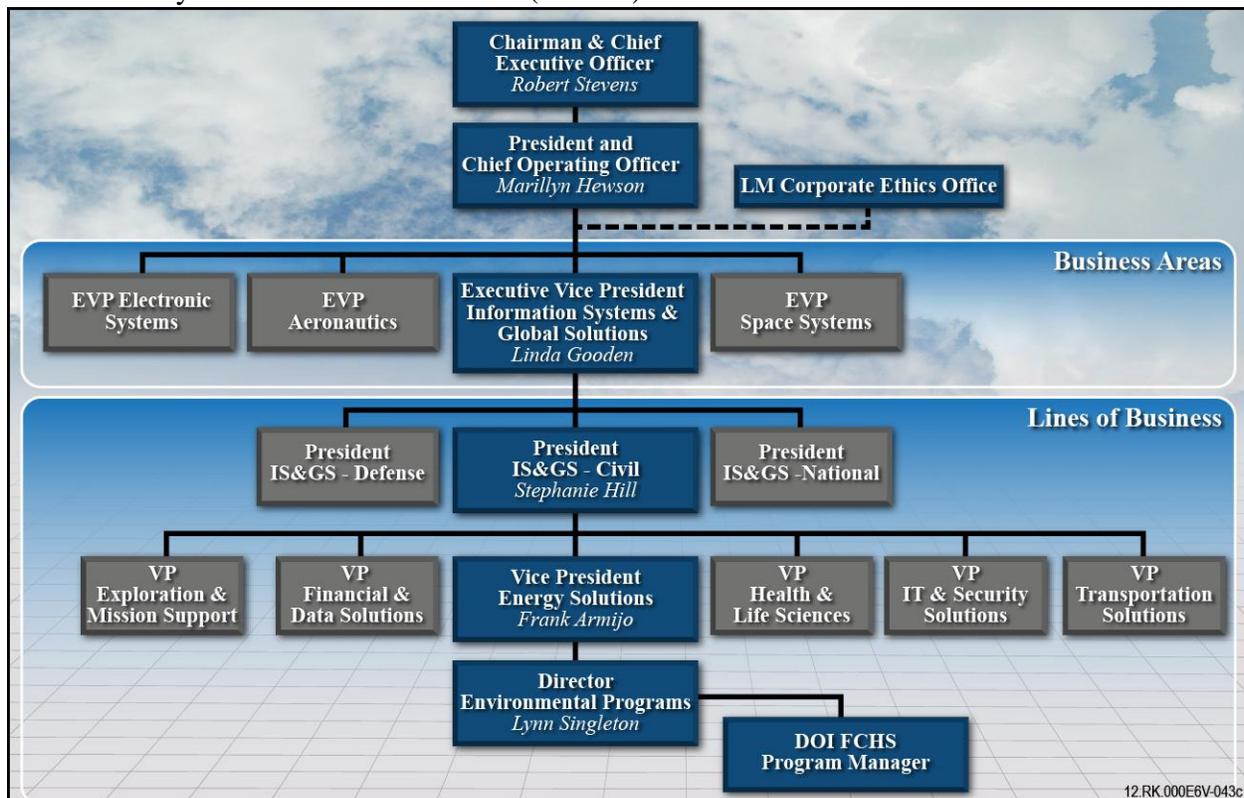


Figure 2.0-1: Lockheed Martin Corporation. We are Organized to provide tailored support and resources to DOI.

Companies in IS&GS, a \$9B IT-focused LM organization that operates over 2,200 Federal IT programs which reports to the LM Corporation. This structure maximizes synergies between programs with our Federal civil agency customers.

LM is a leading IT and services contractor with a strong heritage of delivering world-class solutions and advanced technology across a broad spectrum of domains. Delivering mission and business outcomes starts with the ability to unify the right capabilities. Whether it's managing IT systems, facilitating IT transformation, or providing access to technologies, process, and services to reduce cost, LM offers a broad range of capabilities to deliver solutions with speed and agility.

We put our capabilities to work for our customers:

- **Cloud Services:** LM implemented self service, on demand delivery of cloud services on a fixed unit price basis in 2009, one of the first secure federal cloud implementations
- **Total Cost of Ownership (TCO) Reduction:** Provided Department of Energy (DOE) Hanford a cloud services implementation delivering over \$1M annual cost reduction
- **IT Transformation:** LM provides the Pentagon's Network Infrastructure Services Agency with the computer network that connects 25,000 top policy and military leaders
- **Technology Innovation:** LM developed the recognition technologies and database search algorithms that enable the Federal Bureau of Investigation (FBI) to match a fingerprint against 420M prints in minutes. This was leveraged to solve the Washington, D.C., sniper case made famous in 2002.

2.1 PROGRAM ORGANIZATION STRUCTURE

The Foundation Cloud Hosting Services (FCHS) contract will be led by a Project Manager (PM) responsible for contract performance and service delivery. A Task Order (TO) manager will be assigned to each TO to align performance with the Office of the CIO (OCIO), bureau missions and service-level performance. The PM is supported by the Chief Technology Officer (CTO), Small Business Office, Contracts, Business Operations, and Quality support organizations. **Figure 2.1-1** depicts the management structure for the FCHS contract.

A recommended best practice for innovation and technical currency is to establish a Technical Advisory Council (TAC) within the governance process. The charter of the TAC is to review new technology, recommend specific technology implementation, and socialize the strategy across stakeholders. We recommend staffing the TAC with representatives from DOI and one or more service providers. LM frequently engages technology vendors to participate and provide

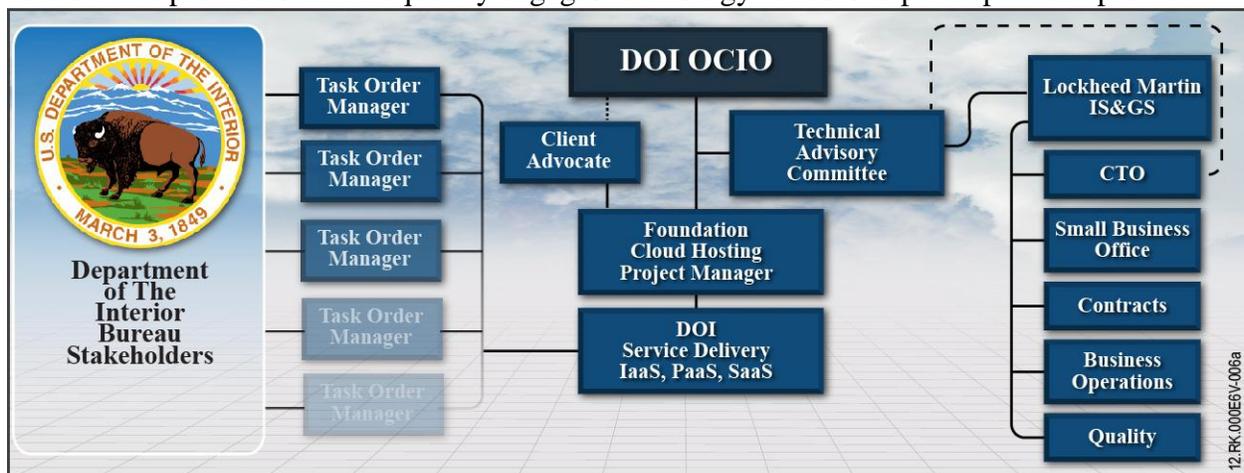


Figure 2.1-1. Management and Organizational Structure. *Our proposed structure aligns to the DOI's organization to maximize integration.*

access to emerging technologies. In addition, Mr. Haden Land, IS&GS CTO, will brief DOI OCIO representatives annually and provide details of our advanced IT technologies; R&D projects; and ways to enhance efficiency and reduce TCO.

Gaining an understanding and support across the organization is a challenge when implementing a new Indefinite Delivery, Indefinite Quantity (IDIQ) vehicle. To facilitate adoption and encourage widespread utilization, LM will partner with DOI to enhance customer engagement and outreach by assigning a client advocate. The primary role of the client advocate is to promote the vehicle as an effective and low cost alternative for obtaining cloud services. This role is a key part of the change management process and will reduce the risk of the vehicle being underutilized. LM provides this resource at no additional cost to the customer.

2.2 PROPOSED TEAM STRUCTURE

We assembled a team of partners with a broad range of capabilities to support six of the seven technical service areas and provide application, engineering, planning, migration, interface design, training, and telecom/network additional services. Our teaming strategy provides DOI flexibility to accommodate bureau missions and IT innovations over the 10-year Period of Performance (POP). We use an integrated team approach to manage execution under various task orders. Task order managers can be either a LM employee or a partner and report through the management and organizational structure shown in **Figure 2.1-1**. Our flexible subcontracting strategy and process is evaluated quarterly to add partners with mission support knowledge, domain expertise, and innovative technical capabilities. We carefully select our partners and follow a standard selection process to identify, screen, and prequalify Small Businesses (SBs) for specific TOs.

LM has an excellent record of meeting small business subcontracting goals, and a robust infrastructure to support ongoing success in this area. Our subcontracting plan supports DOI’s commitment to SBs as discussed in Section 8. LM is the solution integrator and prime contractor responsible for all services; **Figure 2.2-1** provides a list of team members.

Figure 2.2-1: Team Relationships and Benefits to DOI. *The proposed team leverages strong SB talent combined with LM’s solution integration experience.*

Company	Summary/Benefit
<i>Prime Contractor</i>	
Lockheed Martin	Solution Integrator, demonstrated experience integrating complex IT systems, reducing TCO, and increasing business value. Cloud brokerage service provides scalable and flexible access to public, private, community, and hybrid cloud services. LM provides a cloud brokerage service that provides enterprise command and control for all cloud services.
<i>Small Business</i>	

(b) (4)

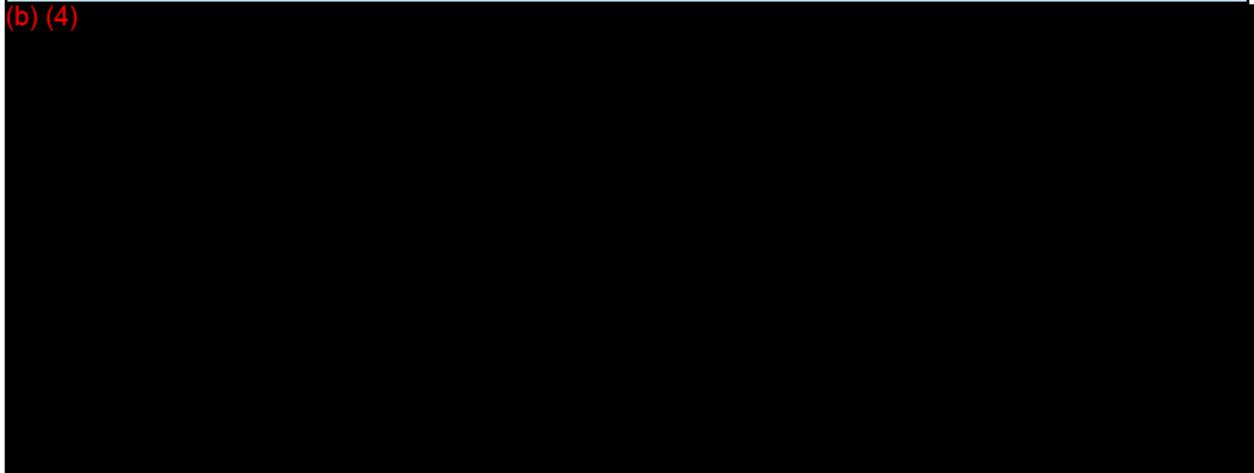


Figure 2.2-1: Team Relationships and Benefits to DOI. *The proposed team leverages strong SB talent combined with LM’s solution integration experience.*

Company	Summary/Benefit
(b) (4)	

As the largest federal IT provider, LM maintains relationships with all major IT technology providers. Through our corporate support agreements, we engage these partners to support our IT R&D activities in support of specific customer IT requirements, and as part of governance processes to bring awareness of evolving technologies. Since we are not bidding any Day 1 Task Orders, we are not proposing subcontractors to perform major or critical aspects of the requirement. **Figure 2.2-2** provides a list of technology and equipment vendors with existing LM corporate agreements. We will leverage our corporate agreements, including significant cost discounts, to support specific DOI TOs.

Figure 2.2-2: LM’s Technology and Equipment Vendors. *We will leverage our corporate partners as needed to support specific task orders.*

Company	Summary/Benefits
(b) (4)	

3.0 STATEMENT OF INTENT

LM will comply with the requirements as provided in the solicitation documents and all terms and conditions of the contract.

4.0 ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS



5.0 CONTRACTOR RESPONSIBILITY

The past performance detailed in Section 7.0 and Appendix C provides documentation of LM experience in (1) efficiently managing complex environments as stated in the FCHS requirements, and operational activities; (2) rapidly planning, integrating, and deploying cutting edge technologies; and (3) developing, implementing and enforcing best-in-class IT service delivery processes and performance metrics. Three past performance references are provided to document our experience.

As required by FAR 9.104-1:

- a) LM has adequate financial resources to perform the contract (see Section 5.1).
- b) LM complies with the delivery and performance schedule and takes into consideration all business commitments. We meet schedule requirements and demonstrate this in our past performance on work similar in scope and size.
- c) LM has an outstanding performance record as evidenced in our past performance.
- d) LM has a robust Ethics and Business Conduct program. We are committed to the highest standards of ethical conduct in every aspect of our business. It is our policy to conduct our business with honesty and integrity and in strict compliance with applicable laws, rules, and regulations. This policy applies to all LM employees, members of the Board of Directors, agents, consultants, contract labor, contractors, suppliers or others, when they are representing or acting for the Corporation. One-hundred percent of our employees participate in live annual Ethics Awareness Training.
- e) LM integrates accounting, billing, cost estimating, procurement, timekeeping, and contracts systems into our program operations, which are audited by the cognizant government entity. As a manufacturer and solutions integrator, LM has a robust environmental safety and health program that includes audits at all physical locations.
- f) LM meets or exceeds all technical equipment and facility requirements at more than 1,000 facilities.
- g) LM is qualified and eligible to receive an award under applicable laws and regulations.

5.1 FINANCIAL RESOURCES

A summary of our most recent CPA-certified audited financial statements including 2009, 2010, and 2011 is shown in **Figure 5.1-1**. No additional financing is expected to be required in performance of this contract.

The complete Lockheed Martin Corporation 2011 Annual Report can be found at:

<http://www.lockheedmartin.com/content/dam/lockheed/data/corporate/documents/2011-Annual-report.pdf>

Appendix A includes an independently audited LM income (e.g., profit and loss) statement, balance sheet, cash flow, and auditor’s notes from LM’s 2011 annual report.

Figure 5.1-1: Financial Highlights. *LM’s strong financial performance and stability ensure the DOI a low-risk solution provider.*

<i>(In Millions, Except Per Share Data)</i>	<i>2011</i>	<i>2010</i>	<i>2009</i>
Net Sales	\$46,499	\$45,671	\$43,867
Segment Operating Profit	5,281	5,028	5,056
Consolidated Operating Profit	3,980	4,049	4,367
Net Earnings From Continuing Operations	2,667	2,614	2,967
Net Earnings	2,655	2,878	2,973

Figure 5.1-1: Financial Highlights. *LM’s strong financial performance and stability ensure the DOI a low-risk solution provider.*

<i>(In Millions, Except Per Share Data)</i>	<i>2011</i>	<i>2010</i>	<i>2009</i>
Diluted Earnings Per Common Share			
Continuing Operations	7.85	7.10	7.63
Net Earnings	7.81	7.81	7.64
Cash Dividends Per Common Share	3.25	2.64	2.34
Average Diluted Common Shares Outstanding	340	368	389
Cash, Cash Equivalents and Short-Term Investments	\$3,585	\$2,777	\$2,737
Total Assets	37,908	35,113	35,167
Total Debt	6,460	5,019	5,052
Stockholders’ Equity	1,001	3,497	3,966
Common Shares Outstanding at Year-End	321	346	373
Net Cash Provided by Operating Activities	\$4,253	\$3,801	\$3,487

NOTE: For additional information regarding matters affecting the comparability of the information presented above. Management’s Discussion and Analysis of Financial Condition and Results of Operations, and Item 8. Financial Statements and Supplementary Data in our 2011 Annual Report on Form 10-K.

6.0 GOVERNMENT PRODUCT/SERVICE ACCESSIBILITY TEMPLATE (GPAT) OVERVIEW

Our solution is Section 508 compliant as reflected by Appendix B.

7.0 PAST PERFORMANCE OVERVIEW

LM is the largest provider of IT services to the federal government, as ranked by Washington Technology for the past 18 years. We achieved this position by our commitment to a trusted partnership with our customers and delivering sustained performance excellence and innovative solutions. We apply best-of-breed practices including the following:

- Information Technology Infrastructure Library (ITIL)
- International Organization for Standardization (ISO) 27001
- Project Management Institute (PMI) methodologies
- ISO 9001
- ISO 20000

The three LM past performance citations prove our capabilities to the DOI FCHS requirements:

1. NASA JPL Desktop and Institution Computing Environment (DICE)
2. National Cancer Institute Distribution Center (NCIDC)
3. DOE Hanford Information Resources (IR)/Content Management (CM)

These programs deliver excellent operational performance and provide a demonstrated assessment of past performance capabilities and results. As shown in **Figure 7.0-1**, the scopes of these programs align with the Statement of Work (SOW).

Figure 7.0-1: LM Past Performance Relevancy. *LM past performance is directly applicable to the requirements outlined by DOI for cloud hosting services.*

<i>Project</i>	<i>Contractor</i>	<i>Storage Services</i>	<i>Secure File Transfer Services</i>	<i>Virtual Machine Services</i>	<i>Database Hosting Services</i>	<i>Web Hosting Services</i>	<i>Dev. Test Environment Hosting Services</i>	<i>SAP Application Hosting Services</i>
(b) (4)								

These programs deliver operational capabilities directly relevant to DOI FCHS and provide a true assessment of current program performance with tangible results. These references also validate our likelihood of success with minimal performance risk.

LM assembled a team of subcontractors with exceptional DOI, cloud, and IT services experience. Three references for each subcontractor are included in Appendix C to demonstrate this experience. The relevance to the solicitation SOW is summarized for each company in **Figure 7.0-2**.

Figure 7.0-2: Subcontractor Past Performance Relevancy. *The proposed team has strong experience across the technical service lines.*

Contractor	Storage Services	Secure File Transfer Services	Virtual Machine Services	Database Hosting Services	Web Hosting Services	Dev. Test Environment Hosting Services	SAP Application Hosting Services
(b) (4)							

8.0 SUBCONTRACTING PLAN OVERVIEW

LM recognizes and shares DOI’s commitment to the SB community. We will leverage our award-winning Supplier Diversity program so that SBs participate on our FCHS team to the maximum extent practicable and with participation rates that meet or exceed the DOI’s goals. Our subcontracting strategy provides a comprehensive roadmap to achieving FCHS SB goals throughout the life of the FCHS contract, and we have begun executing that strategy to establish a strong foundation for performance beginning on Day 1 of the first FCHS TO.

A cornerstone of our subcontracting strategy is a program-specific SB Subcontracting Plan as discussed in Section 8.1. Our strategy is supported by commitments from our proposed SB subcontractors, as reflected in Section 8.2; participation by qualified SBs as discussed in Section 8.3; an approach that is highly responsive to the goals and objectives of the FCHS program, as reflected by the specific efforts discussed in Section 8.4; and years of successful SB subcontracting performance that have yielded multiple awards and other honors, as discussed in Section 8.5.

8.1 SUBCONTRACTING PLAN

Our FCHS SB Subcontracting Plan was developed in accordance with the requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 52.219.9 and 19.7, and is included in Appendix D. Our plan establishes SB participation goals in accordance with the FCHS Request for Proposal (RFP) (Attachment J.15), and in alignment with (meeting or exceeding) the “FY 2012 Department and Bureau Small Business Goals” published by the DOI’s Office of Small and Disadvantaged Business Utilization (OSDBU).

8.2 SUBCONTRACTOR COMMITMENT

Our proposed subcontractors are fully committed to supporting LM on TOs awarded by the DOI under the FCHS contract. As evidence of that commitment, all of our proposed subcontractors have provided Letters of Commitment as shown in **Figure 8.2-1**. Full copies of those letters are also included as an attachment to the SB Subcontracting Plan in Appendix D.

8.3 LM COMPREHENSIVE SMALL BUSINESS SUBCONTRACTING GOALS

As documented in our SB Subcontracting Plan, we are adopting the goal of 51% for SB participation on DOI FCHS. For the FCHS program, SBs will participate in every FCHS Task Order awarded to LM by the DOI, with specific SBs selected for each Task Order based on their capabilities, experience, and cost competitiveness for the specific skills needed on the Task Order, as outlined in **Figure 8.3-1**.

Figure 8.3-1: Planned Work for SBs. *SBs are assigned meaningful work with moderate to high complexity, based on the SBs' capabilities and Task Order specific requirements.*

Company	Cage Code	Potential Scope
(b) (4)		

(b) (4)

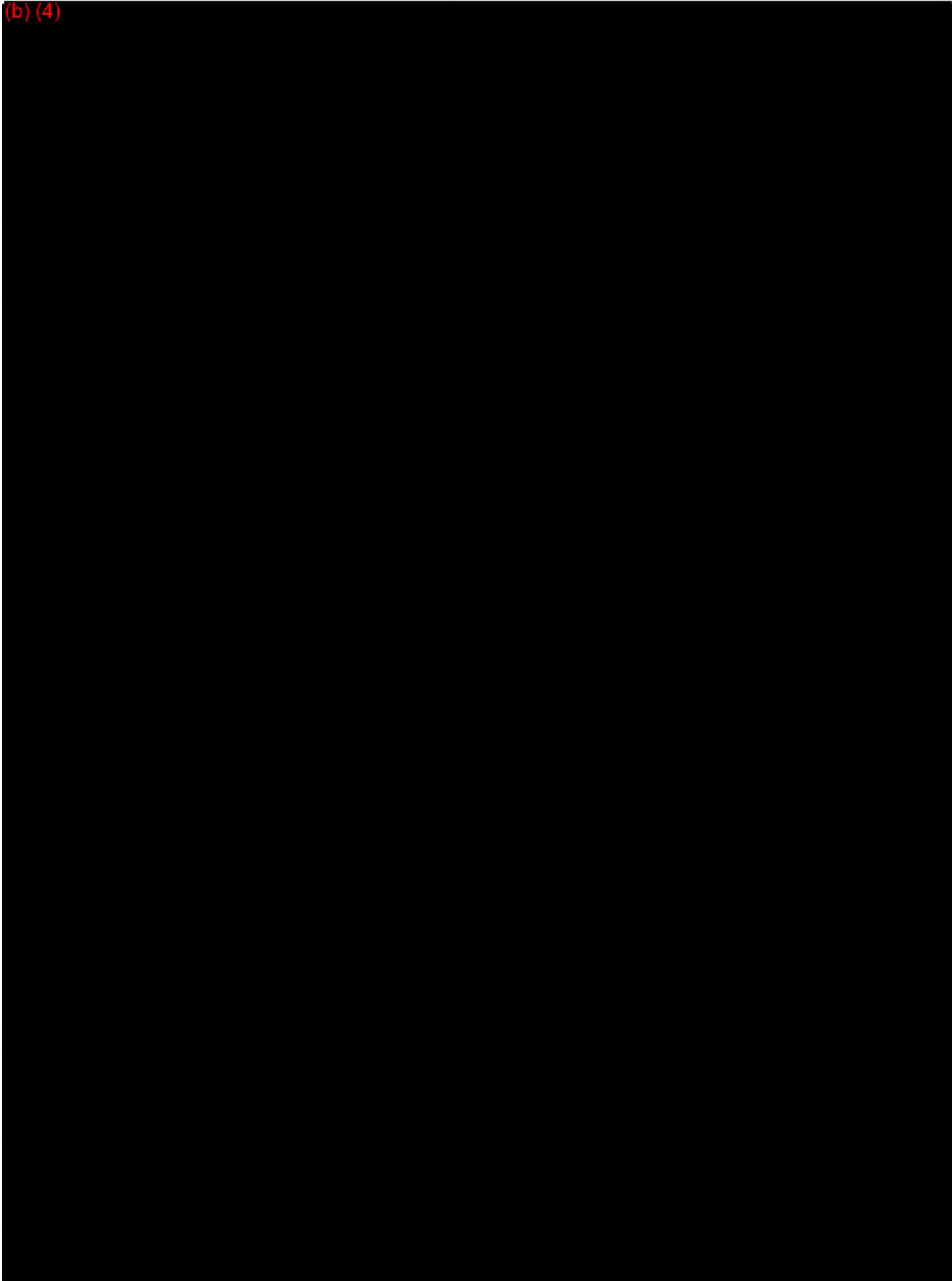


Figure 8.2-1: Subcontracting Letters of Commitment

Our ability to achieve our SB subcontracting goal is dependant, in part, on our subcontractors' ability and desire to perform under FCHS TOs. Consequently, we have screened and selected SBs for our FCHS team based on FCHS-specific requirements, and our subcontracting approach includes methods for establishing and maintaining productive relationships with all of our subcontractors. In addition, we have established a pool of prequalified subcontractors for FCHS including representation for all of the socioeconomic SB categories, and enough companies to provide adequate bench strength to support growth and to further mitigate the risk of subcontractor attrition.

8.4 SUBCONTRACTING STRATEGY

LM's commitment to supporting SB is grounded in the principles set forth in our corporate policy, which requires us to conduct a socioeconomic subcontracting program that provides maximum practicable opportunities for SB concerns to contribute in meaningful ways to our programs. Our approach for maximizing SB participation is based on the principle that participation by a greater number of SBs is better than awarding larger dollar subcontracts to fewer SBs. We have selected multiple companies of each socioeconomic type whenever possible. This approach supports both the spirit and the specific requirements of the SB program. It also provides a larger pool of skills for addressing surge and new requirements. In addition, we do not restrict our SB team members from supporting other prime contractors, which also fosters SB growth.

In our FCHS Subcontracting Plan, we adopted DOI's subcontracting goals of 51% for SB; 5% for SDB; 5% for WOSB; 3% for HUBZone-certified SB; and 3% for SDVOSB; and we established a 3% goal for VOSB. In order to achieve these goals, (b) (4)

Our strategy allows for the on-boarding of new partners as needs arise throughout the 10-year-contract. For each TO, we will assess incumbent and other new SBs and invite those who qualify to join our team. Increasing the SB pool provides the flexibility to accommodate program changes and make staffing assignments on the basis of a best athlete approach. In this way, we address our customer's requirements and provide SB with opportunities to participate in meaningful work, growth and staff development.

Best Practice for Small Business Selection. LM uses a best practice selection process to identify, screen, and prequalify SBs for each specific program or TO. A high-level view of this process is provided in **Figure 8.4-1**.

We selected team members for FCHS using criteria focused on mission success and minimizing risk and cost while maximizing achievement of subcontracting goals. Selection criteria in-

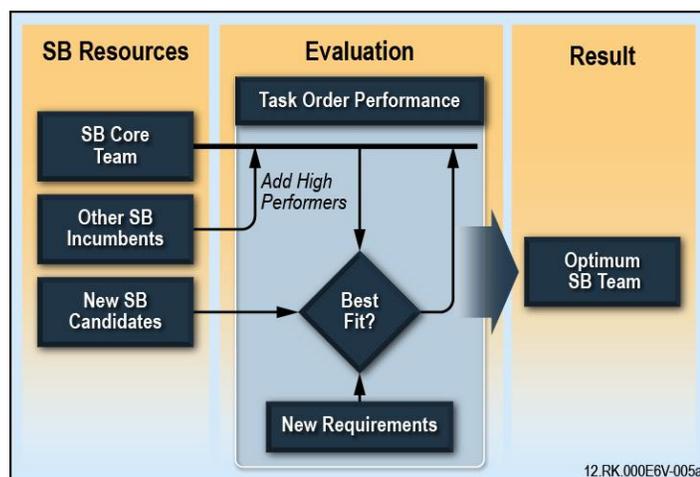


Figure 8.4-1. SB Selection. Our SB selection process is based on best practices and ensures SB goals are met with minimal performance risk throughout the contract period of performance.

cludes (b) (4) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]. Although this provides adequate representation to meet the program’s SB requirements, we still have flexibility to add high-performing incumbents and niche skills for evolving requirements.

Meaningful Work. Each major new business opportunity, such as DOI FCHS, offers a chance to grow our current SB relationships in new areas and introduce new firms to LM. Our goal over the life of the contract is to expose our SB team members to many technical and complex work environments and facilitate growth. Their initial assignments will be based on their core competencies, relevant experience, and where they provide the most value to the FCHS program. As lead positions become available during contract performance, our SB team members will be given the opportunity to apply for those vacancies. This policy enables our SB partners to grow into lead positions through demonstrated excellent individual performance, without introducing program performance risk.

For our SB team members, this innovative approach to filling vacancies provides a significant motivation factor and provides an opportunity to expand into new technical areas consistent with their corporate goals. Additionally, it supports our program’s retention goals by providing opportunities for individual growth and upward mobility to positions of increased responsibility.

Small Business Council. Consistent with successful practices on other programs, LM will form a Small Business Council for our SB partners when we have successfully received task order awards on the FCHS contract. We will invite DOI’s OSDBU to co-chair the council. The focus of the council will be issues that relate to our SB partners, such as how to keep pace with emerging technologies.

Outreach. LM’s commitment to SB participation includes a comprehensive outreach program. Our outreach initiatives focus on firms with excellent performance ratings. Qualified SB concerns are identified and viable candidates are networked across the corporation for immediate application or kept on file in our subcontract database to meet future business needs. At the program level, our customers are a valued source for identifying SBs with special capabilities and demonstrated excellent performance.

LM participates in key SB events including Small Business Week; Minority Entrepreneurial Development Week; annual and chapter meetings of the National Minority Supplier Development Council; quarterly Triad meetings; trade fairs; government-sponsored industry days; and a variety of internal LM activities. We attend more than 200 SB conferences and recruiting fairs each year. The recruiting fairs provide access to 750 to 2,500 SB concerns. Through these efforts, LM identifies viable candidates for future business needs across the corporation. In addition, we work closely with our customer’s SB offices, such DOI’s OSDBU, and leverage their valuable insights into the SB communities in which they serve.

Tracking Small Business Participation. SB performance on the FCHS program will be reviewed and evaluated regularly by the project management team. Because we understand the importance of the SB program, we assigned accountability for meeting the FCHS SB goals to the Program Manager (PM). The PM will be a SB advocate and will review monthly financial reports, Service Level Agreements (SLAs), and other metrics associated with each SB, as well as

customer feedback, to ensure that the SB participation plan is implemented correctly and accomplishes all associated SB objectives. When a potential problem is identified, alternatives will be evaluated, and a mitigation plan will be developed and tracked to closure in accordance with our risk management process.

8.5 SUBCONTRACTING RESULTS

An industry leader in SB subcontracting, LM has an exemplary record of meeting established contract SB subcontracting goals while effectively and efficiently providing required services to our customers. Each year, DCMA reviews our SB program to comply with applicable laws and regulations. Over the past five years, LM received increasingly positive feedback from DCMA on our SB program with DCMA ratings of Acceptable for 2007 and 2008, Highly Successful for 2009, and Outstanding for 2010 and 2011.

Our commitment to SBs and associated achievements are reflected by the numerous awards and other recognition received by LM and our SB partners. Over the past decade, our Supplier Diversity program has received more than 67 awards and honors from government and industry, including 8 Nunn Perry awards between 2007 and 2011, and recognition by the Veterans Administration for being one of the Best 10 Corporations for Veteran-Owned Businesses for 2010, 2011, and 2012.

9.0 EXPERIENCE, SERVICE MODELS AND CERTIFICATIONS

For each TO request, the LM proposal response team reviews compliance with requirements for licenses, professional certifications, or permits. Proposal response teams include program management, service delivery, contracts, procurement, and finance representation. Each member is responsible to meet requirements related to their functional area.

Existing capabilities include Capability Maturity Model Integration® (CMMI®) SEI Levels 3 and 5; ISO 9001:2000; ISO 9001:2008, ISO 20000; and ISO 27001. Our employees hold PMI, Program Management Professional Enterprise Architecture, ITIL, Systems Engineering (SE), Certified Information Systems Security Professional (CISSP), supply chain, and vendor certifications.

In cases where we do not meet a unique requirement, we leverage our partners. If the requirement is unavailable on the LM team, we will provide training for our employees. As a recent example, an Environmental Protection Agency (EPA) client solicited a task requiring a unique Building Industry Consulting Service International (BICSI) IT cabling certification. We provided certification training to two LM employees prior to the award of the task. In the complex and multi-faceted environment at DOI, we will leverage this type of flexibility to respond to requirements.

See Sections 11.2 and 11.3 for our organizational and individual certification best practices.

10.0 KEY LESSONS LEARNED OVERVIEW

IT solutions consist of people, processes and technology. When it comes to building a solution, the first two components are often trumped by the idea that a single piece of technology is the solution. We have implemented a variety of IT solutions for our customers, and learned from and emphasized the criticality of balancing all three. See Appendix E for key lessons learned during prior implementations.

11.0 BEST PRACTICES

The benefits of implementing a cloud-based IT infrastructure are clear and compelling in many situations. Following best practices, proven through experience, will be critical for the success of DOI's strategic objectives. Best Practices discussed in the following paragraphs include

Security, Cloud Broker, Integration of Cloud Services, Energy Efficiency and Green IT, followed by a discussion on Operational Best Practices.

Security

While the benefits and efficiencies of cloud are well documented, important aspects around security need to be considered. In low-cost, high-volume cloud offerings, security protection may not be robust. Distributed computing environments pose unique security challenges that cloud computing security solutions must address to establish a security perimeter around multiple systems and environments. With the security perimeter defined, everything inside is considered to be one system and everything outside is a potential threat. Within the security perimeter, a common set of rules, regulations and policies govern how these systems perform their functions while maintaining a consistent level of security and risk mitigation.

Since robust security practices include constantly adapting to new threats and evolving environments, LM is committed to participating and often leading industry initiatives and certifications. As an example, LM is currently working with the FedRAMP Program Management Office (PMO). SolaS™ is now in the priority group for Joint Authorization Board Review (JAR) and we anticipate it will be among the first groups of cloud service providers to achieve FedRAMP certification.

Cloud Broker

In 2007, NASA/JPL selected LM to provide support services under the Desktop and Institutional Computing Environment (DICE) contract, valued at \$110M for the first 3 years, totaling an estimated \$227M over 10 years. Since its development on this contract, LM's private cloud service has been used by JPL for near real-time resource provisioning through our service catalog. LM's implementation of JPL's private cloud was one of the first cloud offerings ever deployed in the federal government. This private cloud service was extended into a hybrid cloud to enable clients to provision selective public cloud resources to temporarily scale up computing capacity or off load certain archival or low demand storage requirements to commodity cloud vendors. The first public cloud service integrated was the Amazon Elastic Computing Cloud (EC2). One of the key elements of user adoption of EC2 services was working through a Cloud Application Suitability Matrix that guides their selection of appropriate cloud options and ensures that security and privacy requirements are implemented and maintained.

LM is responsible for patch management on hundreds of service management contracts, including environments that leverage the benefits of cloud computing and virtualization. Change and configuration management are key to the successful implementation of patch management with no disruption to service, with appropriate leadership accountability and repeatable ITIL service transition techniques. We use a single-pane-of-glass approach for administrative insight, enabling real-time status updates. LM administers automated patch management to adhere to service level agreements, and augments the process with random system audits performed by independent Quality Assurance (QA) personnel.

Integration of Cloud Services

For more than a decade, LM has provided consolidation, virtualization and cloud solutions to enhance customer environments while reducing total cost of ownership. We discovered self-service provisioning of cloud services is the start of the cloud journey. As depicted in **Figure 11.0-1**, many challenges with cloud adoption exist, some more apparent than others.

The first key change in the IT market is the evolution from an asset to a service. The major challenge in cloud computing is the cost-effective management of this complex environment with its myriad interactions and processes that include open systems interoperability. Since vir-

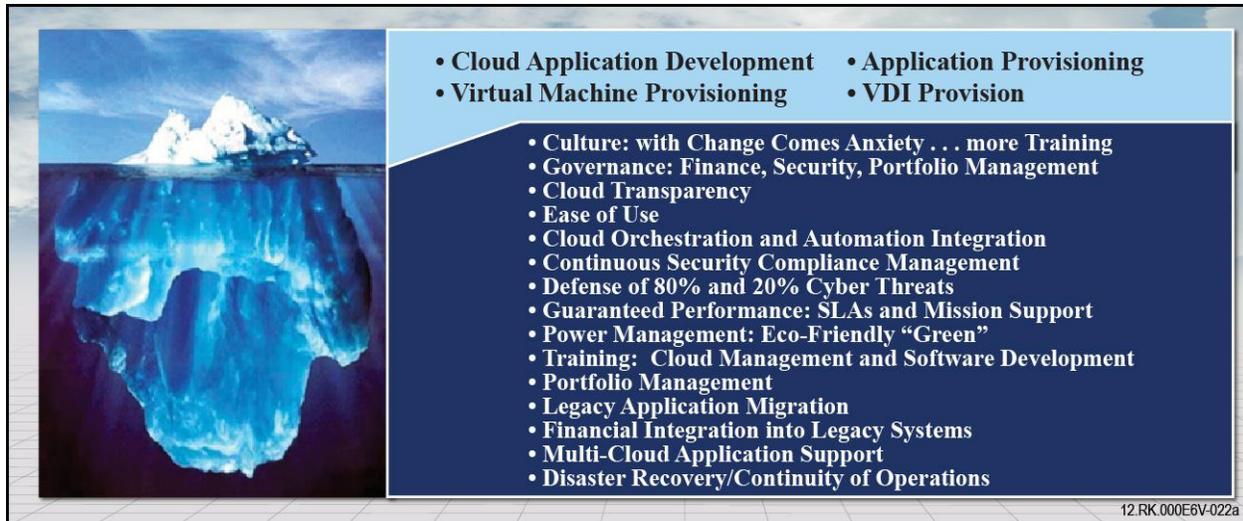


Figure 11.0-1: Challenges with Cloud. *There many more hidden risks than those that are apparent in implementing cloud services.*

virtualization vendors have invested millions of dollars in R&D in developing robust management tools for their environments, it seems prudent to leverage that investment. LM’s approach to virtualization management is to use each point solution’s native management tools and integrate them via a web services based orchestration using LM developed best practices instantiated via a standards-based Service Oriented Architecture (SOA) Enterprise Service Bus (ESB). This permits a significant level of flexibility by introducing a modular approach to management. For example, if a certain vendor’s tool is providing significant value over another vendor’s offering, we can plug in that vendor’s tool to replace the other less valuable offering, thus providing an increased level of service and customer satisfaction without having to reengineer the entire cloud solution. LM offers a standard package of network services to support virtual environment creation. These services include Lightweight Directory Access Protocol (LDAP) server, Domain Name Server (DNS), email, file and print services, database, portal and environment configuration management. By offering these services as a package, cloud networking, security policies and interoperability are maintained. With certain restrictions users may customize the network services package.

Energy Efficiency and Green IT

Similar to DOI, LM values natural resources and recognizes we have a responsibility to protect them. In fact, as a company in the business of national security, we also have a mission imperative: without those natural resources, our nation’s security is at risk. We invest in renewable energy technologies and LM is the only large IT services company who is also an Energy Savings Performance Contractor for the Federal Government. Additionally, in 2011, LM’s energy efficiency programs saved utility customers 980M kilowatt hours and 6.5M therms of natural gas; enough energy for nearly 90,000 homes. This reduced nearly 600,000 mega tons of CO₂. In 2011, LM’s energy efficiency programs delivered \$66M in energy savings incentives to utility customers. LM is developing and implementing extensive energy retrofits for the United States Air Force (USAF), the DOE, and the Department of State (DOS). This blend of capabilities and expertise makes LM an excellent resource for budget-neutral, sustainable data center consolidation and modernization.

At the Department of Energy Hanford Operations LM uses Green IT technologies to transform their carbon footprint through data center consolidation and the effective use of community cloud. We leveraged advanced computer modeling for optimized green operation, server virtualization, transition to Voice over Internet Protocol (VoIP), unified communication and increased use of Virtual Desktop Interface (VDI) and thin client technologies.

11.1 OPERATIONAL BEST PRACTICES

For over a decade, LM has used and refined Operating Excellence (OE) as the model and process to adopt and institutionalize best practices. LM's OE initiative integrates the best features of both Lean and Six Sigma process improvement tools in order to eliminate waste by streamlining processes and providing a systematic approach for achieving mission success through process control and near zero-defect performance.

Lean is an initiative that focuses on reducing waste and ensuring that minimum number of steps exists in any given process. Lean is a process and philosophy, not a single-point event. Although dramatic improvements can be expected in the first event, continuous commitment is essential to implement the identified improvements and continue the process of analyzing processes for waste.

Six Sigma defines a system for achieving success via process control and a focus on data and analysis-based decision-making; mistake-proofed processes, throughput maximization; and near zero-defect performance.

LMOE is a model for continuous learning in an organization. Being iterative and closed-loop in nature, this management system links leadership with strategy, and strategy with tangible results. At a tactical level, the system baselines current business reality compares it with customer expectation or value streams, identifies deficiencies or gaps between expectations and current performance, bridges the gaps by implementing change with effective actions, validates the effectiveness of the change, and repeats the system baselines. This management system is robust and flexible, enabling it to respond to ever-changing business climates. The system utilizes system engineering coupled with Kaizen Management, in which leadership communicates customer value and provides direction and guidance to its fully engaged workforce.

Successful implementation of OE requires:

- Leadership training and engagement. Leaders become aware of the methodology's power, can speak the language, know what questions to ask, and can support their staff in moving forward.
- Strategic planning and execution. This process encompasses determining where to deploy, establishing the priorities to be addressed, and providing the plan for events and activities to be performed.
- Tactical deployment and execution. Events are executed to achieve change, resulting in greater efficiencies and lower costs.

Operating Excellence Process Flow in the Customer Environment

LM uses OE tools and techniques across the corporation to document, streamline, and improve processes and procedures. We review technical performance, potential changes, and Corrective Actions and Preventive Actions (CAPAs) to identify problems or opportunities to improve efficiencies. Problems are also identified while performing daily operations.

The five LM Operating Excellence Principles are:

1. **VALUE:** Value is created by producers, but defined by customers. We interpret value in

terms of specific products and capabilities offered at specific prices to specific customers.

2. **VALUE STREAM:** The Value Stream consists of all activities used to make a product or provide a service. Understanding value stream means making a determination about which activities add value. This requires one to examine every aspect of the product or service experience—from the customer interface, back through how we build the product, back through the supply chain, back through accounting and billing, and back through everything around this enterprise to create a product. When operating efficiently, an organization focuses on how long it takes to do three things:
 - a. Customer contact to order
 - b. Order to Engineering Release
 - c. Engineering Drawing Release to Delivery
3. **FLOW:** This is a system for doing work where the value is continuously added.
4. **PULL:** Pull is work performed for the needs of the next step and the user of the process. In simplest terms, pull means that no one upstream should produce a product or provide a service until the customer downstream requests it.
5. **PERFECTION:** This is the continuous refinement of processes through rapid feedback and applying lessons learned. As the value stream flows more smoothly, it continues to expose waste that can then be eliminated to make things run even better. A continuous refinement of the flow is possible through constant dialogue with customers and suppliers.

Operating Excellence and Recognition

Our OE approach to program and cost management resulted in LM receiving the first CMMI Level 5 certification in the world, along with more than 30 ISO 9001 recognitions.

11.2 ORGANIZATIONAL CERTIFICATIONS

The LM Team's quality certifications are evidence of our commitment to quality and continuous improvement and provide our customers with confidence in our ability to consistently deliver high-value products and services in a timely, repeatable, and risk-averse manner. As shown in **Figure 11.2-1**, we understand the significant benefits that result from rigorous certification/qualification training and continuous process improvement. LM maintains strict adherence to the required technical certifications and standards such as CMMI Levels 3 – 5 and ISO 9001:2000. The use of these quality management processes is institutionalized and critical to our continued success.

LM is a leader in implementing effective processes based on the Software Engineering Institute (SEI) CMM and CMMI. In fact, **LM was the world’s first SEI Level 5 corporation** for CMMI. These processes afford disciplined task execution, yielding consistently high quality re-

Figure 11.2-1: Organizational Certifications. *Quality credentials support our commitment to implementing quality processes and achieving high performance.*

Certification	Benefit to DOI
ISO 9001:2008 Certificate of Registration	<ul style="list-style-type: none"> • Provides a certified quality management system that promotes, facilitates and enables consistency and improvements in our processes. It provides a uniform and predictable output every time our set of procedures is executed. The result: a system that reduces cycle time and improves operational efficiency. • Enhanced ability to examine how employees work and interact between functions while enhancing communication among employees and improved customer satisfaction; fewer customer audits and surveys.
ISO 20000	<ul style="list-style-type: none"> • Provides customers with the best IT practices in the world supporting their missions.
ISO 27001	<ul style="list-style-type: none"> • Framework to design, implement, manage, maintain, and enforce information security management. • Protects confidentiality, integrity, and availability of information.
CMMI SEI Level 3	Reduced costs by accelerated schedules, greater productivity, higher quality, and increased customer satisfaction.
CMMI SEI Level 5	Achieve better project performance and produce higher quality products.

sults, leveraging subject matter expertise and lessons learned. For most LM programs, we implement a Quality Control Plan (QCP) in compliance with Corporate Policy Statement (CPS) 070 – Program Management, documenting the application of quality control procedures for the delivery of quality services. Our QCP defines the policies, processes, and procedures to be used, including service development, acceptance criteria, deliverable documentation reviews, and the evaluations and audits performed to comply with defined program and contract requirements. This plan focuses on preventing, identifying, and reporting problems; capturing performance metrics and measuring performance; and applying LM’s OE initiative based on Lean/Six Sigma and ISO 9001:2008.

We have also received ISO/IEC 20000 certification for our Information Technology Agency (ITA) program based in the Pentagon. LM’s ITA program provides network operations maintenance, management, and security support for all security levels of data networks within the Pentagon and the National Capital Region. The program provides round-the-clock support through the Network Operations Security Center (NOSC).

Before achieving ISO/IEC 20000, the program had been ISO 9001-certified since October 9, 2003. The ISO auditors reviewed more than 70 LM standard operating procedures, providing the customer with the satisfaction and advantage of a third party verification that LM uses the best IT practices in the world to support their mission. This certification is fully ITIL compliant. As the most widely accepted approach to IT Service management in the world, ITIL provides a cohesive set of best practices, drawn from the public and private sectors internationally, and supported by a comprehensive qualification scheme, accredited training organizations, and implementation and assessment tools. The ITA-LM program spent 6 months of rigorous procedure and documentation auditing and onsite compliance verification. This achievement is a testament that our employees are committed to ensuring only the best practices and solutions are provided to our customers.

11.3 INDIVIDUAL CERTIFICATIONS

We have a strong certification and training program for software professionals and maintenance personnel, with active certifications for ITIL, Service Capability & Performance standards, and vendors’ software products (Microsoft, Symantec, Apple, HP, IBM, Oracle, Java, Sun, and others). ITIL training and implementation at the program level is a high priority. Further details on individual certifications are provided in **Figure 11.3-1**.

Figure 11.3-1: Individual Certifications. *LM has a talented and professional workforce.*

<i>LM Individual Certifications</i>	<i>Benefit to DOI</i>
PMI and PMP	LM has hundreds of PMI and PMP certified professionals providing customers with experienced program managers with insight into critically important aspects of program management, business management, and financial management.
Certified Information Systems Security Professional (CISSP)	LM has more than 150 employees with the CISSP certification, who provide our customers with improved information assurance, information security, and secure architecture.
Information Technology (IT) Infrastructure Library (ITIL) Certification	LM has 686 ITIL certified employees. Seventeen employees are certified at the Expert ITIL Certification level.
Certifications - Systems Engineering (SE) Certification	<ul style="list-style-type: none"> LM has 30 of the 113 Expert Systems Engineering Professional (ESEP) level of SE Certifications in the industry and world. This is the top level of SE certification. LM has 39 of the 941 Certified Systems Engineering Professional (CSEP) in the industry and world. This is the mid-tier level of SE certification.
Vendor Certifications	Certification of key HP Certified IT Professional; IBM Certified Enterprise Developer; Microsoft Certified Database Administrator and Certified System Administrator; Oracle Certified Professional Java Developer; Sun Certified Java Programmer; VMware Certified Professionals; Cisco Certified Network Professionals.
Supply Chain Certifications	Supply-Chain Management; APICS Certified Production and Inventory Management (CPIM); APICS: Certified Supply-Chain Professional (CSCP).

12.0 OTHER TOPICS PERTINENT TO DEMONSTRATE KNOWLEDGE, COMPETENCE, AND CAPABILITY TO PERFORM THIS CONTRACT

When managing IT service delivery, we identify and mitigate performance risks through implementation of a QA plan, consistent contract and task management processes, and staffing tasks with qualified technical resources. To establish a strong program foundation, we implement Program Management Plans (PMPs) to manage the IDIQ vehicle and each TO; implement a Total Task Performance Responsibility (TTPR) model to manage the complete life cycle of each task order; use our nationwide presence to attract and retain highly skilled resources; and execute a disciplined risk management program prior to contract award.

12.1 MANAGING THE FOUNDATION CLOUD HOSTING IDIQ VEHICLE

To effectively manage contracts, task orders, and projects, LM integrates management plans, standard but tailored processes, and existing management tools. For DOI, we will use:

- Program Management Plan (PMP): A roadmap used throughout the program life cycle
- Total Task Performance Responsibility: A process and framework for managing tasks and projects

Using these standard yet customized tools and processes, LM can build and manage interdisciplinary project teams; ensure effective communication; define the authority of program and task managers; provide the process to estimate, plan, and monitor multiple projects and tasks; and track and communicate performance.

The FCHS PM is responsible for the PMP, which includes plans for managing the FCHS contract. The PM updates the PMP annually or as needed to include additional TOs. The PMP defines management and corporate structures, communication plans, delegations of authority, and approaches for establishing partnership and shared commitment with DOI. It also includes:



12.2 MANAGING TASK ORDERS

To effectively manage TOs through the complete life cycle, including proposal, performance, and closeout, LM uses the TTPR management framework as our management approach (**Figure 12.2-1**). TTPR incorporates lessons learned with standard project management processes and tools to manage the life cycle of all task orders. This framework is our end-to-end approach to project planning, management, and execution that maintains an enterprise perspective. TTPR embodies best practices, procedures, and tools necessary for TO execution and mission success based on more than 20 years of TO management experience and lessons learned. We will use this standardized process so that each TO is managed to deliver results with a focus on continuous improvement.

(b) (4)

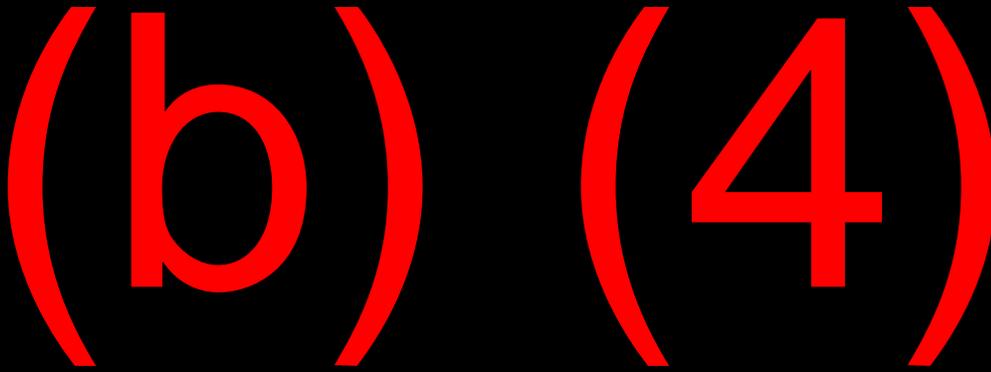
Figure 12.2-1: Total Task Performance Responsibility. *LM uses a TTPR frameworks as our management approach.*

Tailored for service delivery to DOI, TTPR ties **performance accountability to measurable qualitative and quantitative criteria** that address the management and technical aspects of the program. We begin our management of a TO in partnership with DOI to plan and organize each TO. We confirm our leadership is mapped to DOI and LM task teams; confirm roles and responsibilities; finalize the communication plan and rhythm; and finalize expectations and performance measures. We manage each awarded TO using this methodology directly integrates each TO with our PMP.

In collaboration with DOI, LM develops performance metrics that are a critical element in TTPR by tracking and establishing accountability for cost, schedule, and technical and operational performance. The metrics facilitate our ability to meet customer objectives by focusing on critical management, technical, staffing, cost, schedule, and service delivery requirements that demonstrate our performance and effectiveness.

TTPR results in a TO Plan for each task. Upon award of each TO, we implement the TTPR life cycle approach to achieve DOI objectives.

(b) (4)



12.3 ATTRACTING AND RETAINING TECHNICAL TALENT

Through performance on thousands of IT services contracts, we have found that operational risk is mitigated through attracting and retaining highly skilled technical talent.

LM maintains a presence in every labor market through direct recruiting at colleges and universities, marketing via traditional media and a web-based staffing management system, outreach events with professional associations, and networking activities with industry alumni. We advertise in major media and markets, generating continual interest from job seekers worldwide, and we use state-of-the-art recruitment tools including our CMMI Level 3-assessed, web-based LMPeople system to process approximately 20,000 resumes every week.

LMCareers, a subset of LMPeople is a web-based staffing management tool and resume database. It integrates position management functions with an automated recruitment, referral, and tracking system. Automating much of the recruiting and staffing process creates an efficient mechanism for soliciting applications, screening candidates to meet security and qualification requirements, processing hires, maintaining data, and reporting trends to adjust staffing resources.

LMPeople is a central system connecting the regional recruiting centers, enabling staffing personnel to electronically transfer candidate information to automate the hiring and add-to-payroll activities upon employee start date. The system consists of a centralized database so that local managers and HR staff can access it from anywhere in the country to initiate position requisitions, share candidate information, review applications and resumes, and initiate employment offers.

LM's online recruiting system makes data sharing and entry possible through a series of tailored portals, each catering to the interests and needs of a special segment of interest:

- The internal portal facilitates our reachback efforts and nearly 10,000 employee transfers across the corporation annually.
- The external military portal attracts transitioning military personnel and enables our Returning Veterans Appreciation Campaign.
- The external experienced professional portal is for anyone currently in the workforce interested in a career with LM.
- The external college portal supports our industry-leading college hiring program.
- These portals are highly effective in attracting interested candidates. Over the years, our system has received more than 1.5M resumes annually.

We learned the most powerful driver of employee performance and retention is employee engagement, and the most powerful engagement levers are largely within the control of each employee's direct manager. Thus, our goal is to optimize organizational performance and employee retention by providing managers with the knowledge, skills, and incentive to build and sustain engaging relationships with their employees. LM is consistently recognized as one of the top companies in the nation to begin a career, refine job skills, and develop personal leadership abilities. In fact, the average LM employee stays with the corporation for more than 11 years. In a recent survey, we asked our employees what they liked most about working for LM. The findings revealed several reasons employees stay with the company:

- Significance of projects to our nation
- Quality of coworkers
- An inclusive work environment
- Attention to work and life balance
- Competitive pay and benefits
- Commitment to ethics and citizenship
- A safe and healthy work environment

Our performance management model interfaces with our compensation program to ensure the highest performing talent is compensated commensurate with its contribution levels. All employees are eligible for merit-based increases annually, and those with sustained performance are eligible for additional opportunities and compensation. Our retention strategies have been proven effective in retaining local teams of highly and diversely skilled employees.

All LM employees are eligible for recognition awards. Individual and team eligibility for award recognition is based on manager, peer, or customer nomination.

We use the following incentive programs to retain employees and reward outstanding employee performance:

- **Special Recognition Awards:** Reward extraordinary performance throughout the year. They are monetary rewards for achievements by individuals and teams.
- **President's Awards:** Recognize and reward employees that have made an outstanding contribution to the individual company. LM business area presidents request nominations from their employees, and recipients attend a black-tie function.
- **Spot Awards:** Allow the managers to recognize exemplary performance relatively quickly. The awards are often monetary, gift certificates, or savings bonds.

To attract and retain the best people, our comprehensive total compensation plan provides market-based, competitive employee compensation, fringe benefits, training and development opportunities, award and recognition programs, and personnel policies structured with the understanding that our employees are our greatest asset. Separate plan elements complement each other and provide a quality package to motivate performance and enhance recruitment and retention of highly qualified and certified personnel. Our benefits plan includes an extensive list of options enabling employees to optimize the value of company-provided benefit credits by customizing their benefit packages to their individual and family needs. LM can leverage our strong presence to obtain cost-effective medical, dental, and vision insurance coverage for our employees.

LM's recruitment and retention approach, processes, and tools provide DOI with technical experts in planning, engineering, migration, application management, interface design, integration, training, telecommunications/network, and security services. Through relationships with many subcontract partners in combination with our recruitment and retention approach, LM can respond to long-term, short-term, and specialized needs supporting DOI in any geographic area.

12.4 RISK MANAGEMENT

Our risk management approach is to execute a continuous, forward-looking process to identi-

fy risks as early as possible in each phase of work, conduct impact assessments (determining cost, schedule, and technical performance impacts), and implement timely mitigation strategies for the best possible outcome by reducing the likelihood and/or impact of each risk. The current risk exposure is low based on strong past performance by LM and our partners (see past performance citations in Section 7) and LM’s expansive resources and capabilities as a corporation, as discussed in Section 5.

Benefits of the LM Team Approach
<ul style="list-style-type: none"> We incorporate risk identification and tracking activities within our daily management rhythms and work activities, ensuring timely risk identification and consistent follow-through to mitigation. Our proven technical solution carries little risk to the FCHS program, providing confidence that cost, schedule, and performance targets will be achieved.

Risk Management Process. Our project management philosophy and practice incorporates risk identification and tracking activities within our daily project management rhythms and work activities. Our QAP identifies risk management as an essential component of continual service improvement and security compliance monitoring. All team members are encouraged and accountable for bringing potential risks to the attention of the management team. Partners and our DOI representatives participate in the process through their respective roles on Task Orders. This process integration ensures measured control of critical activities and deliberate pursuit of risk mitigations.

The LM Team will operate a Risk Management Board, chaired by the PM and attended by lead personnel assigned from across the team, to review and evaluate identified risks and validate and approve mitigation plans. Risk impacts will be evaluated in terms of estimated impact to cost (measured in dollars), schedule (measured in days), or performance (measured in service level metrics). For each risk, the probability of occurrence will also be assessed, and the combination of impact and probability will be used to compute an overall risk exposure level. The risk exposure level will support the determination of whether and how the risk will be managed going forward. Each approved risk will be assigned to an owner, recorded in our risk register, and tracked in project status meetings.

We will also proactively manage opportunities in conjunction with (and as a complement to) risk management. An opportunity may be pursued outside of the established design baseline and has the potential to gain cost, schedule, and/or performance margin at the project level. Opportunity management provides a possible vehicle for technology insertions and process improvements, and will be performed in close collaboration with the DOI.

Potential Risks - Among the potential risks associated with FCHS, we have identified three in **Figure 12.4-1**. We are able to affirm that our proposed technical solution carries no significant technical risk. As a proven solution currently deployed for our customer NASA JPL, the solution proposed in this response is adapted for DOI with little potential for disruption to the mission customer and with high likelihood of meeting cost, schedule, and performance targets.

Figure 12.4-1. FCHS Risks. *We identify three potential risks for DOI’s consideration that we will actively manage and mitigate.*

Potential Risk	Recommended Mitigation
(b)	(5)

APPENDIX A FINANCIAL RESOURCES

Our most recent CPA-certified audited financial statements along with auditor comments are shown in the figures throughout this appendix. These figures include:

- Financial Highlights
- Consolidated Balance Sheets
- Consolidated Profit and Loss
- Consolidated Statement of Cash Flows
- Auditor Opinion and Comments

LM's complete 2011 Annual Report can be found at the following URL:

<http://www.lockheedmartin.com/content/dam/lockheed/data/corporate/documents/2011-Annual-report.pdf>

Financial Resources

2011 FINANCIAL HIGHLIGHTS

<i>(In millions, except per share data)</i>	2011	2010	2009
Net Sales	\$46,499	\$45,671	\$43,867
Segment Operating Profit	5,281	5,028	5,056
Consolidated Operating Profit	3,980	4,049	4,367
Net Earnings From Continuing Operations	2,667	2,614	2,967
Net Earnings	2,655	2,878	2,973
Diluted Earnings Per Common Share			
Continuing Operations	7.85	7.10	7.63
Net Earnings	7.81	7.81	7.64
Cash Dividends Per Common Share	3.25	2.64	2.34
Average Diluted Common Shares Outstanding	340	368	389
Cash, Cash Equivalents and Short-Term Investments	\$ 3,585	\$ 2,777	\$ 2,737
Total Assets	37,908	35,113	35,167
Total Debt	6,460	5,019	5,052
Stockholders' Equity	1,001	3,497	3,966
Common Shares Outstanding at Year-End	321	346	373
Net Cash Provided by Operating Activities	\$ 4,253	\$ 3,801	\$ 3,487

NOTE: For additional information regarding matters affecting the comparability of the information presented above, refer to Item 6. Selected Financial Data, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, and Item 8. Financial Statements and Supplementary Data in our 2011 Annual Report on Form 10-K.

On the Cover: F-35B: Proud to Serve the U.S. Marines

This F-35B Short-Takeoff/Vertical Landing (STOVL) aircraft makes its first landing on the USS WASP October 6, 2011. Lockheed Martin is developing three variants of the 5th Generation F-35 combat aircraft for the U.S. Marine Corps, U.S. Navy, U.S. Air Force, eight international partners, and two Foreign Military Sales customers.

Consolidated Profit and Loss

Lockheed Martin Corporation Consolidated Statements of Earnings

<i>(In millions, except per share data)</i>	Year ended December 31,		
	2011	2010	2009
Net Sales			
Products	\$ 36,925	\$ 36,380	\$ 35,689
Services	9,574	9,291	8,178
Total net sales	46,499	45,671	43,867
Cost of Sales			
Products	(32,968)	(32,539)	(31,643)
Services	(8,514)	(8,382)	(7,406)
Severance and other charges	(136)	(220)	—
Other unallocated corporate costs	(1,177)	(742)	(671)
Total cost of sales	(42,795)	(41,883)	(39,720)
Gross profit	3,704	3,788	4,147
Other income, net	276	261	220
Operating Profit	3,980	4,049	4,367
Interest expense	(354)	(345)	(308)
Other non-operating income, net	5	74	123
Earnings from continuing operations before income taxes	3,631	3,778	4,182
Income tax expense	(964)	(1,164)	(1,215)
Net earnings from continuing operations	2,667	2,614	2,967
Net earnings (loss) from discontinued operations	(12)	264	6
Net Earnings	\$ 2,655	\$ 2,878	\$ 2,973
Earnings (Loss) Per Common Share			
Basic			
Continuing operations	\$ 7.94	\$ 7.18	\$ 7.71
Discontinued operations	(.04)	.72	.02
Basic earnings per common share	\$ 7.90	\$ 7.90	\$ 7.73
Diluted			
Continuing operations	\$ 7.85	\$ 7.10	\$ 7.63
Discontinued operations	(.04)	.71	.01
Diluted earnings per common share	\$ 7.81	\$ 7.81	\$ 7.64

See accompanying Notes to Consolidated Financial Statements.

Consolidated Balance Sheets

Lockheed Martin Corporation Consolidated Balance Sheets

<i>(In millions, except per share data)</i>	<i>December 31,</i>	
	<i>2011</i>	<i>2010</i>
Assets		
Current assets		
Cash and cash equivalents	\$ 3,582	\$ 2,261
Short-term investments	3	516
Receivables, net	6,064	5,692
Inventories, net	2,481	2,363
Deferred income taxes	1,339	1,147
Other current assets	625	518
Assets of discontinued operation held for sale	—	396
Total current assets	14,094	12,893
Property, plant and equipment, net	4,611	4,554
Goodwill	10,148	9,605
Deferred income taxes	4,388	3,485
Other assets	4,667	4,576
Total assets	\$ 37,908	\$35,113
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable	\$ 2,269	\$ 1,627
Customer advances and amounts in excess of costs incurred	6,399	5,890
Salaries, benefits and payroll taxes	1,664	1,870
Other current liabilities	1,798	1,810
Liabilities of discontinued operation held for sale	—	204
Total current liabilities	12,130	11,401
Long-term debt, net	6,460	5,019
Accrued pension liabilities	13,502	10,607
Other postretirement benefit liabilities	1,274	1,213
Other liabilities	3,541	3,376
Total liabilities	36,907	31,616
Stockholders' equity		
Common stock, \$1 par value per share	321	346
Additional paid-in capital	—	—
Retained earnings	11,937	12,161
Accumulated other comprehensive loss	(11,257)	(9,010)
Total stockholders' equity	1,001	3,497
Total liabilities and stockholders' equity	\$ 37,908	\$35,113

See accompanying Notes to Consolidated Financial Statements.

Consolidated Statement of Cash Flows

Lockheed Martin Corporation Consolidated Statements of Cash Flows

<i>(In millions)</i>	<i>Year ended December 31,</i>		
	<i>2011</i>	<i>2010</i>	<i>2009</i>
<i>Operating Activities</i>			
Net earnings	\$ 2,655	\$ 2,878	\$ 2,973
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	1,008	1,052	1,014
Stock-based compensation	157	168	154
Deferred income taxes	(2)	452	567
Severance and other charges	136	220	—
Reduction in tax expense from resolution of certain tax matters	(89)	(10)	(69)
Tax expense related to Medicare Part D reimbursement	—	96	—
Net adjustments related to discontinued operations	(16)	(257)	—
Changes in assets and liabilities:			
Receivables, net	(363)	3	(685)
Inventories, net	(74)	(207)	(237)
Accounts payable	609	(364)	(21)
Customer advances and amounts in excess of costs incurred	502	706	496
Postretirement benefit plans	(393)	(1,027)	(394)
Income taxes	304	70	(272)
Other, net	(181)	21	(39)
Net cash provided by operating activities	4,253	3,801	3,487
<i>Investing Activities</i>			
Expenditures for property, plant and equipment	(814)	(820)	(852)
Expenditures for capitalized internal-use software	(173)	(254)	(314)
Net cash provided by (used for) short-term investment transactions	510	(171)	(279)
Net proceeds from sale of EIG	—	798	—
Acquisitions of businesses / investments in affiliates	(649)	(148)	(435)
Other, net	313	22	48
Net cash used for investing activities	(813)	(573)	(1,832)
<i>Financing Activities</i>			
Repurchases of common stock	(2,465)	(2,420)	(1,851)
Common stock dividends	(1,095)	(969)	(908)
Issuance of long-term debt, net of related costs	1,980	—	1,464
Repayments of long-term debt	(632)	—	(242)
Other, net	93	31	105
Net cash used for financing activities	(2,119)	(3,358)	(1,432)
Net increase (decrease) in cash and cash equivalents	1,321	(130)	223
Cash and cash equivalents at beginning of year	2,261	2,391	2,168
Cash and cash equivalents at end of year	\$ 3,582	\$ 2,261	\$ 2,391

See accompanying Notes to Consolidated Financial Statements.

Auditor Comments

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

*Report of Ernst & Young LLP,
Independent Registered Public Accounting Firm,
on the Audited Consolidated Financial Statements*

Board of Directors and Stockholders
Lockheed Martin Corporation

We have audited the accompanying consolidated balance sheets of Lockheed Martin Corporation as of December 31, 2011 and 2010, and the related consolidated statements of earnings, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2011. These financial statements are the responsibility of the Corporation's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Lockheed Martin Corporation at December 31, 2011 and 2010, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2011, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Lockheed Martin Corporation's internal control over financial reporting as of December 31, 2011, based on criteria established in *Internal Control-Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 23, 2012 expressed an unqualified opinion thereon.

Ernst + Young LLP

McLean, Virginia
February 23, 2012

Auditor

Lockheed Martin Corporation **Notes to Consolidated Financial Statements**

Note 1 – Significant Accounting Policies

Organization – We are a global security and aerospace company principally engaged in the research, design, development, manufacture, integration, and sustainment of advanced technology systems and products. We also provide a broad range of management, engineering, technical, scientific, logistic, and information services. We serve both domestic and international customers with products and services that have defense, civil, and commercial applications, with our principal customers being agencies of the U.S. Government.

Basis of presentation – Our consolidated financial statements include the accounts of subsidiaries we control and other entities for which we are the primary beneficiary. We eliminate intercompany balances and transactions in consolidation. Our receivables, inventories, customer advances and amounts in excess of costs incurred, and certain amounts in other current liabilities primarily are attributable to long-term contracts or programs in progress for which the related operating cycles are longer than one year. In accordance with industry practice, we include these items in current assets and current liabilities. Certain prior year amounts have been reclassified to conform to the current year's presentation, which are discussed elsewhere in our footnotes. Unless otherwise noted, we present all per share amounts cited in these consolidated financial statements on a "per diluted share" basis from continuing operations.

Use of estimates – We prepare our consolidated financial statements in conformity with U.S. generally accepted accounting principles (GAAP). In doing so, we are required to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. Our actual results may differ from those estimates. Significant estimates inherent in the preparation of our consolidated financial statements include, but are not limited to, sales recognition, postretirement benefit plans, environmental receivables and liabilities, and contingencies.

Receivables – Receivables include amounts billed and currently due from customers, and unbilled costs and accrued profits primarily related to sales on long-term contracts that have been recognized but not yet billed to customers. Pursuant to contract provisions, agencies of the U.S. Government and certain other customers have title to, or a security interest in, assets related to such contracts as a result of advances, performance-based payments, and progress payments. We reflect those advances and payments as an offset to the related receivables balance.

Inventories – We record inventories at the lower of cost or estimated net realizable value. Costs on long-term contracts and programs in progress represent recoverable costs incurred for production or contract-specific facilities and equipment, allocable operating overhead, advances to suppliers and, in the case of contracts with the U.S. Government, research and development and general and administrative expenses. Pursuant to contract provisions, agencies of the U.S. Government and certain other customers have title to, or a security interest in, inventories related to such contracts as a result of advances, performance-based payments, and progress payments. We reflect those advances and payments as an offset against the related inventory balances. We determine the costs of other product and supply inventories by the first-in first-out or average cost methods.

Property, plant and equipment – We include property, plant, and equipment on our Balance Sheets at cost. We provide for depreciation and amortization on plant and equipment generally using accelerated methods during the first half of the estimated useful lives of the assets, and the straight-line method thereafter. The estimated useful lives of our plant and equipment generally range from 10 to 40 years for buildings and five to 15 years for machinery and equipment. No depreciation expense is recorded on construction in progress until such assets are placed into operation. Depreciation expense related to plant and equipment was \$712 million in 2011, \$749 million in 2010, and \$750 million in 2009.

We review the carrying values of long-lived assets for impairment if events or changes in the facts and circumstances indicate that their carrying values may not be recoverable. We assess impairment by comparing the estimated undiscounted future cash flows of the related asset to its carrying value. If an asset is determined to be impaired, we recognize an impairment charge in the current period for the difference between the fair value of the asset and its carrying value.

Capitalized software – We capitalize certain costs associated with the development or purchase of internal-use software. The amounts capitalized are included in other assets on our Balance Sheets and are amortized on a straight-line basis over the estimated useful life of the resulting software, which ranges from two to six years. As of December 31, 2011 and 2010, capitalized software totaled \$864 million and \$899 million, net of accumulated amortization of \$1.3 billion and \$1.1 billion. Amortization expense related to capitalized software was \$211 million in 2011, \$211 million in 2010, and

Notes

\$160 million in 2009. In 2011, we revised the classification of cash payments associated with the development or purchase of internal-use software from operating cash flows to investing cash flows. Cash flows for all years above have been adjusted for this change. Cash payments for internal-use software were \$173 million in 2011, \$254 million in 2010, and \$314 million in 2009.

Goodwill – We evaluate goodwill for potential impairment annually on October 1, or whenever impairment indicators are present. Our evaluation includes comparing the estimated fair value of a reporting unit, using a combination of a discounted cash flow analysis and market-based valuation methodologies, to its carrying value, including goodwill. If the carrying value exceeds the estimated fair value, we measure impairment by comparing the derived fair value of goodwill to its carrying value, and any impairment determined is recorded in the current period. We define reporting units at the business segment level or one level below the business segment. We completed our assessment of goodwill in the fourth quarter of 2011 and 2010, and did not identify any impairment.

Customer advances and amounts in excess of cost incurred – We receive advances, performance-based payments, and progress payments from customers that may exceed costs incurred on certain contracts, including contracts with agencies of the U.S. Government. We classify such advances, other than those reflected as a reduction of receivables or inventories as discussed above, as current liabilities.

Postretirement benefit plans – Many of our employees are covered by defined benefit pension plans, and we provide certain health care and life insurance benefits to eligible retirees (collectively, postretirement benefit plans). GAAP requires that the amounts we record related to our postretirement benefit plans be computed using actuarial valuations that are based in part on certain key assumptions we make, including the discount rate, the expected long-term rate of return on plan assets, the rates of increase in future compensation levels, and health care cost trend rates, each as appropriate based on the nature of the plans. We recognize on a plan-by-plan basis the funded status of our postretirement benefit plans under GAAP as either an asset (recorded within other assets) or liability (recorded within noncurrent liabilities) on our Balance Sheets, with a corresponding adjustment to accumulated other comprehensive loss, net of tax, in stockholders' equity. The GAAP funded status is measured as the difference between the fair value of the plan's assets and the benefit obligation of the plan. The funded status under the Employee Retirement Income Security Act of 1974 (ERISA) is calculated on a different basis than under GAAP.

Environmental matters – We record a liability for environmental matters when it is probable that a liability has been incurred and the amount can be reasonably estimated. The amount of liability recorded is based on our estimate of the costs to be incurred for remediation at a particular site. We do not discount the recorded liabilities, as the amount and timing of future cash payments are not fixed or cannot be reliably determined. Our environmental liabilities are recorded on our Balance Sheets within other liabilities, both current and non-current. We expect to include a substantial portion of environmental costs in net sales and cost of sales in future periods pursuant to U.S. Government agreement or regulation. At the time a liability is recorded for future environmental costs, we record a receivable for estimated future recovery considered probable through the pricing of products and services to agencies of the U.S. Government, regardless of the contract form (e.g., cost-reimbursable, fixed-price). We continuously evaluate the recoverability of our environmental receivables by assessing, among other factors, U.S. Government regulations, our U.S. Government business base and contract mix, and our history of receiving reimbursement of such costs. We include the portion of those costs expected to be allocated to our non-U.S. Government contracts or that is determined to be unallowable for pricing under U.S. Government contracts in cost of sales at the time the liability is established. Our environmental receivables are recorded on our Balance Sheets within other assets (current and non-current). We project costs and recovery of costs over approximately twenty years.

Sales and earnings – We record net sales and estimated profits for approximately 95% of our contracts using the percentage-of-completion (POC) method (as described below) for cost-reimbursable and fixed-price contracts for design, development, and production (DD&P) activities, and services contracts with the U.S. Government. Sales are recorded on all time-and-materials contracts as the work is performed based on agreed-upon hourly rates and allowable costs. We account for our services contracts with non-U.S. Government customers using the services method of accounting (as described below). We classify net sales as products or services on our Statements of Earnings based on the attributes of the underlying contracts.

POC Method of Accounting – The POC method for DD&P contracts depends on the nature of the products provided under the contract. For example, for contracts that require us to perform a significant level of development effort in comparison to the total value of the contract and/or to deliver minimal quantities, sales are recorded using the cost-to-cost method to measure progress toward completion. Under the cost-to-cost method of accounting, we recognize sales and an

Our reconciliation of the 35% U.S. federal statutory income tax rate to actual income tax expense for continuing operations is as follows:

<i>(In millions)</i>	<i>2011</i>	<i>2010</i>	<i>2009</i>
Income tax expense at the U.S. federal statutory tax rate	\$1,271	\$1,322	\$1,465
Increase (decrease) in tax expense:			
U.S. manufacturing activity benefit	(106)	(110)	(39)
Tax deductible dividends	(62)	(56)	(49)
Research and development tax credit	(35)	(43)	(43)
IRS appeals and audit resolution	(89)	(10)	(69)
Medicare Part D law change	—	96	—
Other, net	(15)	(35)	(50)
Income tax expense	\$ 964	\$1,164	\$1,215

Our U.S. manufacturing activity benefit is based on income derived from qualified production activity (QPA) in the U.S. The deduction rate, which was 9% for both 2011 and 2010, and 6% for 2009, is applied against QPA income to arrive at the deduction. The increased benefit in 2011 and 2010 was due to an increase in QPA income, as well as the higher deduction rate in 2011 and 2010 compared to 2009.

We receive a tax deduction for dividends paid on shares of our common stock held by certain of our defined contribution plans with an employee stock ownership plan (ESOP) feature. The amount of the tax deduction has increased as we increased our dividend over the last three years.

The Tax Relief, Unemployment Insurance Reauthorization, and Job Creation Act of 2010, signed by the President on December 17, 2010, retroactively extended the research and development tax credit from January 1, 2010 through December 31, 2011. We recognized tax benefits of \$35 million in 2011, \$43 million in 2010, and \$43 million in 2009 related to the impact of the research and development tax credit.

In April 2011, the U.S. Congressional Joint Committee on Taxation (JCT) completed its review of the IRS Appeals Division’s resolution of certain adjustments related to our tax years 2003-2008. As a result, we recognized additional tax benefits and reduced our income tax expense for 2011 by \$89 million (\$.26 per share). This reduction in income tax expense reduced our effective income tax rate for 2011 by 2.5%.

We participate in the IRS Compliance Assurance Process program. The IRS examinations of the years 2010 and 2009 were completed in the fourth quarter of 2011 and 2010. Except for certain issues in our 2009 return that are pending in the IRS Appeals Division, resolution of the examinations did not have a material impact on our effective income tax rates. In 2009, the IRS examinations of our U.S. Federal Income Tax Returns for the years 2005-2007 and 2008 were resolved and settled, except for certain issues that were subsequently resolved in April 2011, following a decision by the IRS Appeals Division as discussed above. As a result, we recognized additional tax benefits and reduced our income tax expense for 2009 by \$69 million (\$.18 per share), including related interest.

In March 2010, the President signed into law the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010. Beginning January 1, 2013, these laws change the tax treatment for retiree prescription drug expenses by eliminating the tax deduction available to the extent that those expenses are reimbursed under Medicare Part D. Because the tax benefits associated with these future deductions were reflected as deferred tax assets as of December 31, 2009, the elimination of the tax deductions resulted in a reduction in deferred tax assets and an increase in income tax expense of \$96 million (\$.26 per share) in 2010.

The primary components of our federal and foreign deferred income tax assets and liabilities at December 31 were as follows:

<i>(In millions)</i>	<i>2011</i>	<i>2010</i>
Deferred tax assets related to:		
Accrued compensation and benefits	\$ 843	\$ 877
Pensions	4,578	3,642
Other postretirement benefit obligations	487	459
Contract accounting methods	806	531
Sale of discontinued operations	69	179
Foreign company operating losses and credits	31	31
Other	305	202
Valuation allowance ^(a)	(14)	(17)
Deferred tax assets, net	7,105	5,904
Deferred tax liabilities related to:		
Goodwill and purchased intangibles	369	336
Property, plant and equipment	638	558
Exchanged debt securities and other ^(b)	379	391
Deferred tax liabilities	1,386	1,285
Net deferred tax assets ^(c)	\$5,719	\$4,619

- ^(a) A valuation allowance has been provided against certain foreign company deferred tax assets arising from carryforwards of unused tax benefits.
- ^(b) Includes deferred tax liabilities associated with the exchange of debt securities in 2010 (see Note 9) and 2006.
- ^(c) Includes net foreign current deferred tax liabilities, which are included on the Balance Sheets in other current liabilities.

We had recorded liabilities for unrecognized tax benefits related to permanent and temporary tax adjustments, exclusive of interest, that totaled \$160 million at December 31, 2010, primarily recorded in other current liabilities on the Balance Sheet. In 2011, we eliminated most of these liabilities due to the completion of the JCT’s review of the IRS Appeals Division’s resolution of certain adjustments related to our tax years 2003-2008 as mentioned above. The remaining balance of our unrecognized tax benefits as of December 31, 2011 is not material.

We and our subsidiaries file income tax returns in the U.S. federal jurisdiction and various foreign jurisdictions. With few exceptions, the statute of limitations is no longer open for U.S. federal or non-U.S. income tax examinations for the years before 2008, other than with respect to refunds.

U.S. income taxes and foreign withholding taxes have not been provided on earnings of \$193 million, \$108 million, and \$123 million that have not been distributed by our non-U.S. companies as of December 31, 2011, 2010, and 2009. Our intention is to permanently reinvest these earnings, thereby indefinitely postponing their remittance to the U.S. If these earnings were remitted, we estimate that the additional income taxes after foreign tax credits would have been approximately \$41 million in 2011, \$17 million in 2010, and \$29 million in 2009.

Our federal and foreign income tax payments, net of refunds received, were \$722 million in 2011, \$806 million in 2010, and \$986 million in 2009. A \$250 million refund received in 2011 from the IRS related to estimated taxes paid for 2010 is reflected in 2011 payments. A payment of \$260 million associated with the divestiture of BIG, a \$325 million refund received in 2010 from the IRS related to estimated taxes paid for 2009, and an \$85 million advance payment related to matters pending with IRS Appeals are reflected in 2010 payments.

Note 9 – Debt

Our long-term debt consisted of the following:

<i>(In millions)</i>	<i>2011</i>	<i>2010</i>
Notes with rates from 2.13% to 6.15%, due 2016 to 2041	\$5,308	\$3,807
Notes with rates from 7.00% to 7.75%, due 2013 to 2036	1,239	1,323
Other	419	394
Unamortized discounts	(506)	(505)
Total long-term debt	\$6,460	\$5,019

On September 9, 2011, we issued \$2.0 billion of long-term notes in a registered public offering consisting of \$500 million due in 2016 with a fixed coupon interest rate of 2.13%, \$900 million due in 2021 with a fixed coupon interest rate of 3.35%, and \$600 million due in 2041 with a fixed coupon interest rate of 4.85%. We may, at our option, redeem some or all of the notes at any time by paying a make-whole premium, plus accrued and unpaid interest, if any, to the date of redemption. Interest on the notes is payable on March 15 and September 15 of each year, beginning on March 15, 2012. In October 2011, we used a portion of the proceeds to redeem all of our \$500 million long-term notes due in 2013. In 2011, we repurchased \$84 million of our long-term notes through open-market purchases. We paid premiums of \$48 million in connection with the early extinguishments of debt, which were recognized in other non-operating income, net.

In May 2010, we issued \$728 million of new 5.72% Notes due 2040 (the New Notes) in exchange for \$611 million of our then outstanding debt securities (the Old Notes). We paid a premium of \$158 million in the exchange, of which \$117 million was in the form of the New Notes and \$41 million was paid in cash, which was recorded as a discount and will be amortized as additional interest expense over the life of the New Notes, using the effective interest method.

In August 2011, we entered into a new \$1.5 billion revolving credit facility with a group of banks and terminated our existing \$1.5 billion revolving credit facility which was to expire in June 2012. The new credit facility expires August 2016, and we may request and the banks may grant, at their discretion, an increase to the new credit facility by an additional amount up to \$500 million. There were no borrowings outstanding under either facility through December 31, 2011. Borrowings under the new credit facility would be unsecured and bear interest at rates based, at our option, on a Eurodollar rate or a Base Rate, as defined in the new credit facility. Each bank's obligation to make loans under the new credit facility is subject to, among other things, our compliance with various representations, warranties and covenants, including covenants limiting our ability and certain of our subsidiaries' ability to encumber assets and a covenant not to exceed a maximum leverage ratio, as defined in the new credit facility. As of December 31, 2011, we were in compliance with all covenants contained in the new credit facility, as well as in our debt agreements.

We have agreements in place with banking institutions to provide for the issuance of commercial paper. There were no commercial paper borrowings outstanding during 2011 or 2010. If we were to issue commercial paper, the borrowings would be supported by the new credit facility.

During the five-year period from 2012 through 2016, we have \$153 million and \$954 million in scheduled long-term debt maturities, which are due in 2013 and 2016. Interest payments were \$326 million in 2011, \$337 million in 2010, and \$286 million in 2009.

Note 10 – Postretirement Plans

Defined Benefit Pension Plans and Retiree Medical and Life Insurance Plans

Most of our employees hired on or before December 31, 2005 are covered by qualified defined benefit pension plans, and we provide certain health care and life insurance benefits to eligible retirees (collectively, postretirement benefit plans). We also sponsor nonqualified defined benefit pension plans to provide for benefits in excess of qualified plan limits. Non-union represented employees hired on or after January 1, 2006 do not participate in our qualified defined benefit pension plans, but are eligible to participate in a qualified defined contribution plan in addition to our other retirement savings plans. They also have the ability to participate in our retiree medical plans, but we do not subsidize the cost of their participation in those plans as we do with employees hired before January 1, 2006. We have made contributions to trusts established to pay future benefits to eligible retirees and dependents (including Voluntary Employees' Beneficiary Association trusts and 401(h) accounts, the assets of which will be used to pay expenses of certain retiree medical plans). We use December 31 as the measurement date. Benefit obligations as of the end of each year reflect assumptions in effect as of those dates. Net periodic benefit cost is based on assumptions in effect at the end of the respective preceding year.

The rules related to accounting for postretirement benefit plans under GAAP require us to recognize on a plan-by-plan basis the funded status of our postretirement benefit plans, with a corresponding noncash adjustment to accumulated other comprehensive income (loss), net of tax, in stockholders' equity. The funded status is measured as the difference between the fair value of the plan's assets and the benefit obligation of the plan.

The net periodic benefit cost recognized each year included the following components:

<i>(In millions)</i>	<i>Qualified Defined Benefit Pension Plans ⁽⁶⁾</i>			<i>Retiree Medical and Life Insurance Plans</i>		
	<i>2011</i>	<i>2010</i>	<i>2009</i>	<i>2011</i>	<i>2010</i>	<i>2009</i>
Service cost	\$ 974	\$ 903	\$ 870	\$ 32	\$ 36	\$ 34
Interest cost	1,918	1,876	1,812	162	166	165
Expected return on plan assets	(2,033)	(2,027)	(2,028)	(140)	(129)	(106)
Recognized net actuarial losses	880	595	302	34	25	42
Amortization of prior service cost	82	83	80	(16)	(16)	(23)
Curtailment	—	12	—	—	—	—
Total net periodic benefit cost	\$ 1,821	\$ 1,442	\$ 1,036	\$ 72	\$ 82	\$ 112

⁽⁶⁾ Total net periodic benefit cost associated with our qualified defined benefit plans represents pension expense calculated in accordance with GAAP (FAS expense). We are required to calculate pension expense in accordance with both GAAP and CAS rules, each of which results in a different calculated amount of pension expense. The CAS expense is recovered through the pricing of our products and services on U.S. Government contracts and, therefore, is recognized in net sales and cost of sales for products and services. We include the difference between FAS expense and CAS expense, referred to as the non-cash FAS/CAS pension adjustment (\$922 million in 2011, \$454 million in 2010, and \$456 million in 2009), as a component of other unallocated corporate costs on our Statements of Earnings. The non-cash FAS/CAS pension adjustment effectively adjusts the amount of pension expense in the results of operations so that pension expense recorded on our Statements of Earnings is equal to FAS expense.

The following table provides a reconciliation of benefit obligations, plan assets, and unfunded status related to our qualified defined benefit pension plans and our retiree medical and life insurance plans:

<i>(In millions)</i>	<i>Qualified Defined Benefit Pension Plans</i>		<i>Retiree Medical and Life Insurance Plans</i>	
	<i>2011</i>	<i>2010</i>	<i>2011</i>	<i>2010</i>
Change in benefit obligation				
Beginning balance	\$ 35,773	\$ 32,817	\$ 3,046	\$ 2,938
Service cost	974	903	32	36
Interest cost	1,918	1,876	162	166
Benefits paid	(1,685)	(1,592)	(363)	(352)
Actuarial losses (gains)	3,632	2,032	(28)	105
Plan amendments	4	94	11	—
Divestitures/curtailments ^(a)	—	(357)	—	(10)
Medicare Part D subsidy	—	—	2	18
Participants' contributions	—	—	161	145
Ending balance	\$ 40,616	\$ 35,773	\$ 3,023	\$ 3,046
Change in plan assets				
Beginning balance at fair value	\$ 25,345	\$ 22,154	\$ 1,833	\$ 1,630
Actual return on plan assets	1,349	2,886	114	86
Benefits paid	(1,685)	(1,592)	(363)	(352)
Our contributions	2,285	2,240	—	311
Divestitures and other ^(a)	(2)	(343)	2	(5)
Medicare Part D subsidy	—	—	2	18
Participants' contributions	—	—	161	145
Ending balance at fair value	\$ 27,292	\$ 25,345	\$ 1,749	\$ 1,833
Unfunded status of the plans	\$ (13,324)	\$ (10,428)	\$ (1,274)	\$ (1,213)
Amounts recognized in the Balance Sheets				
Prepaid pension asset	\$ 178	\$ 179	\$ —	\$ —
Accrued postretirement benefit liabilities	(13,502)	(10,607)	(1,274)	(1,213)
Accumulated other comprehensive loss (pre-tax) related to:				
Net actuarial losses	15,698	12,263	648	684
Prior service cost (credit)	377	455	(10)	(37)

^(a) Primarily reflects the transfer of assets and liabilities associated with the 2010 sale of EIG (Note 14). An expense of \$109 million was recognized in connection with this settlement, which reduced the gain on sale.

The accumulated benefit obligation (ABO) for all qualified defined benefit pension plans was \$35.7 billion and \$31.4 billion at December 31, 2011 and 2010. Certain key information related to those plans where ABO was in excess of plan assets as of December 31, 2011 and 2010 is as follows:

<i>(In millions)</i>	<i>2011</i>	<i>2010</i>
Projected benefit obligation	\$40,478	\$35,640
Accumulated benefit obligation	35,516	31,291
Fair value of plan assets	26,976	25,033

We also sponsor nonqualified defined benefit plans to provide benefits in excess of qualified plan limits. The aggregate liabilities for these plans at December 31, 2011 and 2010 were \$907 million and \$850 million, which also represent the plans' unfunded status. We have set aside certain assets totaling \$283 million and \$338 million as of December 31, 2011 and 2010 in a Rabbi Trust which we expect to be used to pay obligations under our nonqualified defined benefit plans. In accordance with GAAP, those assets may not be used to offset the amount of the benefit obligation similar to the postretirement benefit plans in the table above. The unrecognized net actuarial losses at December 31, 2011 and 2010 were \$476 million and \$447 million, and the unrecognized prior service costs were not material. The expense associated with these plans totaled \$104 million in 2011, \$85 million in 2010, and \$76 million in 2009. We also sponsor a small number of other

postemployment plans and foreign benefit plans. The aggregate liability for the other postemployment plans was \$107 million and \$93 million as of December 31, 2011 and 2010. The expense for the other postemployment plans, as well as the liability and expense associated with the foreign benefit plans, was not material to our results of operations, financial position, or cash flows.

The amounts recognized in other comprehensive loss related to our postretirement benefit plans, net of tax, for the years ended December 31, 2011, 2010, and 2009 are shown in the following table, which also shows the amounts related to our postretirement benefit plans included in accumulated other comprehensive loss at the end of 2011 and expected to be recognized in net periodic benefit cost, net of tax, during 2012.

<i>(In millions)</i>	<i>Incurring but Not Yet Recognized in Net Periodic Benefit Cost</i>			<i>Recognition of Previously Deferred Amounts</i>			<i>Expected to be Recognized in Net Periodic Benefit Cost in 2012</i>
	<i>2011</i>	<i>2010</i>	<i>2009</i>	<i>2011</i>	<i>2010</i>	<i>2009</i>	
	<i>Gains (losses)</i>			<i>(Gains) losses</i>			<i>(Gains) losses</i>
Actuarial gains and losses							
Qualified defined benefit pension plans	\$(2,793)	\$(763)	\$ 298	\$568	\$464	\$195	\$721
Retiree medical and life insurance plans	1	(95)	77	22	17	27	21
Other plans	(56)	(63)	(110)	34	20	22	31
	(2,848)	(921)	265	624	501	244	773
	<i>Credit (cost)</i>			<i>(Credit) cost</i>			<i>(Credit) cost</i>
Prior service credit and cost							
Qualified defined benefit pension plans	(3)	(61)	(45)	53	62	52	47
Retiree medical and life insurance plans	(7)	—	(6)	(11)	(10)	(15)	(8)
Other plans	—	(1)	—	—	—	—	—
	(10)	(62)	(51)	42	52	37	39
	\$(2,858)	\$(983)	\$ 214	\$666	\$553	\$281	\$812

Actuarial Assumptions

The actuarial assumptions used to determine the benefit obligations at December 31 of each year, and to determine the net periodic benefit cost for each subsequent year, were as follows:

	<i>Qualified Defined Benefit Pension Plans</i>			<i>Retiree Medical and Life Insurance Plans</i>		
	<i>2011</i>	<i>2010</i>	<i>2009</i>	<i>2011</i>	<i>2010</i>	<i>2009</i>
Discount rate	4.750%	5.500%	5.875%	4.500%	5.500%	5.875%
Expected long-term rate of return on assets	8.000%	8.500%	8.500%	8.000%	8.500%	8.500%
Rate of increase in future compensation levels	4.300%	4.400%	4.500%			
Health care trend rate assumed for next year				9.500%	10.000%	
Ultimate trend rate				5.000%	5.000%	
Year that the ultimate trend rate is reached				2021	2021	

The decrease in the discount rate from December 31, 2010 to December 31, 2011 resulted in an increase in the projected benefit obligations of our qualified defined benefit pension plans of approximately \$3.8 billion at December 31, 2011. The decrease in the discount rate from December 31, 2009 to December 31, 2010 resulted in an increase in the projected benefit obligations of our qualified defined benefit pension plans of approximately \$1.7 billion at December 31, 2010.

The assumed health care cost trend rates have a significant effect on the amounts reported for the retiree medical plans. A one-percentage-point increase or decrease in assumed health care cost trend rates would result in a change in the postretirement benefit obligation of 4.4% and (3.8)% at December 31, 2011, and a change in the 2011 total service and interest cost of 4.8% and (3.7)%.

The long-term rate of return assumption represents the expected average rate of earnings on the funds invested or to be invested to provide for the benefits included in the benefit obligations. That assumption is based on several factors including historical market index returns, the anticipated long-term asset allocation of plan assets, the historical return data, plan expenses, and the potential to outperform market index returns.

Plan Assets

Investment policies and strategies – Lockheed Martin Investment Management Company (LMIMCo), our wholly-owned subsidiary, has the fiduciary responsibility for making investment decisions related to the assets of our postretirement benefit plans. LMIMCo's investment objectives for the assets of these plans are (1) to minimize the net present value of expected funding contributions; (2) to ensure there is a high probability that each plan meets or exceeds our actuarial long-term rate of return assumptions; and (3) to diversify assets to minimize the risk of large losses. The nature and duration of benefit obligations, along with assumptions concerning asset class returns and return correlations, are considered when determining an appropriate asset allocation to achieve the investment objectives.

Investment policies and strategies governing the assets of the plans are designed to achieve investment objectives within prudent risk parameters. Risk management practices include the use of external investment managers; the maintenance of a portfolio diversified by asset class, investment approach, and security holdings; and the maintenance of sufficient liquidity to meet benefit obligations as they come due.

LMIMCo's investment policies require that asset allocations of postretirement benefit plans be maintained within the following approximate ranges:

<i>Asset Class</i>	<i>Asset Allocation Ranges</i>
Cash and cash equivalents	0 – 30%
Equity	10 – 55%
Fixed income	10 – 60%
Alternative investments:	
Private equity funds	0 – 15%
Real estate funds	0 – 10%
Hedge funds	0 – 20%
Commodities	0 – 25%

Fair value measurements – The rules related to accounting for postretirement benefit plans under GAAP require certain fair value disclosures related to postretirement benefit plan assets, even though those assets are not included on our Balance Sheets. The following table presents the fair value of the assets of our qualified defined benefit pension plans and retiree medical and life insurance plans by asset category and their level within the fair value hierarchy, which has three levels based on the reliability of the inputs used to determine fair value. Level 1 refers to fair values determined based on quoted prices in active markets for identical assets, Level 2 refers to fair values estimated using significant other observable inputs, and Level 3 includes fair values estimated using significant unobservable inputs.

<i>(In millions)</i>	<i>Balance as of December 31, 2011</i>				<i>Balance as of December 31, 2010</i>			
	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Total</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Total</i>
Cash and cash equivalents	\$ 2,886	\$ —	\$ —	\$ 2,886	\$ 1,726	\$ —	\$ —	\$ 1,726
Equity ^(a) :								
U.S. equity securities	3,834	37	7	3,878	4,548	44	—	4,592
International equity securities	3,750	11	15	3,776	5,008	6	16	5,030
Commingled equity funds	1,016	1,127	—	2,143	1,287	1,056	—	2,343
Fixed income ^(a) :								
Corporate debt securities	—	946	98	1,044	—	1,351	63	1,414
U.S. Government securities	—	10,040	—	10,040	—	7,262	—	7,262
Other fixed income securities	—	508	45	553	—	584	47	631
Alternative investments:								
Private equity funds	—	—	2,286	2,286	—	—	2,085	2,085
Real estate funds	—	—	278	278	—	—	164	164
Hedge funds	—	—	825	825	—	—	1,025	1,025
Commodities ^(a)	992	277	—	1,269	343	516	—	859
Total	\$12,478	\$12,946	\$3,554	\$28,978	\$12,912	\$10,819	\$3,400	\$27,131
Receivables, net				63				47
Total				\$29,041				\$27,178

^(a) Equity securities, fixed income securities, and commodities included derivative assets and liabilities whose fair values were not material as of December 31, 2011 and 2010. LMIMCo's investment policies restrict the use of derivatives to either establish long exposures for purposes of expediency or capital efficiency, or to hedge risks to the extent of a plan's current exposure to such risks. Most derivative transactions are settled on a daily basis.

As of December 31, 2011 and 2010, the assets associated with our foreign defined benefit pension plans were not material and have not been included in the table above.

The following table presents the changes during 2011 and 2010 in the fair value of plan assets categorized as Level 3 in the preceding table:

<i>(In millions)</i>	<i>Private Equity Funds</i>	<i>Real Estate Funds</i>	<i>Hedge Funds</i>	<i>Other</i>	<i>Total</i>
Balance at January 1, 2010	\$1,730	\$125	\$ 750	\$ 58	\$2,663
Actual return on plan assets:					
Realized gains, net	123	—	1	2	126
Unrealized gains, net	103	7	13	—	123
Purchases, sales, and settlements, net	129	32	261	65	487
Transfers into (out of) Level 3	—	—	—	1	1
Balance at December 31, 2010	\$2,085	\$164	\$1,025	\$126	\$3,400
Actual return on plan assets:					
Realized gains (losses), net	171	25	(4)	2	194
Unrealized gains (losses), net	7	22	(11)	(9)	9
Purchases, sales, and settlements, net	23	67	(183)	21	(72)
Transfers into (out of) Level 3	—	—	(2)	25	23
Balance at December 31, 2011	\$2,286	\$278	\$ 825	\$165	\$3,554

Valuation techniques – Cash equivalents are mostly comprised of short-term money-market instruments and are valued at cost, which approximates fair value.

U.S. equity securities and international equity securities categorized as Level 1 are traded on active national and international exchanges and are valued at their closing prices on the last trading day of the year. For U.S. equity securities and international equity securities not traded on an active exchange, or if the closing price is not available, the trustee obtains indicative quotes from a pricing vendor, broker, or investment manager. These securities are categorized as Level 2 if the custodian obtains corroborated quotes from a pricing vendor or categorized as Level 3 if the custodian obtains uncorroborated quotes from a broker or investment manager.

Commingled equity funds are public investment vehicles valued using the Net Asset Value (“NAV”) provided by the fund manager. The NAV is the total value of the fund divided by the number of shares outstanding. Commingled equity funds are categorized as Level 1 if traded at their NAV on a nationally recognized securities exchange or categorized as Level 2 if the NAV is corroborated by observable market data (e.g., purchases or sales activity).

Fixed income securities categorized as Level 2 are valued by the trustee using pricing models that use verifiable observable market data (e.g. interest rates and yield curves observable at commonly quoted intervals), bids provided by brokers or dealers, or quoted prices of securities with similar characteristics.

Private equity funds, real estate funds, hedge funds, and fixed income securities categorized as Level 3 are valued based on valuation models that include significant unobservable inputs and cannot be corroborated using verifiable observable market data. Valuations for private equity funds and real estate funds are determined by the general partners, while hedge funds are valued by independent administrators. Depending on the nature of the assets, the general partners or independent administrators use both the income and market approaches in their models. The market approach consists of analyzing market transactions for comparable assets while the income approach uses earnings or the net present value of estimated future cash flows adjusted for liquidity and other risk factors.

Commodities categorized as Level 1 are traded on an active commodity exchange and are valued at their closing prices on the last trading day of the year. Commodities categorized as Level 2 represent shares in a commingled commodity fund valued using the NAV, which is corroborated by observable market data.

Contributions and Expected Benefit Payments

We generally determine funding requirements for our defined benefit pension plans in a manner consistent with CAS and Internal Revenue Code rules. In 2011, we made contributions of \$2.3 billion related to our qualified defined benefit pension plans. We plan to make contributions of approximately \$1.1 billion related to the qualified defined benefit pension plans in 2012. We also may review options for further contributions in 2012. We expect to make required contributions of \$112 million related to the retiree medical and life insurance plans in 2012.

The following table presents estimated future benefit payments, which reflect expected future employee service, as of December 31, 2011:

<i>(In millions)</i>	2012	2013	2014	2015	2016	2017 - 2021
Qualified defined benefit pension plans	\$1,760	\$1,830	\$1,910	\$1,990	\$2,080	\$12,120
Retiree medical and life insurance plans	240	250	260	260	270	1,240

Defined Contribution Plans

We maintain a number of defined contribution plans, most with 401(k) features, that cover substantially all of our employees. Under the provisions of our 401(k) plans, we match most employees' eligible contributions at rates specified in the plan documents. Our contributions were \$378 million in 2011, \$379 million in 2010, and \$364 million in 2009, the majority of which were funded in our common stock. Our defined contribution plans held approximately 52.1 million and 60.7 million shares of our common stock as of December 31, 2011 and 2010.

Note 11 – Stockholders' Equity

At December 31, 2011, our authorized capital was composed of 1.5 billion shares of common stock and 50 million shares of series preferred stock. Of the 323 million shares of common stock issued and outstanding, 321 million shares were considered outstanding for Balance Sheet presentation purposes; the remaining shares were held in the Rabbi Trust. No preferred stock shares were issued and outstanding at December 31, 2011.

During 2011, 2010, and 2009, we repurchased 31.8 million, 33.0 million, and 24.9 million shares of our common stock for \$2.4 billion, \$2.5 billion, and \$1.9 billion. We paid cash totaling \$2.5 billion for share repurchases during 2011, which included \$63 million for shares we repurchased in December 2010 but that were not paid for until January 2011. Our share repurchase program provides for the repurchase of our common stock from time-to-time. Under the program, we have discretion to determine the dollar amount of shares to be repurchased and the timing of any repurchases in compliance with applicable law and regulation. In 2011, our Board authorized an additional \$3.5 billion for share repurchases, bringing the total authorized amount under the program to \$6.5 billion. As of December 31, 2011, we had repurchased a total of 43.0 million shares under the program for \$3.2 billion, and there remained \$3.3 billion authorized for additional share repurchases.

As we repurchase our common shares, we reduce common stock for the \$1 of par value of the shares repurchased, with the remainder of the purchase price over par value recorded as a reduction of additional paid-in capital. Due to the volume of repurchases made under our share repurchase program, additional paid-in capital was reduced to zero, with the remainder of the excess of purchase price over par value of \$1.8 billion and \$1.9 billion recorded as a reduction of retained earnings in 2011 and 2010.

Note 12 – Stock-Based Compensation

During 2011, 2010, and 2009, we recorded non-cash compensation cost related to stock options and restricted stock units totaling \$157 million, \$168 million, and \$154 million, which is included on our Statements of Earnings in other unallocated corporate costs within cost of sales. The net impact to earnings for the respective years was \$101 million, \$109 million, and \$99 million.

Stock-Based Compensation Plans

We had two stock-based compensation plans in place at December 31, 2011: the Lockheed Martin 2011 Incentive Performance Award Plan (the Award Plan) and the Lockheed Martin Directors Equity Plan (the Directors Plan). Under the Award Plan, we have the right to grant key employees stock-based incentive awards, including options to purchase common

stock, stock appreciation rights, restricted stock, or stock units. Employees also may receive cash-based incentive awards. We evaluate the types and mix of stock-based incentive awards on an ongoing basis and may vary the mix based on our overall strategy regarding compensation. The Award Plan was approved by our stockholders at our April 28, 2011 annual meeting. Prior to stockholder approval of the Award Plan, equity awards were made to employees under the Amended and Restated 2003 Incentive Performance Award Plan (the Prior Plan). Awards made under the Prior Plan remain outstanding but no new awards may be made under the Prior Plan after April 28, 2011.

Under the Award Plan and the Prior Plan, the exercise price of options to purchase common stock may not be less than the fair market value of our stock on the date of grant. No award of stock options may become fully vested prior to the third anniversary of the grant, and no portion of a stock option grant may become vested in less than one year. The minimum vesting period for restricted stock or stock units payable in stock is three years. Award agreements may provide for shorter vesting periods or vesting following termination of employment in the case of death, disability, divestiture, retirement, change of control, or layoff. Neither the Award Plan nor the Prior Plan imposes any minimum vesting periods on other types of awards. The maximum term of a stock option or any other award is 10 years.

We generally recognize compensation cost for stock options for the entire award ratably over the three-year vesting period. For stock options granted prior to 2011 to active employees that are retirement eligible on the date of grant or become retirement eligible during the first year after grant, we recognize compensation expense ratably over a period of one year. For stock options granted prior to 2011 to active employees that become retirement eligible after the one-year anniversary of the grant but prior to the three-year anniversary of the grant, we recognize compensation expense ratably from the date of grant to the date on which the employee becomes retirement eligible. Beginning in 2011, stock option grants do not provide for accelerated vesting upon reaching retirement eligibility. We use the Black-Scholes option pricing model to estimate the fair value of stock options.

Restricted stock units (RSUs) granted under both the Award Plan and the Prior Plan are based on the fair market value of our common stock on the date of the award. We recognize the related compensation expense over the three-year vesting period. Employees who are granted RSUs receive the right to receive shares of stock after completion of the vesting period, however, the shares are not issued, and the employees cannot sell or transfer shares prior to vesting and have no voting rights until the RSUs vest, generally three years from the date of the award. Dividend equivalents are paid in cash during the vesting period for RSUs granted prior to April 2010. Employees who are granted RSUs subsequent to April 2010, receive dividend-equivalent cash payments only upon vesting. For these RSU awards, the grant date fair value of our common stock is reduced to reflect the delay in payment of dividends.

Under the Directors Plan, directors receive approximately half of their annual compensation in the form of equity-based compensation. Each director may elect to receive his or her equity-based compensation in the form of stock units that track investment returns to changes in value of our common stock with dividends reinvested, options to purchase common stock, or a combination of the two. Under the Directors Plan, options to purchase common stock have an exercise price of 100% of the market value of the underlying stock on the date of grant. Stock options and stock units issued under the Directors Plan vest half on June 30 following the date of grant and half on December 31 following the date of grant, except in certain circumstances. The maximum term of a stock option is 10 years.

Our stockholders have approved the Award Plan, the Prior Plan and the Directors Plan, as well as the number of shares of our common stock authorized for issuance under these plans. At December 31, 2011, inclusive of the shares reserved for outstanding stock options and RSUs, we had 40 million shares reserved for issuance under our stock option and award plans. At December 31, 2011, 11 million of the shares reserved for issuance remained available for grant under the plans. We issue new shares upon the exercise of stock options or when restrictions on RSUs have been satisfied.

Summary of 2011 Activity

As of December 31, 2011, we had \$181 million of unrecognized compensation cost related to nonvested stock options and RSUs. We expect that cost to be recognized over a weighted average period of 1.6 years. We received cash from the exercise of stock options totaling \$116 million, \$59 million, and \$40 million during 2011, 2010, and 2009. In addition, we realized tax benefits of \$56 million, \$47 million, and \$56 million from stock-based compensation activities during 2011, 2010, and 2009.

2011 Activity

Stock Options

The following table summarizes stock option activity during 2011:

	<i>Number of Stock Options (In thousands)</i>	<i>Weighted Average Exercise Price</i>	<i>Weighted Average Remaining Contractual Life (In years)</i>	<i>Aggregate Intrinsic Value (In millions)</i>
Outstanding at December 31, 2010	24,497	\$75.90		
Granted	2,540	79.60		
Exercised	(2,257)	51.56		
Terminated	(221)	83.77		
Outstanding at December 31, 2011	24,559	78.45	5.7	\$204.1
Vested and expected-to-vest at December 31, 2011	24,476	78.45	5.6	204.0
Vested at December 31, 2011	18,356	78.41	4.8	187.1

Stock options vest over three years and have 10-year terms. Exercise prices of stock options awarded for all periods were equal to the market price of the stock on the date of grant. The following table pertains to stock options that were granted, vested, and exercised in 2011, 2010, and 2009:

<i>(In millions, except for grant-date fair value of stock options)</i>	<i>2011</i>	<i>2010</i>	<i>2009</i>
Weighted average grant-date fair value of stock options granted	\$13.06	\$14.05	\$14.91
Aggregate fair value of all the stock options that vested	60	71	72
Aggregate intrinsic value of all of the stock options exercised	60	50	37

We estimate the fair value for stock options at the date of grant using the Black-Scholes option pricing model, which requires us to make certain assumptions. We base the risk-free interest rate on U.S. Treasury zero-coupon issues with a remaining term equal to the expected life assumed at the date of grant. The dividend yield is determined based on estimated dividend payments and changes to our stock price during the expected option life. We estimate volatility based on the historical volatility of our daily stock price over the past five years, which is commensurate with the expected life of the options. We base the average expected life on the contractual term of the stock option, historical trends in employee exercise activity, and post-vesting employment termination trends. We estimate forfeitures at the date of grant based on historical experience. The impact of forfeitures is not material.

We used the following weighted average assumptions in the Black-Scholes option pricing model to determine the fair values of stock-based compensation awards during 2011, 2010, and 2009:

	<i>2011</i>	<i>2010</i>	<i>2009</i>
Risk-free interest rate	1.97%	2.49%	1.69%
Dividend yield	4.20%	3.40%	2.30%
Volatility factors	0.277	0.272	0.244
Expected option life	5 years	5 years	5 years

RSUs

The following table summarizes activity related to nonvested RSUs during 2011:

	<i>Number of RSUs (In thousands)</i>	<i>Weighted Average Grant-Date Fair Value Per Share</i>
Nonvested at December 31, 2010	3,756	\$82.53
Granted	2,021	79.21
Vested	(1,122)	94.41
Terminated	(353)	77.81
Nonvested at December 31, 2011	4,302	\$78.25

Note 13 – Legal Proceedings, Commitments, and Contingencies

We are a party to or have property subject to litigation and other proceedings, including matters arising under provisions relating to the protection of the environment. We believe the probability is remote that the outcome of each of these matters, including the legal proceedings discussed below, will have a material adverse effect on the Corporation as a whole, notwithstanding that the unfavorable resolution of any matter may have a material effect on our net earnings in any particular quarter. Among the factors that we consider in this assessment are the nature of existing legal proceedings and claims, the asserted or possible damages or loss contingency (if estimable), the progress of the case, existing law and precedent, the opinions or views of legal counsel and other advisers, our experience in similar cases and the experience of other companies, the facts available to us at the time of assessment, and how we intend to respond to the proceeding or claim. Our assessment of these factors may change over time as individual proceedings or claims progress. Unless otherwise indicated, a range of loss associated with any individual legal proceeding set forth below reasonably cannot be estimated. We cannot predict the outcome of legal proceedings with certainty. These matters include the following items.

Legal Proceedings

On July 20, 2011, the City of Pontiac General Employees' Retirement System filed a class action lawsuit against us and three of our executive officers (Robert J. Stevens, Chairman and Chief Executive Officer, Bruce L. Tanner, Executive Vice President and Chief Financial Officer, and Linda R. Gooden, Executive Vice President, IS&GS) in the U.S. District Court for the Southern District of New York. The complaint was filed on behalf of purchasers of our common stock from April 21, 2009 through July 21, 2009 and alleges that we violated certain sections of the federal securities laws by allegedly making statements, primarily about the then-expected performance of our IS&GS business segment, that contained either false statements of material facts or omitted material facts necessary to make the statements made not misleading, or engaged in other acts that operated as an alleged fraud upon class members who purchased our common stock during that period. The complaint further alleges that the statutory safe harbor provided for forward-looking statements does not apply to any of the allegedly false statements. The complaint does not allege a specific amount of monetary damages. We believe that the allegations are without merit and are defending against them.

Two additional actions were filed that repeat substantially the same allegations as those in the City of Pontiac General Employees' Retirement System case (described above). On September 9, 2011, Joyce Cavanagh-Wood, filed a shareholder derivative action in the Circuit Court for Montgomery County, Maryland, naming Mr. Stevens, Mr. Tanner, and each of the current directors of Lockheed Martin as well as the individuals who were Lockheed Martin directors at the time of the activities alleged in the complaint. The two actions allege breach of fiduciary duty, mismanagement, unjust enrichment, abuse of control, and waste of corporate assets relating to substantially the same allegations as the City of Pontiac General Employees' Retirement System case. Similarly, on October 11, 2011, Renee Smith, individually and on behalf of others, filed a shareholder derivative action in the U.S. District Court for the Southern District of New York, naming the same defendants (excluding Rosalind Brewer) and making substantially the same allegations. We believe that the allegations are without merit and are defending against them.

On April 24, 2009, we filed a declaratory judgment action against the N.Y. Metropolitan Transportation Authority and its Capital Construction Company (collectively, the MTA) asking the U.S. District Court for the Southern District of N.Y. to find that the MTA is in material breach of our agreement based on the MTA's failure to provide access to sites where work must be performed and customer-furnished equipment necessary to complete the contract. The MTA filed an answer and counterclaim alleging that we breached the contract, and subsequently terminated the contract for alleged default. The MTA is seeking monetary damages and other relief under the contract, including the cost to complete the contract and potential re-procurement costs. The contract had a total value of \$323 million, of which \$241 million was paid to us. We dispute the MTA's allegations and are defending against them.

On September 11, 2006, we and Lockheed Martin Investment Management Company (LMIMCo), a subsidiary, were named as defendants in a lawsuit filed in the U.S. District Court for the Southern District of Illinois, seeking to represent a class of purportedly similarly situated participants and beneficiaries in two of our 401(k) plans. Plaintiffs allege that we or LMIMCo caused our plans to pay expenses that were higher than reasonable by, among other actions, permitting service providers of the plans to engage in revenue sharing, paying investment management fees for the company stock funds, and causing the company stock funds to hold cash for liquidity, thus reducing the return on those funds. The plaintiffs also allege that we failed to disclose information appropriately relating to the fees associated with managing the plans. In August 2008, plaintiffs filed an amended complaint, adding allegations that we breached fiduciary duties under ERISA by providing inadequate disclosures with respect to the Stable Value Fund offered under our 401(k) plans. The complaint does not allege a specific calculation of damages, and we cannot reasonably estimate the possible loss, or range of loss, which could be

incurred if the plaintiffs were to prevail in the allegations, but believe that we have substantial defenses. We dispute the allegations and are defending against them. On March 31, 2009, the Judge dismissed a number of the plaintiffs' claims, leaving three claims for trial, specifically the plaintiffs' claims involving the company stock funds, the Stable Value Fund, and overall fees. The Court also granted class certification on two of the plaintiffs' claims. We appealed the class certification. On March 15, 2011, the U.S. Court of Appeals for the Seventh Circuit vacated the Court's class certification. The case has been remanded to the District Court.

On August 28, 2003, the DoJ filed complaints in partial intervention in two lawsuits filed under the qui tam provisions of the Civil False Claims Act in the U.S. District Court for the Western District of Kentucky, *United States ex rel. Natural Resources Defense Council, et al., v. Lockheed Martin Corporation, et al.*, and *United States ex rel. John D. Tillson v. Lockheed Martin Energy Systems, Inc., et al.* The DoJ alleges that we committed violations of the Resource Conservation and Recovery Act at the Paducah Gaseous Diffusion Plant by not properly handling, storing, and transporting hazardous waste and that we violated the False Claims Act by misleading Department of Energy officials and state regulators about the nature and extent of environmental noncompliance at the plant. The complaint does not allege a specific calculation of damages, and we cannot reasonably estimate the possible loss, or range of loss, which could be incurred if the plaintiff were to prevail in the allegations, but believe that we have substantial defenses. We dispute the allegations and are defending against them.

We resolved or reached an agreement in principle to resolve three previously disclosed matters without a material effect to the Corporation's financial statements. These matters were:

- *United States ex rel. Becker and Spencer v. Lockheed Martin Corporation, et al.*, which was filed in the U.S. District Court for the Northern District of Texas and alleged that a subcontractor submitted invalid invoices under the False Claims Act.
- An arbitration proceeding with the U.K. Ministry of Defence related to the "Soothsayer" contract for electronic warfare equipment.
- The litigation we have been in with certain residents of Redlands, California, since 1997 before the California Superior Court for San Bernardino County regarding alleged contribution to regional groundwater contamination.

The United States ex rel. Becker and Spencer and the Redlands matters remain pending, but we expect that they will be resolved definitively in the near term.

Environmental Matters

We are involved in environmental proceedings and potential proceedings relating to soil and groundwater contamination, disposal of hazardous waste, and other environmental matters at several of our current or former facilities, or at third-party sites where we have been designated as a potentially responsible party (PRP). A substantial portion of environmental costs will be included in our net sales and cost of sales in future periods pursuant to U.S. Government regulations. At the time a liability is recorded for future environmental costs, we record a receivable for estimated future recovery considered probable through the pricing of products and services to agencies of the U.S. Government, regardless of the contract form (*e.g.*, cost-reimbursable, fixed price). We continuously evaluate the recoverability of our environmental receivables by assessing, among other factors, U.S. Government regulations, our U.S. Government business base and contract mix, and our history of receiving reimbursement of such costs. We include the portion of those environmental costs expected to be allocated to our non-U.S. Government contracts, or that is determined to be unallowable for pricing under U.S. Government contracts, in our cost of sales at the time the liability is established.

At December 31, 2011 and 2010, the aggregate amount of liabilities recorded relative to environmental matters was \$932 million and \$935 million, of which \$814 million and \$807 million is recorded in other liabilities on the Balance Sheets at December 31, 2011 and 2010, with the remainder recorded in other current liabilities. We have recorded receivables totaling \$808 million and \$810 million at December 31, 2011 and 2010, for the estimated future recovery of these costs, as we consider the recovery probable based on the factors previously mentioned. Of those amounts, \$706 million and \$699 million are recorded in other assets on the Balance Sheets at December 31, 2011 and 2010, with the remainder recorded in other current assets. We project costs and recovery of costs over approximately twenty years.

Environmental cleanup activities usually span several years, which make estimating liabilities a matter of judgment because of such factors as changing remediation technologies, assessments of the extent of contamination, and continually evolving regulatory environmental standards. We consider these and other factors in estimates of the timing and amount of any future costs that may be required for remediation actions, which results in the calculation of a range of estimates for a particular environmental remediation site.

We perform quarterly reviews of the status of our environmental remediation sites and the related liabilities and receivables. We record a liability when it is probable that a liability has been incurred and the amount can be reasonably estimated. The amount of liability recorded is based on our estimate of the costs to be incurred for remediation at a particular site. We do not discount the recorded liabilities, as the amount and timing of future cash payments are not fixed or cannot be reliably determined.

We cannot reasonably determine the extent of our financial exposure in all cases at this time. There are a number of former operating facilities that we are monitoring or investigating for potential future remediation. In some cases, although a loss may be probable, it is not possible at this time to reasonably estimate the amount of any obligation for remediation activities because of uncertainties with respect to assessing the extent of the contamination or the applicable regulatory standard. We also are pursuing claims for contribution to site cleanup costs against other PRPs, including the U.S. Government.

Both the U.S. Environmental Protection Agency and the California Office of Environmental Health Hazard Assessment announced plans in January 2011 to regulate two chemicals, perchlorate and hexavalent chromium, to levels in drinking water that are expected to be substantially lower than the existing public health goals or standards established in California. The rulemaking processes are lengthy ones and may take one or more years to complete. If a substantially lower standard is adopted, we would expect a material increase in our estimates for environmental liabilities and the related assets for the portion of the increased costs that are probable of future recovery in the pricing of our products and services for the U.S. Government. The amount that would be allocable to our non-U.S. Government contracts or that is determined to be unallowable for pricing under U.S. Government contracts would be expensed, which may have a material effect on our earnings in any particular interim reporting period.

We are conducting remediation activities, including under various consent decrees and orders, relating to soil, groundwater, sediment, or surface water contamination at certain sites of former or current operations. Under an agreement related to our Burbank and Glendale, California, sites, the U.S. Government reimburses us an amount equal to approximately 50% of expenditures for certain remediation activities in its capacity as a PRP under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

Operating Leases

We rent certain equipment and facilities under operating leases. Certain major plant facilities and equipment are furnished by the U.S. Government under short-term or cancelable arrangements. Our total rental expense under operating leases was \$347 million, \$399 million, and \$370 million for 2011, 2010, and 2009. Future minimum lease commitments at December 31, 2011 for all operating leases that have a remaining term of more than one year were \$1.0 billion (\$264 million in 2012, \$200 million in 2013, \$139 million in 2014, \$97 million in 2015, \$71 million in 2016 and \$246 million in later years).

Letters of Credit, Surety Bonds, and Third-Party Guarantees

We have entered into standby letters of credit, surety bonds, and third-party guarantees with financial institutions and other third parties primarily relating to advances received from customers and the guarantee of future performance on certain contracts. Letters of credit and surety bonds generally are available for draw down in the event we do not perform. In some cases, we may guarantee the contractual performance of third parties such as joint venture partners. We have total outstanding letters of credit, surety bonds, and third-party guarantees aggregating \$3.9 billion and \$4.2 billion at December 31, 2011 and 2010. Of these amounts, \$907 million and \$1.0 billion relate to third-party guarantees.

Approximately 85% of the \$907 million and \$1.0 billion in third-party guarantees outstanding at December 31, 2011 and 2010 related to guarantees of the contractual performance of joint ventures to which we currently are or previously were a party. This amount represents our estimate of the maximum amount we would expect to incur upon the contractual non-performance of the joint venture partners. We evaluate the reputation, technical capabilities, and credit quality of

potential joint venture partners. In addition, we generally have cross-indemnities in place that may enable us to recover amounts that may be paid on behalf of a joint venture partner. We believe our current and former joint venture partners will be able to perform their obligations, as they have done through December 31, 2011, and that it will not be necessary to make payments under the guarantees.

United Launch Alliance

In connection with our 50% ownership interest of United Launch Alliance, L.L.C. (ULA), we and The Boeing Company (Boeing) have each received distributions totaling \$352 million (since ULA's formation in December 2006) which are subject to agreements between us, Boeing, and ULA, whereby, if ULA does not have sufficient cash resources or credit capacity to make payments under the inventory supply agreement it has with Boeing, both we and Boeing would provide to ULA, in the form of an additional capital contribution, the level of funding required for ULA to make those payments. Any such capital contributions would not exceed the amount of the distributions subject to the agreements. We currently believe that ULA will have sufficient operating cash flows and credit capacity, including access to its \$400 million revolving credit agreement from third-party financial institutions, to meet its obligations such that we would not be required to make a contribution under these agreements.

In addition, both we and Boeing have cross-indemnified each other for certain financial support arrangements (*e.g.*, letters of credit or surety bonds provided by either party) and guarantees by us and Boeing of the performance and financial obligations of ULA under certain launch service contracts. We believe ULA will be able to fully perform its obligations, as it has done through December 31, 2011, and that it will not be necessary to make payments under the cross-indemnities or guarantees.

Our 50% ownership share of ULA's net assets exceeded the book value of our investment by approximately \$395 million, which we are recognizing as income ratably over 10 years. This yearly amortization and our share of ULA's net earnings are reported as equity in net earnings (losses) of equity investees in other income, net on our Statements of Earnings. Our investment in ULA totaled \$574 million and \$513 million at December 31, 2011 and 2010.

Note 14 – Acquisitions and Divestitures

Acquisitions

We used \$649 million in 2011 for acquisition activities including the acquisition of QTC, which provides outsourced medical evaluation services to the U.S. Government, and Sim-Industries B.V., a commercial aviation simulation company. QTC has been included within our IS&GS business segment, and Sim-Industries B.V. has been included within our Electronic Systems business segment. Both acquisitions occurred in the fourth quarter of 2011. We have accounted for the acquisition of businesses under the acquisition method, which required us to measure all of the assets acquired and liabilities assumed at their acquisition-date fair values. Purchase allocations related to these acquisitions resulted in recording goodwill aggregating \$547 million, including \$113 million that will be amortized for tax purposes, and \$133 million of other intangible assets, primarily relating to the value of customer relationships and trade names we acquired.

Divestitures

During the third quarter of 2011, we committed to a plan to sell Savi Technology, Inc. (Savi), a logistics business within our Electronic Systems business segment, within one year. The operating results of Savi are included in discontinued operations on our Statements of Earnings for all periods presented. The assets and liabilities of Savi have not been classified as held for sale on our 2011 Balance Sheet, as the amounts are not material.

In April 2011, we closed on the sale of PAE, a business within our IS&GS business segment, for cash and the beneficial interest in certain receivables. PAE's operating results are included in discontinued operations on our Statements of Earnings for 2009, 2010, and 2011 through the date of sale, and its assets and liabilities are classified as held for sale on our 2010 Balance Sheet.

As a result of our decision to sell PAE and Savi, we were required to record deferred tax assets to reflect the tax benefit that we expected to realize on the sale of those businesses because our tax basis was higher than our book basis. Accordingly, we recorded a \$15 million deferred tax asset in 2011 and a \$182 million deferred tax asset in 2010 related to PAE. We also recorded a net benefit of \$40 million in 2011 related to the decision to sell Savi, the principal driver of which is the recognition of a deferred tax asset. We also recorded a \$109 million impairment charge related to PAE in 2010. The

impairment charge, which was determined using a Level 3 valuation that was based on inputs and analysis used to estimate the expected net proceeds from the sale transaction, reduced the carrying value of PAE to equal the expected net proceeds from the transaction. These amounts are included in “Other adjustments” in the table below, which also includes other charges associated with Savi and the sale of PAE that were incurred in 2011.

In November 2010, we closed on the sale of EIG, a business within our IS&GS business segment, for \$815 million and recognized a gain, net of tax, of \$184 million (\$50 per share) in 2010, which is included in discontinued operations. We received proceeds, net of \$17 million in transaction costs, of \$798 million related to the sale, which are included in investing activities on our 2010 Statement of Cash Flows. We made a \$260 million tax payment related to the sale which is included in operating activities on our 2010 Statement of Cash Flows. EIG’s operating results are included in discontinued operations on our Statements of Earnings for 2009 and 2010 through the date of sale. Additional amounts related to the completion of certain post-closing items, such as working capital adjustments, may be recorded in discontinued operations in periods subsequent to the sale date.

In the following table, we have combined the results of operations of PAE, EIG, and Savi, as the amounts for the individual businesses are not material. Summary financial information related to discontinued operations is as follows:

<i>(In millions)</i>	2011	2010	2009
Net sales	\$193	\$1,177	\$1,279
Earnings (loss) before income taxes	(40)	17	24
Earnings (loss) after income taxes	(28)	7	6
Gain on sale of EIG, after income taxes	—	184	—
Other adjustments	16	73	—
Net earnings (loss) from discontinued operations	\$ (12)	\$ 264	\$ 6

The major classes of assets and liabilities related to PAE and classified as held for sale on our December 31, 2010 Balance Sheet consisted of the following: receivables, net of \$253 million, goodwill and other assets of \$143 million, accounts payable and accrued expenses of \$125 million, and other liabilities of \$79 million.

Note 15 – Fair Value Measurements

Our assets and liabilities that are measured and recorded at fair value on our Balance Sheets on a recurring basis consist of our short-term investments, investments held in a Rabbi Trust (Note 1), and derivative assets and liabilities. The following table presents these assets and liabilities and their level within the fair value hierarchy:

<i>(In millions)</i>	December 31, 2011			December 31, 2010		
	Total	Level 1	Level 2	Total	Level 1	Level 2
Assets						
Equity securities ^(a)	\$ 91	\$ 91	\$—	\$ 86	\$ 86	\$—
Mutual funds ^(a)	380	380	—	450	450	—
U.S. Government securities ^(b)	211	—	211	719	—	719
Other securities ^(b)	102	—	102	104	—	104
Derivative assets ^(c)	43	—	43	26	—	26
Liabilities						
Derivative liabilities ^(c)	26	—	26	33	—	33

^(a) Equity securities and interests in mutual funds are valued using quoted market prices.

^(b) U.S. Government securities and other securities, which consist primarily of corporate debt securities, U.S. Government-sponsored enterprise securities, and mortgage backed securities, are valued based on inputs other than quoted prices that are observable for the asset (e.g., interest rates and yield curves observable at commonly quoted intervals).

^(c) Derivative assets and liabilities relate to foreign currency exchange and interest rate swap contracts and are valued based on observable market prices (e.g., interest rates and yield curves observable at commonly quoted intervals), but are not exchanged in an active market.

Our cash equivalents include highly liquid instruments with original maturities of 90 days or less. Due to the short maturity of these instruments, the carrying amount on our Balance Sheets approximates fair value. Our accounts receivable

and accounts payable are carried at cost, which approximates fair value. The estimated fair values of our long-term debt instruments at December 31, 2011 and 2010, aggregated approximately \$7.8 billion and \$6.2 billion, compared with a carrying amount of approximately \$7.0 billion and \$5.5 billion, which excludes \$506 million and \$505 million of unamortized discounts. The fair values were estimated based on quoted market prices of debt with terms and due dates similar to our long-term debt instruments.

Note 16 – Summary of Quarterly Information (Unaudited)

<i>(In millions, except per share data)</i>	<i>2011 Quarters</i>			
	<i>First^(a)</i>	<i>Second^(a)</i>	<i>Third</i>	<i>Fourth</i>
Net sales ^(b)	\$10,626	\$11,543	\$12,119	\$12,211
Operating profit	864	993	1,041	1,082
Net earnings from continuing operations ^(c)	556	748	665	698
Net earnings (loss) from discontinued operations ^(d)	(26)	(6)	35	(15)
Net earnings	530	742	700	683
Basic earnings per share ^(e)	1.52	2.16	2.12	2.12
Diluted earnings per share ^(e)	1.50	2.14	2.10	2.09

<i>(In millions, except per share data)</i>	<i>2010 Quarters</i>			
	<i>First^(a)</i>	<i>Second^(a)</i>	<i>Third</i>	<i>Fourth</i>
Net sales ^(b)	\$10,308	\$11,259	\$11,343	\$12,761
Operating profit	938	1,119	877	1,115
Net earnings from continuing operations ^(c)	519	717	557	821
Net earnings from discontinued operations ^(d)	14	107	3	140
Net earnings	533	824	560	961
Basic earnings per share ^(e)	1.43	2.24	1.56	2.70
Diluted earnings per share ^(e)	1.41	2.22	1.54	2.67

- ^(a) Net sales, operating profit, and net earnings (loss) from continuing and discontinued operations varies from the amounts previously reported on Forms 10-Q as a result of Savi being classified as discontinued operations in the third quarter of 2011.
- ^(b) The decrease in net sales from the fourth quarter of 2010 to the fourth quarter of 2011 is primarily due to declines in net sales at our Electronic Systems, IS&GS, and Space Systems business segments. The decline at Electronic Systems was primarily due to fewer deliveries on tactical missile programs and net declines in volume on various other programs. The decline at IS&GS was primarily due to lower volume due to the absence of the Decennial Response Integration System (DRIS) program that supported the 2010 U.S. census and a decline in activities on the Airborne Maritime Fixed Station Joint Tactical Radio System (JTRS). The decline at Space Systems was primarily due to decreased volume related to satellite activities.
- ^(c) The second quarter of 2011 included a reduction in income tax expense of \$89 million due to the resolution of certain tax matters (Note 8) and a charge of \$97 million (\$63 million after tax) related to severance actions (Note 2). The fourth quarter of 2011 included an increase of \$107 million (\$66 million after tax) in the non-cash FAS/CAS pension expense adjustment and a decrease in R&D tax credits of \$36 million, each as compared to the fourth quarter of 2010, and included a premium of \$46 million (\$28 million after tax) on the early extinguishments of debt. The first quarter of 2010 included an increase in income tax expense of \$96 million resulting from legislation that eliminated the tax deduction for benefit costs reimbursed under Medicare Part D (Note 8). The third quarter of 2010 included a charge of \$178 million (\$116 million after tax) related to the VESP (Note 2). The fourth quarter of 2010 included a charge of \$42 million (\$27 million after tax) related to facilities consolidation within our Electronic Systems business segment (Note 2).
- ^(d) The third quarter of 2011 included a tax benefit of \$66 million related to Savi and the second quarter of 2010 included a tax benefit of \$96 million related to PAE, both of which were recorded when the decision was made to dispose of each business. The fourth quarter of 2010 included a gain of \$184 million from the sale of EIG. See Note 14 for further information related to these items.
- ^(e) The sum of the quarterly earnings per share amounts do not equal the earnings per share amount included on our Statements of Earnings, primarily due to the timing of our share repurchases during 2011 and 2010.

APPENDIX B GOVERNMENT PRODUCT/SERVICE ACCESSIBILITY TEMPLATE (GPAT)

Government Product Accessibility Template for Software Development Services

Summary

- Column one involves consideration of all the Sections of the Standard that might apply to any deliverable. The total number of provisions within each Section of the Standard is shown in parentheses.
- Column two identifies the total number of provisions that typically apply to a deliverable of this type. Some of these may not be features of the vendor’s deliverable. Conversely, others not noted may be features of the vendor’s deliverable. If the deliverable involves consideration of additional features, the accessibility of these features must also be considered.
- Column three is for general notes about the Sections of the Standard. Some apply to all deliverables and some are specific to the deliverable.
- Column four is a summary of the vendor’s response to applicable provisions and additional deliverable features from the Sections of the Standard.
- Column five is where the vendor can note explanations for any of the preceding columns, e.g. there are differences between expected applicable provisions and actual product features.

Figure B-1: GPAT Summary

CFR 1194 Standard Sections	Total Number of Possible Applicable Provisions	Notes	Total Number of Supported Provisions			Please explain
			Fully	Partial	Not	
Section 1194.21 Software Applications and Operating Systems (12 provisions)	12	(b) (4)		X		(b) (4)
Section 1194.22 Web-based Internet and Intranet Information and Applications (16 provisions)	15	(b) (4)		X		
Section 1194.23 Telecommunications Products (14 provisions)	0					
Section 1194.24 Video and Multimedia Products (5 provisions)	1	(b) (4)	X			
Section 1194.25 Self-Contained, Closed Products (13 provisions)	0					N/A

Figure B-1: GPAT Summary

CFR 1194 Standard Sections	Total Number of Possible Applicable Provisions	Notes	Total Number of Supported Provisions			Please explain
			Fully	Partial	Not	
Section 1194.26 Desktop and Portable Computers (4 provisions)	0					N/A
Section 1194.31 Functional Performance Criteria (6 provisions)	4	(b) (4)		X		
Section 1194.41 Information, Documentation and Support (3 provisions)	3	(b) (4)		X		(b) (4)

Subpart B -- Technical Standards

Note: If there is a possibility that the provision applies, the default value is “Yes”.

- Column one is the full text of the provision from the Standard.
- Column two documents the agency’s accessibility requirement based on common characteristics of the EIT deliverable. Place a Yes or No in this column based on program need and actual characteristics of your expected deliverable (i.e., Is this provision seen as applicable to the expected deliverable?)
- Column three provides explanatory information about the provision to help both the agency in determining applicability and the vendor in providing accessibility information.
- Column four is for the vendor to check off whether the deliverable meets, partially meets or does not meet the specific provision.
- Column five is for the vendor to provide an explanation of how the deliverable meets or does not meet the specific provision. It is also an opportunity to explain why a deliverable does not have an applicable feature or why it has a feature that was not identified as applicable.

Figure B-2: Section 1194.21 Software Applications and Operating Systems

Provision Text	Applicable	Notes	How does the EIT meet this requirement?	Please explain
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Yes	(b) (4)	X_Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4)

Figure B-2: Section 1194.21 Software Applications and Operating Systems

<i>Provision Text</i>	<i>Applicable</i>	<i>Notes</i>	<i>How does the EIT meet this requirement?</i>	<i>Please explain</i>	
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.	Yes		<input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	(b)	(4)
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Yes		<input type="checkbox"/> Fully <input checked="" type="checkbox"/> Partially <input type="checkbox"/> No	(b)	(4)
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Yes		<input type="checkbox"/> Fully <input checked="" type="checkbox"/> Partially <input type="checkbox"/> No	(b)	(4)
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Yes	(b) (4)	<input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	(b)	(4)
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Yes		<input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	(b)	(4)
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Yes		<input type="checkbox"/> Fully <input checked="" type="checkbox"/> Partially <input type="checkbox"/> No	(b)	(4)
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Yes	(b) (4)	<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input checked="" type="checkbox"/> No	(b)	(4)
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Yes	(b) (4)	<input type="checkbox"/> Fully <input checked="" type="checkbox"/> Partially <input type="checkbox"/> No	(b)	(4)
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Yes	(b) (4)	<input type="checkbox"/> Fully <input checked="" type="checkbox"/> Partially	(b)	(4)

Figure B-2: Section 1194.21 Software Applications and Operating Systems

<i>Provision Text</i>	<i>Applicable</i>	<i>Notes</i>	<i>How does the EIT meet this requirement?</i>	<i>Please explain</i>
ed.		(b) (4)	<input type="checkbox"/> No	(b) (4)
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Yes	(b) (4)	<input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4)
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Yes	(b) (4)	<input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4)

Figure B-3: Section 1194.22 Web-based Intranet and Internet Information and Applications

<i>Provision Text</i>	<i>Applicable</i>	<i>Notes</i>	<i>How does the EIT meet this requirement?</i>	<i>Please explain</i>
(a) A text equivalent for every non-text element shall be provided (e.g., via “alt”, “longdesc”, or in element content).	Yes		<input type="checkbox"/> Fully <input checked="" type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4)
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	No	(b) (4)	<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4)
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Yes		<input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4)
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Yes		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input checked="" type="checkbox"/> No	(b) (4)
(e) Redundant text links shall be provided for each active region of a server-side image map.	Yes		<input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4)
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Yes		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input checked="" type="checkbox"/> No	(b) (4)
(g) Row and column headers shall be identified for data	Yes	(b) (4)(b) (4)(b) (4)	<input type="checkbox"/> Fully	(b) (4)

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Provision Text	Applicable	Notes	How does the EIT meet this requirement?	Please explain
tables.		(b) (4)(b) (4)	<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4)
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Yes		<input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4)
(i) Frames shall be titled with text that facilitates frame identification and navigation	Yes		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input checked="" type="checkbox"/> No	(b) (4)
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Yes	(b) (4)	<input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4)
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Yes	(b) (4)	<input type="checkbox"/> Fully <input checked="" type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4)
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Yes		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input checked="" type="checkbox"/> No	(b) (4)
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with Section 1194.21(a) through (l).	Yes		<input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4)
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Yes	(b) (4)	<input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4)
(o) A method shall be provided that permits users to skip repetitive navigation links.	Yes		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input checked="" type="checkbox"/> No	
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Yes	(b) (4)	<input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4)

Figure B-4: Section 1194.23 Telecommunications Products

<i>Provision Text</i>	<i>Applicable</i>	<i>Notes</i>	<i>How does the EIT meet this requirement?</i>	<i>Please explain</i>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer,	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially	N/A

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<i>Provision Text</i>	<i>Applicable</i>	<i>Notes</i>	<i>How does the EIT meet this requirement?</i>	<i>Please explain</i>
non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.			<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Yes		<input type="checkbox"/> Fully <input checked="" type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4) (b) (4)
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Yes		<input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A

Figure B-5: Section 1194.24 Video and Multimedia Products

<i>Provision Text</i>	<i>Applicable</i>	<i>Notes</i>	<i>How does the EIT meet this requirement?</i>	<i>Please explain</i>
(a) All analog television displays 13 inches and larger, and computer equipment that involves consideration of analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, video-tape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that involves consideration of DTV receiver or display circuitry, shall be equipped with caption decoder circuitry	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A

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<i>Provision Text</i>	<i>Applicable</i>	<i>Notes</i>	<i>How does the EIT meet this requirement?</i>	<i>Please explain</i>
which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.				
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Yes		<input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	

Figure B-6: Section 1194.25 Self-Contained, Closed Products

<i>Provision Text</i>	<i>Applicable</i>	<i>Notes</i>	<i>How does the EIT meet this requirement?</i>	<i>Please explain</i>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with Section 1194.23 (k) (1) through (4).	No		<input type="checkbox"/> Fully <input checked="" type="checkbox"/> Partially <input type="checkbox"/> No	
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A

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<i>Provision Text</i>	<i>Applicable</i>	<i>Notes</i>	<i>How does the EIT meet this requirement?</i>	<i>Please explain</i>
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(j) (1) Products which are freestanding, nonportable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(j)(2) Products which are freestanding, nonportable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(j)(3) Products which are freestanding, nonportable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 40 inches maximum and 15 inches minimum above the floor.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(j)(4) Products which are freestanding, nonportable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A

Figure B-7: Section 1194.26 Desktop and Portable Computers

<i>Provision Text</i>	<i>Applicable</i>	<i>Notes</i>	<i>How does the EIT meet this requirement?</i>	<i>Please explain</i>
a) All mechanically operated controls and keys shall comply with Section 1194.23 (k) (1) through (4).	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with Section 1194.23 (k) (1) through (4).	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A

Subpart C -- Functional Performance Criteria

Figure B-8: Section 1194.31 Functional Performance Criteria

<i>Provision Text</i>	<i>Applicable</i>	<i>Notes</i>	<i>How does the EIT meet this requirement?</i>	<i>Please explain</i>
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Yes		<input type="checkbox"/> Fully <input checked="" type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4) (b) (4)
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Yes		<input type="checkbox"/> Fully <input checked="" type="checkbox"/> Partially <input type="checkbox"/> No	
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided.	Yes		<input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	No		<input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	N/A
(e) At least one mode of operation and information	No		<input type="checkbox"/> Fully	N/A

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<i>Provision Text</i>	<i>Applicable</i>	<i>Notes</i>	<i>How does the EIT meet this requirement?</i>	<i>Please explain</i>
retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.			<input type="checkbox"/> Partially <input type="checkbox"/> No	
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Yes		<input checked="" type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4)

Subpart D -- Information, Documentation, and Support

Figure B-9: Section 1194.41 Information, Documentation, and Support

<i>Provision Text</i>	<i>Applicable</i>	<i>Notes</i>	<i>How does the EIT meet this requirement?</i>	<i>Please explain</i>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.	Yes		<input type="checkbox"/> Fully <input checked="" type="checkbox"/> Partially <input type="checkbox"/> No	(b) (4)
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Yes		<input type="checkbox"/> Fully <input checked="" type="checkbox"/> Partially <input type="checkbox"/> No	
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Yes		<input type="checkbox"/> Fully <input checked="" type="checkbox"/> Partially <input type="checkbox"/> No	

APPENDIX C PAST EXPERIENCE/PAST PERFORMANCE REFERENCE INFORMATION

We assembled a team of partners to provide a broad range of capabilities to support the seven technical service areas and provide application, engineering, planning, migration, interface design, training, and telecom and network additional services.

C.1 LOCKHEED MARTIN REFERENCES

Project Title: Jet Propulsion Laboratory (JPL) Desktop and Institution Computing Environment (DICE)			
Contractor: Lockheed Martin Corporation			
1. Complete name of Government agency, commercial firm, or other organization:		California Institute of Technology (Cal Tech); Site Operator for National Aeronautics Space Administration (NASA) Jet Propulsion Laboratory (JPL)	
2. Complete address:		4800 Oak Grove Dr., Pasadena, CA 91109-8099	
3. Contract number or other reference:		JPL Subcontract 1312203	4. Date of contract
01/01/08		01/01/08	
5. Date work was begun:	01/01/08	6. Date work was completed:	Options exercised through 707/31/13; Full Term: 12/31/17
7. Estimated contract price:		(b) (4)	8. Final amount invoiced or amount invoiced to date:
As of 07/31/12: \$140.2M			
9a. Technical point of contact:	Robert C. Sadler COTR M/S 602-112 4800 Oak Grove DR Pasadena, CA 91109-8099 (818) 354-7866 robert.c.sadler@jpl.nasa.gov	9b. Contracting or purchasing point of contact:	Steven L. Simpson JPL Subcontracts Mgr. M/S 201-203 4800 Oak Grove DR Pasadena, CA 91109-8099 (818) 354-7243 steven.l.simpson@jpl.nasa.gov
10. Location of work (country, state or province, county, city):		United States, California, Los Angeles County, Pasadena and Altadena	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>Scope of Work: LM provides enterprise IT services to the NASA Jet Propulsion Lab (JPL) Office of Chief Information Officer (OCIO) in a relationship that reaches back over 14 years. The contractual arrangement is through Cal Tech, the Federally Funded Research and Development Contractor, as JPL Site operator for NASA. Our performance on the DICE contract continues from the prior Desktop Network Services (DNS) support, while expanding the DNS work scope to add managed and computing capacity services. We provide an integrated, managed solution for the JPL desktop and institutional computing environment, ensuring IT services lead industry in adopting new technologies.</p> <p>LM has a trusted partnership with JPL that produces significant support and end-user satisfaction in the JPL community, to include integrating support into the Launch Operations and Mission Support teams, ensuring mission success.</p> <p>The relevance of the JPL DICE program to DOI FCHS is that LM operates a data center that provides an internal private cloud while hosting a variety of subscribed and managed services: Service Desk, Field Service, and Unified Messaging System. LM provides hardware, computer, mobile, security, software, virtual machines, personal file space, group file space, disaster recovery, and backup and large-scale storage subscriptions, expanding the number of services as required by our customer.</p> <p>Cloud Computing - LM's state-of-the-art data center in Pasadena, Ca. provides DICE computing capacity services; hosts the unified messaging environment that provides email, calendaring, chat, and vault services; and the internal private cloud, which includes servers, virtual servers, and storage (Computing Capacity Services). Computing Capacity Services include personal file space, large-scale storage, virtual server applications, and database and web hosting. (b) (4)</p> <p>(b) (4)</p> <p>JPL Hybrid Cloud - LM recently transitioned the JPL private cloud to a hybrid cloud (private, community and public cloud services) which enables on demand scaling of compute services to meet temporary needs of JPL scientist without having to permanently provision new resources within the JPL data center. (b) (4)</p> <p>(b) (4)</p> <p>Cloud Orchestration Engine – Critical enabler for delivery of all cloud services.</p> <p>Relevance to DOI: The capability of the JPL hybrid cloud solution provides our JPL customer with an industry-leading, premier cloud capability leveraging integrated services into a robust automated service delivery approach enabling user self-service, while automating foundational requirements, processes and activities, such as service requests, security monitoring, operational monitoring, subscriber billing and other service delivery components. Additionally, the end customer has to be guided through a decision process which ensures the appropriate cloud capability is selected (private, community, public, hybrid) and security and privacy requirements implemented. (b) (4)</p> <p>(b) (4) (b) (4) The LM team focused on the challenge and made industry-leading breakthroughs critical to providing the most robust capability possible.</p>			
<ul style="list-style-type: none"> • Institutional IT Services • 8,100 Desktops • 4,400 Mobile subscribers • 5,000 employees • Cloud Computing • 400 Virtual Machine CPU's • 1.7PB of data storage • Hybrid Cloud Computing Unified Messaging 			

Project Title: Jet Propulsion Laboratory (JPL) Desktop and Institution Computing Environment (DICE)			
Contractor: Lockheed Martin Corporation			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered (b) (4) Corrective Actions (b) (4) (b) (4)			
12. Current status of contract (choose one):			
<input type="checkbox"/> Work continuing, on schedule		<input type="checkbox"/> Terminated for convenience	
<input type="checkbox"/> Work continuing, behind schedule		<input type="checkbox"/> Terminated for default	
<input type="checkbox"/> Work completed, no further action pending or underway		<input type="checkbox"/> Other (explain)	
<input type="checkbox"/> Work completed, routine administrative action pending or underway			
<input type="checkbox"/> Work completed, claims negotiations pending or underway			

Project Title: National Cancer Institute Distribution Center (NCIDC)			
Contractor: Lockheed Martin Corporation			
1. Complete name of Government agency, commercial firm, or other organization:		National Cancer Institute	
2. Complete address:	Code: 29MV-00 - DHHS/PSC/SAS/DAM Parklawn Building, Room 5C-18 5600 Fishers Lane Rockville, MD 20857		
3. Contract number or other reference:	Contract: GS-10F-0324L Task Order: HHSP233201200097G	4. Date of contract	January 18, 2012
5. Date work was begun:	01/18/12	6. Date work was completed:	01/17/13
7. Estimated contract price:		8. Final amount invoiced or amount invoiced to date: \$857,727.75 (thru 07/22/12)	
9a. Technical point of contact:	Debra Steverson, COR National Cancer Institute, NIH 3rd Floor 6116 Executive Boulevard, MSC 8322 Bethesda, MD 20892-8322 (301) 594-9058 steversd@mail.nih.gov Bernice Belt, Co-COR National Cancer Institute, NIH 4th Floor 6116 Executive Boulevard, MSC 8322 Bethesda, MD 20892-8322 (301) 594-9047 beltb@amb.nci.nih.gov Note: Ms. Steverson is on detail from 8/1/2012 to 1/31/2013. Ms. Belt is serving as primary COR during this time.	9b. Contracting or purchasing point of contact:	Frank E. Barnett Contract Specialist U.S. DHHS PSC/SAS/DAM 5600 Fishers Lane, Room 5-101 Rockville, MD 20857 (301) 443-9432 Frank.Barnett@psc.hhs.gov
10. Location of work (country, state or province, county, city):	United States, Maryland, Baltimore, Baltimore United States, Maryland, Montgomery, Rockville		
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>Scope of Work: The National Cancer Institute (NCI) Distribution Center (NCIDC) is responsible for providing logistical and operational support to the Office of Communications and Education (OCE) and other NCI Divisions and programs for the warehousing and distribution of NCI materials. Distribution activities are in response to requests from multiple access points and publications ordering websites. NCIDC also provides inventory management; data reporting; customer service for requesters, the NCI Cancer Information Service (CIS), and NCI staff who store and distribute materials; and special support for NCI initiatives as directed by the Contracting Officer's Representatives.</p> <p>(CORs). Support to NCI offices includes special orders, targeted mailings, shipments to exhibits, and other ad hoc special projects, as needed. Support services include responding to requests for cancer-related information received via telephone, mail, fax, and email; managing dedicated wireless distribution center that disseminates cancer-related publications; providing Tier II support to the Cancer Information Service related to publications orders; providing support to NCI's Exhibit Program for publications orders and shipments; and providing data analysis regarding publications orders</p> <p>Relevance to DOI: NCIDC provides the cloud environment to host and maintain four websites through which users can view and order NCI publications; the environment includes development, staging, and production virtual machines for database and web hosting. Secure File Transfer Service (SFTP) is currently provided between the cloud environment and an LM-hosted COTS product (b) (4)</p> <p>(b) (4)</p>		<ul style="list-style-type: none"> • NCIDC hosts five websites in a cloud environment that permit various users to place orders for NCI publications. The implementation of a cloud based solution allowed streamlining of the NCI Distribution Center systems infrastructure to the end result of achieved cost savings of more than 53% percent. • All orders are shipped within 24-48 hours from NCIDC's Baltimore facility, ensuring that cancer patients receive information in a timely manner. • The NCI Distribution Center operates at a Six Sigma level of 99.9997% or better (less than one in a million shipping errors). 	
<p>(b) (4) Staff work closely with staff of NCI's contact center to ensure one website supports their needs and to engage contact center staff in limited testing of enhancements. Staff is working to stand up a Disaster Recovery (DR) site in Lockheed's Altadena, Ca. facility in late 2013; the DR approach also involves collaboration with cancer.gov staff as the hosted websites use a cancer.gov domain.</p> <p>NCIDC is a follow-on contract to three previous NCI contracts for similar work, dating back to April 1994. During the past 18 years, LM demonstrated a history of successful deployments of applications, COTS products, custom systems, and web sites to support NCI and the Cancer Information Service. Project implementation and routine production activities were completed in a timely manner and met or exceeded contract</p>			

Project Title: National Cancer Institute Distribution Center (NCIDC)
Contractor: Lockheed Martin Corporation

performance metrics. Quality assurance and continuous process improvement were critical to the success of the prior contracts and continue on the present NCIDC contract. Today, the NCI Distribution Center operates at a lean, Six Sigma level with an accuracy across all distribution operations of 99.9997% or greater.

(b) (4)

LM has consistently received high past performance reports from the government, including an overall 4.5 rating in the final rated year of the most previous contract. The government has acknowledged Lockheed's professional, proactive, and conscientious approach to completing tasks in support of NCI staff and other customers. They also recognized LM's diligence to meet rigorous NIH security requirements and to respond to work requests positively, quickly, and accurately. In addition, on October 20, 2009, LM staff received two National Institutes of Health (NIH) merit awards from the Director of the NCI during the 2009 NCI Awards Ceremony. The awards were given to LM and NCI staff as follows:
 NCI Publications Access and Efficiency Team: In recognition of dedication, commitment, and team effort in providing expanded publication resources to the Federal Government and the Public.
 NCI's Public Inquiries Team: In recognition of the high quality support providing information NCI programs and initiatives to the public, patients, and health professionals.

Key Personnel who Participated in this Contract and are Proposed for this Effort

Name	Role	Duration	Extent of Involvement
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Addressed as needed by Task Order

Problems Encountered/Corrective Actions

Problem Encountered— (b) (4)

(b) (4)

Corrective Actions— (b) (4)

(b) (4)

Problem Encountered— (b) (4)

(b) (4)

Corrective Actions— (b) (4)

(b) (4)

12. Current status of contract (choose one):

<input checked="" type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Terminated for convenience
<input type="checkbox"/> Work continuing, behind schedule	<input type="checkbox"/> Terminated for default
<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Other (explain)
<input type="checkbox"/> Work completed, routine administrative action pending or underway	
<input type="checkbox"/> Work completed, claims negotiations pending or underway	

Project Title: DOE Hanford Information Resources (IR)/Content Management Services (CM)			
Contractor: Lockheed Martin Corporation			
1. Complete name of Government agency, commercial firm, or other organization:		Mission Support Alliance, LLC	
2. Complete address:		P.O. Box 650 Richland, WA 99352	
3. Contract number or other reference:		39568	4. Date of contract
			01/01/10
5. Date work was begun:		01/01/10	6. Date work was completed:
			Ongoing through 9/30/2014, with Options through 8/23/2019
7. Estimated contract price:		(b) (4)	8. Final amount invoiced or amount invoiced to date:
			Through 09/2012 \$156,326,488
9a. Technical point of contact:	Benjamin A. Ellison DOE-Richland CIO P.O. Box 550 Richland, WA 99352 (509) 376-5318 ben.ellison@rl.doe.gov	9b. Contracting or purchasing point of contact:	Frank E. Campisi Contract Specialist MSA P.O. Box 650 Richland, WA 99352 (509) 372-0564 Frank_e_campisi@rl.gov
10. Location of work (country, state or province, county, city): USA, Washington, Benton, Richland			
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>Scope of Work: On the Hanford Mission Support Contract (MSC), LM provides Information Resources/Content Management (IR/CM) as a subcontractor to the Mission Support Alliance, LLC (MSA). The MSA, of which LM is a parent company, is the prime contractor providing IT support services for the U.S. Department of Energy (DOE) at Hanford. LM provides cost-effective infrastructure and site services integral and necessary to accomplish the Hanford Site environmental cleanup mission. Prior to the award of the MSC, LM had performed IR/CM scope for more than 14 years under a subcontract to Fluor Hanford. During this time, we met all service-level agreements (SLA) and averaged 98% in award fees, with a final award fee in 2009 of 100%. We continue to perform these services, which include application hosting, data center management, networking engineering, software development, system and database administration, Internet access, desktop management, cyber security, telephone (voice over Internet protocol [VoIP]), service desk, network and security operation center, and records management. See call out box for added details.</p> <p>LM works with MSA, DOE, and Hanford contractor chief information officers to implement and execute information technology (IT) solutions necessary for the Hanford Site programs and projects to complete their missions. The IT services provided are SLA driven and include telephone availability, network availability, Internet availability, remote access availability, service desk first call resolution/average speed to answer, and key application availability. On-time service delivery is one of the key Hanford metrics. LM continues to exceed all delivery requirements allowing MSA to earn 80% of the contract agreed-on performance incentive award and 100% for the IT scope performed by LM.</p> <p>LM has actively engaged in implementing a collaborative environment for 7 campuses spread over approximately 600 square miles. LM has fully leveraged multi-tenant cloud computing, unified communications (e.g., IP-based voice, data, and video), integrated collaboration, and unified messaging within the context of Microsoft Exchange services to enhance Hanford's ability to effectively perform their mission. LM has targeted the delivery of a service with functionality very similar to that defined in the NNSA vision for 2NV. LM has developed a trusted partnership with the DOE Environmental Management (EM) organization focused on effectively applying technology innovation and services to better support EM's achievement of their mission objectives while reducing the cost of IT service delivery.</p> <p>The true benefits of this highly virtualized, multi-tenant cloud services environment were demonstrated in 2011 when approximately 600 DOE personnel (DOE-Richland and Office of River Protection [ORP]) were targeted for transition from operating within the DOE Energy IT Services (EITS)-supported environment to the Hanford DOE Community Cloud. When DOE-Richland transitioned off the Hanford site services many years ago, the transition took several years to perform. The move of these 600 users to the new cloud infrastructure took 3 to 4 months of planning, integration, and testing and included conversion of 75% of users to VDI thin/zero clients. DOE-Richland and ORP each transitioned over separate weekends. The services transitioned included email, active directory, Hanford Local Area Network (HLAN) internet proxy with SPAM and web filtering, network management and monitoring, Network Operations Security Center, storage, Hanford site applications, wireless, VoIP/VTC, instant messaging/chat and BlackBerry services. During a weekend, transition included the movement of over 4TB of user data, favorites, printer mapping, and email with Personal Information Store. On a Friday DOE executives and staff were tied to their desktop and laptop computers operating on the EITS environment. On Monday morning, they were fully operational in the Hanford Cloud with executives sitting in meetings using iPads to access their applications. The transition is saving DOE over \$1M in Operations and Maintenance (O&M) costs each year. Increasingly these Hanford community cloud services are being made available as DOE community services that can be leveraged across DOE EM offices and broader DOE user communities. Similarly, LM is seeking to collaborate and integrate with other DOE initiatives such as 2NV to enable seamless integration and sharing of services across the DOE and eventually the broader federal user community.</p>		<ul style="list-style-type: none"> Established a DOE Hanford secure multi-tenant DOE Community Cloud Service operating at FISMA Moderate Security level. Achieved 100% availability for Network, Internet, Remote Access (goal is > 99.7%) Green Transformation through data center consolidation, advanced computer modeling for optimized green operation, server virtualization, transition to VoIP, unified communication and increased use of VDI/Thin Client technologies. Network services support 8,000 user PCs & 650 Thin Clients, over 500 virtual servers, 250 secure wireless access points, and more than 290 TB of data storage Customer implemented a performance incentive to reduce program cost by \$9M; through implementation of our LM21 program (Six Sigma), we achieved \$20M in cost savings and cost avoidance 	
Key Personnel who Participated in this Contract and are Proposed for this Effort			
Name	Role	Duration	Extent of Involvement
Addressed as needed by Task Order			

Project Title: DOE Hanford Information Resources (IR)/Content Management Services (CM)
Contractor: Lockheed Martin Corporation

Problems Encountered/Corrective Actions

Problem Encountered (b) (4)

(b) (4)

(b) (4)

(b) (4)

Problem Encountered (b) (4)

(b) (4)

Problem Encountered (b) (4)

(b) (4)

Corrective Actions (b) (4)

(b) (4)

12. Current status of contract (choose one):

Work continuing, on schedule

Work continuing, behind schedule

Work completed, no further action pending or underway

Work completed, routine administrative action pending or underway

Work completed, claims negotiations pending or underway

Terminated for convenience

Terminated for default

Other (explain)

C.2 (b) (4) PAST PERFORMANCE

Project Title: Department Of Treasury ITIMS			
Team Member: (b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		Department of Treasury Subcontractor to BAE	
2. Complete address:	1500 Pennsylvania Ave NW Washington DC		
3. Contract number or other reference:	41-1006433	4. Date of contract	10/01/09
5. Date work was begun:	10/01/09	6. Date work was completed:	Ongoing
7. Estimated contract price:	\$3M	8. Final amount invoiced or amount invoiced to date:	Invoiced to date: \$ 2,336,408
9a. Technical point of contact:	(b) (4)	9b. Contracting or purchasing point of contact:	(b) (4)
10. Location of work (country, state or province, county, city):		Washington DC	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>(b) (4) as a subcontractor to BAE Systems works at the Department of Treasury in Washington DC. We provide system administrators, computer operators, help desk operators and tier 2 and 3 desktop support hardware/software personnel.</p> <p>The (b) (4) System Administrators at the Treasury perform the daily activities involved in the configuration and operation of business systems that are mainframe, mini, or client/server based. (b) (4) optimize a system operation and resource use, and provide system performance/capacity management analysis and planning. In addition we provide assistance to users in accessing and using business systems.</p> <p>Computer Operator performs normal data processing operations. Operates and/or interacts with data processing (hardware and software) and teleprocessing environment. (b) (4) applies basic understanding of machine principles, operating systems, system configuration, utility programs, operating procedures, and automation concepts. We identify problems and take corrective action. We perform minor cleaning and maintenance of I/O equipment. Provides assistance to less experienced personnel.</p> <p>Help desk personnel, respond to user trouble tickets to research complex problems associated with the organization's IT infrastructure and telecommunications networks (voice and/or data). (b) (4) diagnoses problem source through discussions with users; coordinates with internal company support and operations groups and/or with vendors to resolve problems. We follow up with users to ensure problem has been resolved; develops supporting documentation of all activities.</p> <p>In the desktop hardware and software support area (b) (4) personnel apply technical expertise with desktop systems for the Treasury. We apply strong problem determination skills in the hardware and software areas. We resolve both tier 2 and 3 problems independently. Our team was heavily involved with the creation, testing and implementation of the image for the Treasury migration to windows 7. The HW/SW desktop team provides assistance to junior Support Room personnel.</p> <p>Relevant functions provided in the performance of this contract include the following:</p> <ul style="list-style-type: none"> • Systems Administration • Computer Engineering • Computer Operation Support • Hardware Specialist Services • Help Desk Coordination • Information Systems Analysis • Systems Engineering • Technical Expertise • User Support Specialist Services • Program Management • Project Management • Software Engineering 			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered	(b) (4)		
Corrective Actions	(b) (4)		
12. Current status of contract (choose one):			
<input type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Terminated for convenience		
<input type="checkbox"/> Work continuing, behind schedule	<input type="checkbox"/> Terminated for default		
<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Other (explain)		
<input type="checkbox"/> Work completed, routine administrative action pending or underway			
<input type="checkbox"/> Work completed, claims negotiations pending or underway			

Project Title: Office Of Solicitors Support			
Team Member: (b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		Department of Interior-Office of the Solicitor	
2. Complete address:		DOI 1849 C Street NW, Washington DC	
3. Contract number or other reference:		D09PX76491	4. Date of contract
5. Date work was begun:		09/30/09	6. Date work was completed:
7. Estimated contract price:		(b) (4)	8. Final amount invoiced or amount invoiced to date:
9a. Technical point of contact:		9b. Contracting or purchasing point of contact:	
Tony Irish Department of the Interior 1951 Constitution Ave. Washington, DC 20245 (202) 208-5065 Tony.Irish@sol.doi.gov		Dana Price Department of Interior National Business Ctr. Division 1/Branch 3 381 Herndon St. Suite 4000 Herndon VA 20170 (703) 964-3563 dana_price@nbc.gov	
10. Location of work (country, state or province, county, city):		Washington DC	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>(b) (4) provides support to the Office of the Solicitors (SOL) providing nationwide security and monitoring services by offering business network monitoring and compliance testing. (b) (4) also has provided network vulnerability analysis, anti-virus policy requirements, weekly anti-virus definition deployments, replication log analysis and monitoring, a Sharepoint site access for logs and reports, C&A requirement reports, we developed a CSIRT team, generated FISMA compliance reports, and we hold weekly meetings with the CIO, BITSM and monthly client meetings. (b) (4) helped meet C&A and POAM guidelines and FISMA requirements for the client in attempts to reconnect to the internet after the client was disconnected for six years by court order. (b) (4) also provides reports to the Cyber Security Division in the OCIO's office in the Department of the Interior to meet Department level requirements.</p> <p>In addition to the security work (b) (4) manages the DOI service desk. Tier 1, 2 and 3 level support is provided to the Office of the Solicitor. (b) (4) team meets or exceeds the service level agreements established by the customer.</p> <p>Relevant functions provided in the performance of this contract include the following:</p> <ul style="list-style-type: none"> • Computer Engineering • Hardware Specialist Services • Help Desk Coordination • User Support Specialist Services • Program Management • Computer Security • Network Management • Network Engineering • Network Installation • Project Management 			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
Name	Role	Duration	Extent of Involvement
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered		(b) (4)	
Corrective Actions		(b) (4)	
Problem Encountered		(b) (4)	
Corrective Actions		(b) (4)	
12. Current status of contract (choose one):			
<input checked="" type="checkbox"/> Work continuing, on schedule		<input type="checkbox"/> Terminated for convenience	
<input type="checkbox"/> Work continuing, behind schedule		<input type="checkbox"/> Terminated for default	
<input type="checkbox"/> Work completed, no further action pending or underway		<input type="checkbox"/> Other (explain)	
<input type="checkbox"/> Work completed, routine administrative action pending or underway			
<input type="checkbox"/> Work completed, claims negotiations pending or underway			

Project Title: Mission Critical Application Support System			
Team Member: (b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		Department of Labor, Division of Information Technology Management and Services	
2. Complete address:		United States Department of Labor 200 Constitution Ave NW Washington, DC 20210	
3. Contract number or other reference:		DOLJ119E32264	4. Date of contract
5. Date work was begun:		09/14/11	6. Date work was completed:
7. Estimated contract price:		(b) (4)	8. Final amount invoiced or amount invoiced to date:
9a. Technical point of contact:		Jeff Nye United States Department of Labor 200 Constitution Ave NW Washington, DC 20210 (202) 693-0395 nye.jeffrev@dol.gov	9b. Contracting or purchasing point of contact:
			Heather Brick United States Department of Labor 200 Constitution Ave NW Washington, DC 20210 (202) 693-4599 brick.heather.a@dol.gov
10. Location of work (country, state or province, county, city):		United States Department of Labor 200 Constitution Ave NW, Washington, DC 20210	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>(b) (4) currently performs a wide variety of tasks for the DOL Division of Information Technology Management and Services (DITMS):</p> <ul style="list-style-type: none"> • Managing and reporting on projects, providing deliverables, and maintaining schedules and budgets. Examples include the following: <ul style="list-style-type: none"> – Interacting with customer to understand need for business solutions – Providing technical guidance, review, and input on projects and designs – Designing and developing technical approaches and strategies, white papers, and manuals for key IT hardware, software, and services. – Researching and recommending technology – Providing roadmaps for a future environment that optimizes the most cost effective mix of COTS and GOTS tools in the DITMS environment – Developing and maintaining DITMS architectures to leverage existing solutions – Performing gap analysis and developing gap analysis reports – Providing MS Project based schedules – Providing actionable budget estimates and contingency plans – Developing Portfolio and Project Dashboards for Senior Management – Development of Fund Accounting Model • Fostering an environment of cooperation and collaboration between (b) (4) and the Department of Labor. Strategies for ensuring cooperation and collaboration include the following: <ul style="list-style-type: none"> – Engaging with DITMS customer base (leaders and team members) – Conducting focus groups with customers to define business needs – Researching the industry and market for emerging technologies and providing presentations to customers – Conducting facilitation sessions with Key Stakeholders to build consensus and acceleration – Ensuring high-quality service at all time and striving for continuous improvement in service delivery. Some examples include the following: <ul style="list-style-type: none"> – Utilizing industry best practices for service and solution delivery – Testing solutions for effectiveness, quality, and acceptance • Ensuring that business solutions meet the Operational Acceptance criteria (Functionality, Performance, Capacity, Availability, Reliability, and Security). <ul style="list-style-type: none"> – Supporting pilot of business solutions as necessary – Integrate with existing DITMS teams for smooth and seamless deployments – Maintaining communication and collaboration with end user customers during project execution • Responding to customer requests in a timely, professional, and appropriate manner. <ul style="list-style-type: none"> – Attending customer related meetings to understand business challenges, initiating opportunities for DITMS business solution support, and ensuring agency understanding of DITMS capabilities – Consulting with DITMS Management to ensure the IT efforts are in line with DITMS' business objectives, solution architecture, and technical requirements – Collaborating with DITMS to improve or fix existing infrastructure – Providing support and guidance related to Strategic IT Planning, IT Governance, Enterprise Architecture, and Datacenter Management and Support – Demonstrating leadership in leading positive change to embrace established IT practices such as ITIL and ITSM <p>Relevant functions provided in the performance of this contract include the following:</p> <ul style="list-style-type: none"> • Systems Administration • Systems Engineering • Program Management • Network Technician Services • Database Administration • Technical Expertise • Computer Security • Project Control Specialist Ser- 			

Project Title: Mission Critical Application Support System			
Team Member: (b) (4)			
• Computer Engineering	• Test Engineering	• Network Management	• vices
• Hardware Specialist Services	• User Support Specialist Services	• Network Control	• Project Management
• Help Desk Coordination	• Business Process Specialist Services	• Network Engineering	• Software Engineering
• Quality Assurance		• Network Installation	• Systems Analysis
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered (b) (4)			
Corrective Actions (b) (4)			
Problem Encountered (b) (4)			
Corrective Actions (b) (4)			
Problem Encountered (b) (4)			
Corrective Actions (b) (4)			
12. Current status of contract (choose one):			
<input checked="" type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Terminated for convenience		
<input type="checkbox"/> Work continuing, behind schedule	<input type="checkbox"/> Terminated for default		
<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Other (explain)		
<input type="checkbox"/> Work completed, routine administrative action pending or underway			
<input type="checkbox"/> Work completed, claims negotiations pending or underway			

C.3 (b) (4)(b) (4)(b) (4) PAST PERFORMANCE

Project Title: Navy Standard Integrated Personnel System Operations, Enterprise Database Environment Management and Software Development			
Team Member: (b) (4)(b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		US Navy – Lockheed Martin	
2. Complete address:		2451 Crystal Drive - 11th Floor Arlington, Virginia 22202	
3. Contract number or other reference:		Contract/Delivery Order Number: N00039-01-C-4100/DCA200-02-D-5009/ ENCORE II HC1028-08-D-2022	4. Date of contract
5. Date work was begun:		02/10/98	6. Date work was completed: Ongoing Contract
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: \$2M annually	
9a. Technical point of contact:		9b. Contracting or purchasing point of contact:	
Lockheed Martin IS&GS Defense, IT Services NSIPS Program Manager (504) 697-5337 (504) 319-8657 (preferred) jessica.hughes@navy.mil jessica.g.hughes@lmco.com		James Franey 2300 East Dr. Building 3600 Scott AFB, IL 62225-5406 (618) 229-9346 (618) 229-9507 james.franey@disa.mil	
10. Location of work (country, state or province, county, city):		New Orleans, LA	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>NSIPS Navy Standard Integrated Personnel System</p> <p>Description of Work</p> <p>The Navy Standard Integrated Personnel System (NSIPS) is the Navy’s single, field-entry, electronic pay and personnel system and data repository for all active-duty and reserve Sailors. This web-enabled, Enterprise Resource Planning (ERP) system offers Sailors round-the-clock access to their electronic service record (ESR), training data and career counseling records. NSIPS is available world-wide, both ashore and afloat. NSIPS is currently deployed on 150 ships and is available via the ship’s network using a disconnected operations infrastructure, synchronizing data with the ashore network when connectivity permits.</p> <p>Features:</p> <p>NSIPS collects, validates, processes and transfers data necessary to ensure accurate pay and maintenance of personnel records. The system has robust reporting capabilities, using state-of-the-market commercial On-Line Analytical Processing technology. It also offers Sailors self-service functionality to view their Electronic Service Record (ESR), career counseling and training data, and update personal information, such as mailing address, phone numbers, emergency contacts, race and religion, and for the reserves.</p> <p>Background:</p> <p>In production for more than seven years, NSIPS has been widely used and maintains an active record storage of over 4 TB. It was the first program in the Navy hosted on NMCI, and today, it is the only program wholly hosted within NMCI. NSIPS used an incremental development methodology to provide additional functionality over time. The first implementation used client-server technology and replaced four legacy systems. NSIPS’ security has evolved, as technology progressed, to ensure proper security for the Privacy Act protected data it manages. The system is based on commercial hardware and software, both of which received major upgrades in 2006. The Continuity of Operations Plan (COOP) was successfully executed prior to the onslaught of Hurricane Katrina. The new COOP site is located at the NMCI Application Hosting facility in Tulsa, OK.</p> <p>Key Facts:</p> <ul style="list-style-type: none"> • Modernizes and standardizes the Navy’s human resources systems using the latest commercially available ERP software. • Utilizes industry best practices and commercial products to affect a standardized and integrated personnel and pay process. • Supports up to 13 years of historic data, over 400K current Sailors and another 400K retired Sailors. • Utilizes a defense in depth (N-Tier architecture) providing state-of-the-art information assurance protection. • Uses Public Key Infrastructure (PKI) to authenticate and restrict access to validated users. • Manages over 4 TB of active data and 21 TB of storage. • Maintains an overall 98.5% accuracy rate and a 99% availability rate. • Updates posted to the DFAS account within 24 hours, with 99% accuracy. • Processes over an average of 100K queries, 3M transactions and 600K Web Service data calls per month and sends and receives data to over 35 other systems. • Uses current over 140 shore-based and 150 afloat servers. <p>Relevance to this Contract</p> <p>-Application is built and maintained in a cloud.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered (b) (4)			

Project Title: <i>Navy Standard Integrated Personnel System Operations, Enterprise Database Environment Management and Software Development</i>	
Team Member: (b) (4)(b) (4)	
Corrective Actions	(b) (4)
Problem Encountered	(b) (4)
Corrective Actions	(b) (4)
Problem Encountered	(b) (4)
Corrective Actions	(b) (4)
12. Current status of contract (choose one):	
<input checked="" type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Terminated for convenience
<input type="checkbox"/> Work continuing, behind schedule	<input type="checkbox"/> Terminated for default
<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Other (explain)
<input type="checkbox"/> Work completed, routine administrative action pending or underway	
<input type="checkbox"/> Work completed, claims negotiations pending or underway	

Project Title: SPAWARINFOTEHCEN SETA Services			
Team Member: (b) (4)(b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		US Navy - CACI	
2. Complete address:		14370 Newbrook Drive, Chantilly, VA 20151	
3. Contract number or other reference:		N69250-07-D-0300	4. Date of contract
04/25/11		04/10/11	
5. Date work was begun:		6. Date work was completed:	
04/25/11		08/30/11	
7. Estimated contract price:		8. Final amount invoiced or amount invoiced to date:	
(b) (4)		\$150K	
9a. Technical point of contact:		9b. Contracting or purchasing point of contact:	
(b) (4)		Edward V. Wallace Contracting Specialist 2251 Lakeshore Dr. New Orleans, LA 70145 (504) 697-5594 (504) 697-4666 (fax) ed.wallace1@navy.mil	
10. Location of work (country, state or province, county, city):		New Orleans, LA	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>Description of Work Provide Systems Engineering Technical Assistance Functions such as: Information Technology Management with activities related to management support of IT related policy, development, capital planning, resource management, and special projects. Systems Development and Engineering with activities pertaining to software development will support all existing, planned, and future SSC NOLA IT systems. Operations Support includes activities related to IT disaster recovery planning and execution; production support; database administration; and infrastructure engineering support. Support implementation of BizTalk-based IT systems, into the SPAWAR Shared Services Environment.</p> <ul style="list-style-type: none"> The contract covers Systems Engineering Technical Assistance Functions such as: Investment Management (Economic Analysis, Planning/Tracking, Investment Management), Program Management (Program Strategy/Planning, Program Coordination), Program Support (Risk Management, Program Acquisition Planning), Integration Management (Application Framework, Asset Integration, Data Analysis, Interface Management), Requirements Management (Requirements Definition, Requirements Analysis, Requirement Assurance, Modeling, Business Process Reengineering (BPR)), Architecture (Systems Architecture Definition, Systems Architecture Design, Development/Test Facilities Design and Definition, Systems Architecture Security, Standards and Reuse, Technical Pilots), Legacy sustainment, Legacy Server Support, Production Control, Database Support, and Acquisition Logistics. Information Technology (IT) Management Activities related to management support of IT related policy development, enterprise architecture, capital planning, resource management, and special projects. Systems Development and Engineering Activities pertaining to software development support for all existing, planned, and future SPAWARINFOTEHCEN IT systems. Typical duties include capturing user and business owner requirements; coordinating with appropriate Departmental personnel regarding enterprise architecture; identifying functional, security and performance requirements; developing database models; performing coding, testing, design and program documentation; implementation; and maintaining interoperability between future and existing hardware and software applications. Software applications include, but are not limited to, web applications, Commercial-Off-The-Shelf (COTS) integration, Government-Off-The-Shelf (GOTS) integration, and custom applications development. Operations Support - Activities related to planning and implementing information technology infrastructures; server management; IT disaster recovery planning and execution; IT inventory control; production support; and database administration. The contractor manages and oversees the total work effort associated with the business, operations, administration and all other services required. This function includes a full range of management and administrative duties including, but not limited to: planning, scheduling, training, preparing reports, establishing and maintaining records, performing customer liaison, resolving customer complaints, and ensuring inspection compliance and quality control. The contractor shall provide an adequate staff of personnel with the necessary management expertise to ensure the performance of the work. <p>Relevance to this Contract</p> <ul style="list-style-type: none"> Application is built and maintained in a cloud. 			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered (b) (4)			
Corrective Actions (b) (4)			
12. Current status of contract (choose one):			
<input type="checkbox"/> Work continuing, on schedule		<input type="checkbox"/> Terminated for convenience	
<input type="checkbox"/> Work continuing, behind schedule		<input type="checkbox"/> Terminated for default	
<input type="checkbox"/> Work completed, no further action pending or underway		<input type="checkbox"/> Other (explain)	
<input type="checkbox"/> Work completed, routine administrative action pending or underway			
<input type="checkbox"/> Work completed, claims negotiations pending or underway			

Project Title: Initial Shared Services Engineering Analysis, System Integration and Application Migration			
Team Member: (b) (4)(b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		US Navy – Louisiana Technology Group	
2. Complete address:		2251 Lakeshore Dr., New Orleans, LA 70145	
3. Contract number or other reference:		GS35F0197U - N6523609FL050	4. Date of contract
01/15/08 through 01/14/13			
5. Date work was begun:		6. Date work was completed:	
09/15/10		03/10/11	
7. Estimated contract price:		8. Final amount invoiced or amount invoiced to date:	
(b) (4)		\$300K	
9a. Technical point of contact:		9b. Contracting or purchasing point of contact:	
(b) (4)		Edward V. Wallace Contracting Specialist 2251 Lakeshore Dr. New Orleans, LA 70145 (504) 697-5594 (504) 697-4666 (fax) ed.wallace1@navy.mil	
10. Location of work (country, state or province, county, city):		Millington, TN and New Orleans, LA	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>Description of Work</p> <p>Performance of engineering support services as required to ensure requirements are accurately collected and defined. Creation of detailed project plan with appropriate mile stones based on collected requirements. Engineering designs and architecture artifacts for the application's "To Be" environment are completed in accordance with Business Engineering and Technology Services (BETS) standard engineering policies and procedures, and will follow SSCLANT NOLA configuration management processes.</p> <p>Provision of engineering support for the collection of requirements from the current application environment and provide recommendations for transitioning the application to Shared Services or to SSCLANT NOLA facilities.</p> <p>Assistance to the government in capacity planning including but not limited to hardware, software, power, cooling, and space to determine if sufficient capacity exists or if additional procurements or growth will be required to support the application.</p> <ul style="list-style-type: none"> • Assistance to the government with Continuity of Operations planning for hosting applications • Establish and maintain a formal organization to manage this contract and any task order issued hereunder. Organize, plan, schedule, implement, control, analyze, and report on all elements of the contract. • Support SPAWAR Systems Center Atlantic New Orleans (SSCLANT NOLA) government leaders in developing strategies and concepts in alignment with mission, vision, and direction of the organization; • Work with SSCLANT NOLA government leaders in developing presentation material in a variety of formats (e.g., briefs, fact sheets, etc.) to enhance understanding of activities, accomplishments, and initiatives; • Report costs, schedule, and performance at the task level for all task orders issued under this contract; • Have sufficient authority to direct, execute, and control all elements of the contract and its task orders; • Be prepared, at all times, given reasonable notice, to present and discuss the current status of the contract and its task orders <p>INITIAL SHARED SERVICES ENGINEERING ANALYSIS SYSTEM INTEGRATION AND APPLICATION MIGRATION</p> <ul style="list-style-type: none"> • Design, implement, and maintain multiple virtual Windows environments on physical servers using VMware software in a shared service environment. • Create logical and physical designs of new environments. • Provide expert technical direction to team members. • Manage installation, maintenance and support of complex technical infrastructure. • Manage and tuning platforms to ensure expected availability and performance levels are achieved. • Manage new and existing implementations. • Perform root cause analysis for service interruption recovery. • Create preventive maintenance documentation. • Identify the compatibility and scalability of programs and applications. • Ensure Information Assurance Vulnerability Alert Message(LAVM), Communications Tasking Order (CTO), Security Technical Implementation Guide (STIG) compliance and reporting discrepancies to the NSM and IAM • Document all facets of Shared Services and providing ongoing updates. • Perform functions outlined by the government as within the task of this group. • Evaluate, recommending, integrating, and implementing new system architectures, tools and techniques. • Understand and adhere to standards, guidelines and policies for the use and integration of technology. • Design, implement, and review backup and recovery strategies to ensure file system integrity and business continuity. • Review the environment and recommend changes to reduce problems and work stoppage. • Analyzing performance indicators such as system response time, number of transactions per second, number of concurrent processes, resource usage such as memory, streams and semaphores. • Review and analyze vendor-supplied utilities, software packages and engineering releases for the environment. • Provide engineer solutions for the implementation of multiple COTS products in a single system. • Ensure the system is patched to meet the current DON standards and working with others in the department to ensure proper reporting. • Provide a minimum of twice daily the operational status of supported hardware and operating systems. • Configure, implement, and maintain any software that monitors hardware, software, or environmental parameters that are applicable to the 			

Project Title: Initial Shared Services Engineering Analysis, System Integration and Application Migration			
Team Member: (b) (4)(b) (4)(b) (4)			
hardware and operating systems they support. (Example: Tivoli, or like products).			
Relevance to this Contract			
<ul style="list-style-type: none"> This contract was both the logical and physical build out of the datacenters (clouds) in New Orleans, LA, San Diego, CA and Millington TN. 			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered—(b) (4)			
(b) (4)			
Corrective Actions—(b) (4)			
(b) (4)			
(b) (4)			
Problem Encountered—(b) (4)			
(b) (4)			
Corrective Actions—(b) (4)			
(b) (4)			
Problem Encountered—(b) (4)			
(b) (4)			
Corrective Actions—(b) (4)			
(b) (4)			
12. Current status of contract (choose one):			
<input checked="" type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Terminated for convenience		
<input type="checkbox"/> Work continuing, behind schedule	<input type="checkbox"/> Terminated for default		
<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Other (explain)		
<input type="checkbox"/> Work completed, routine administrative action pending or underway			
<input type="checkbox"/> Work completed, claims negotiations pending or underway			

C.4 (b) (4)(b) (4)(b) (4)(b) (4) PAST PERFORMANCE

Project Title: USGS IT Web Infrastructure Support (NatWeb)			
Team Member: (b) (4)(b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		U.S. Department of the Interior (DOI), U.S. Geological Survey (USGS), Geospatial Information Office (now Office of Enterprise Information, OEI)	
2. Complete address:		12201 Sunrise Valley Drive, Reston VA, 20192	
3. Contract number or other reference:		GS-35F-0672R	4. Date of contract
08/09			08/09
5. Date work was begun:		6. Date work was completed:	
08/09		08/12	
7. Estimated contract price:		8. Final amount invoiced or amount invoiced to date:	
(b) (4)		\$1,589,933.86	
9a. Technical point of contact:		9b. Contracting or purchasing point of contact:	
Lorna Schmid 12201 Sunrise Valley Drive Reston VA, 20192 (703) 648-683 lorna@usgs.gov		Victoria A. Floyd 12201 Sunrise Valley Drive Reston VA, 20192 (703) 648-7341 vfloyd@usgs.gov	
10. Location of work (country, state or province, county, city):		USA; Reston, VA	
11. Description of work:			
Supporting Enterprise Web Infrastructure Group as prime for 6+ years, OEI provides leadership on geospatial coordination, production, service activities, using USGS's Systems Development Lifecycle Management. Services, based on ITIL and PMI PMBOK best practices, include: data center maintenance support; LAN/WAN; web, database, UNIX systems integration, administration, O&M support; helpdesk support; security; COOP; training.			
Relevance to This Contract: Provide full range of web, development, and database services.			
Evaluation Factors			
<u>History of Success</u>			
<i>Data Center Support Services</i> Design/install DEV server integrated w/ Active Directory, facilitating developer collaboration. Implement Source Versioning System as repository of mission-critical documentation. Improved operational efficiency by introducing automated "push" mechanism to install application packages/OSs. Implement, configure, administer Windows system applications, services, components and SW applications/databases, including ADO, .NET, DCOM, Windows Indexing Service. Schedule, coordinate, perform hardware (HW)/SW installations. Run configuration/change management. Use enterprise Microsoft System Center Configuration Manager to perform automated patch management on baseline servers. Provide services for server security monitoring and alerting.			
<i>LAN/WAN Support</i> Support Enterprise Network infrastructure; LAN/WAN, cabling, upgrades, monitoring w/ automated security alerting tools; configure/maintain subgroups for testing, staging, deployment. Support connectivity for remote/mobile users. Provide operational support to SAN for large-scale, enterprise backups. Support asset management of servers and COTS products.			
<i>Server, Web, Database Administration:</i> Provide PROD/DEV database administration on SQL Server/ Windows platforms. Monitor data, evaluate trends, fine-tune. Administer IIS, SQL Server, Windows Server. Test/configure applications. Develop/test scripts to control resources/automate administration.			
<i>PC/Helpdesk Support</i> Support SW installation, maintain/configure systems, provide PC support. Run root cause analyses on failures, perform preventive maintenance across enterprise. Assist technology selection/set-up. Help migrate data from old to new, verify functionality of user data/applications.			
<i>Security Services:</i> Manage security operations; administer firewalls, intrusion detection systems, vulnerability scans. Analyze security issues, develop/implement solutions. Develop/review security policies/procedures. Maintain compliance w/ Federal and agency requirements.			
<i>Training Services:</i> Train end-users on infrastructure-related issues. Tailor training, review/improve training efficiency, use feedback to modify training. Cross-train to backfill.			
<i>Continuity of Operations and Disaster Recovery Services:</i> Develop backup/recovery plans, document their processes, execute plans/processes to ensure viability.			
<u>Cooperation</u>			
As part of a team, support Enterprise Network infrastructure, SW installation/deployment, backup/ recovery plans/processes. Participate in Computer Security Incident Response team and Technical Support team. Train end users, tailor training to meet needs, use feedback to modify training. Participate in briefings with inter-disciplinary technical staff to discuss major issues of the data center.			
<u>Service Quality</u>			
Perform project management using our methodology, based upon industry standards/best practices CMMI, ITIL, ISO, and PMBOK. Provide project charters, work-effort estimates, resource assignments, development schedules. Implement monitoring tools/procedures for compiling/reporting cost/schedule performance metrics. Implement QA/QC processes as integral to project management. Maintain open lines of communication w/ customer, meet routinely to report/discuss progress. Maintain web servers, raising C&A score from 30% to 99%. Added all internal web servers to Active Directory, thus reducing time spent on maintenance and increasing usefulness. Serve as USGS webmaster on intranet sites and support public website. Discovered hacked application, corrupted database. Analyzed access/transaction logs, determined how/when intrusion occurred, recommended/implemented corrective actions.			
<u>Responsiveness</u>			
Perform project management w/ methodology, based upon industry standards and best practices CMMI, ITIL, ISO, and PMBOK. Implemented monitoring tools/procedures for compiling/reporting cost/schedule performance metrics. Implemented QA/QC processes as integral to project management methodology. Maintain open lines of communication, meet routinely to report/discuss progress. Provide SW installation/deployment services. Maintain/configure systems, install operating systems and patches, provide desktop support. Perform root cause analyses on HW failure, perform preventive maintenance across enterprise. Assist w/ selection/use of new technologies, set up new HW. Help users migrate data from old HW to new, verify functionality of user data and applications.			
<u>Risk</u>			

Project Title: USGS IT Web Infrastructure Support (NatWeb)			
Team Member: (b) (4)(b) (4)(b) (4)			
As part of a team, developed backup and recovery plans, documented backup and recovery processes, and executed the plans and processes to ensure their viability. Identified/resolved security issues that could arise in disaster recovery situations.			
<i>Key Personnel who Participated in this Contract and are Proposed for this Effort</i>			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
<i>Problems Encountered/Corrective Actions</i>			
Problem Encountered— (b) (4)			
Corrective Actions— (b) (4)			
(b) (4)			
12. Current status of contract (choose one):			
Work continuing, on schedule		Terminated for convenience	
Work continuing, behind schedule		Terminated for default	
<u>Work completed, no further action pending or underway</u>		Other (explain)	
Work completed, routine administrative action pending or underway			
Work completed, claims negotiations pending or underway			

Project Title: DoL ETA Integrated Technology Services (OMNIBUS)			
Team Member: (b) (4)(b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		U.S. Department of Labor (DOL), Employment Training Administration (ETA)	
2. Complete address:		200 Constitution Ave., NW, Washington, DC 20210	
3. Contract number or other reference:		DOLJ109A30650	4. Date of contract
08/10		08/10	
5. Date work was begun:		6. Date work was completed:	
08/10		Ongoing to 08/15	
7. Estimated contract price:		(b) (4)	8. Final amount invoiced or amount invoiced to date:
		\$	
9a. Technical point of contact:	Darryl McDaniel 200 Constitution Ave., NW Washington, DC 20210 (202) 693-3442 McDaniel.darryl@dol.gov	9b. Contracting or purchasing point of contact:	Keith Rhodia 200 Constitution Ave. NW, Washington, DC 20210 (202) 693-7195 Rhodia.keith.l@dol.gov
10. Location of work (country, state or province, county, city):		USA; Washington, DC	
11. Description of Work:			
Provide IT services on multiple enterprise software (SW) applications: business solutions management; requirements analysis; system design; application development; system integration, testing, implementation; release management; technical documentation; change/configuration management; help desk. Support web development, content management, security, data warehouse. Develop/implement test plans/test cases w/ DOL SDLC Management guidelines. Provide training plans, end-user training. Standardizing SW architecture to support virtualization. Our applications can be hosted or Cloud-based. Support collaboration/communication via MS SharePoint. Manage multiple projects using DOL SDLC.			
Relevance to This Contract: Provide full range of web, development, and database services.			
Evaluation Factors			
<u>History of Success</u>			
To date, have consistently scored very high grades (>99%) on all TO surveys conducted.			
<i>IT Governance</i> : Support IT governance, recommend system enhancements, optimize workflow/system use. Coordinate to monitor performance, availability. Assess health of enterprise systems across domains – availability, performance, data integrity, security. Support web/enterprise communication, governance framework implementation/management. Collect key program measures, offer detailed guidance to implement industry standard policies/ procedures, improve enterprise performance. Provide input on OMB Capital Planning and Investment Control (CPIC) requirements. Support preparation of Exhibit 300 A&B, Exhibit 53, IT dashboard submission requirements. Review enterprise architecture (EA) methodology, EA decision-making tools to provide guidance in business process improvement initiatives.			
<i>Technical Services</i> Support Data Warehouse. Analyze workflow, define business requirements for application enhancement, assess benefits/risks, perform business process improvement initiatives. Perform back-end database development, maintain data replication capabilities. Perform database optimization, improved data reporting capabilities. Provide Tier I/II helpdesk support, assist users to resolve interface issues, identify/correct system data issues. Implement web services using XML, SOAP, COM, SMO, BizFlow, Oracle Portal, Oracle SQL, PL/SQL, and Java, using the DOL SDLC.			
<i>Security</i> : Provide input for security controls, system monitoring and intrusion detection, role-based access controls to data/applications. Integrate applications to MS Active Directory for single sign-on capability.			
<i>Project/Program Management</i> : Apply robust project management methods (ITIL, CMMI, PMI), project management/configuration/risk management plans. Focus on submitting deliverables on-time, reducing risks, enhancing communication. Weekly project statuses and reviews, current risk assessments.			
<u>Cooperation</u>			
Support IT governance, recommend system enhancements. Coordinate to monitor system performance/ availability. Assess health of enterprise systems across domains – availability, data integrity, performance, security. Support web/enterprise communication, governance framework implementation/management. Offer detailed guidance to improve enterprise performance. Provide input to system improvements, optimize workflows/systems use. Provide input for CPIC requirements. Support preparation of Exhibit 300 A&B, Exhibit 53, IT dashboard submission requirements. Review DOL EA methodology and EA decision-making tools to provide guidance in business process improvement initiatives.			
<u>Service Quality</u>			
Successfully transitioned all work from 7 contractors in 30-day transition. Completed transition of application support, helpdesk services for 25 applications/6 vendors, ramped up 30 new resources in 3 months for 6 new projects. Consistently meet/exceed efficiency, quality, cost goals. Improved processes allowed 25% reduction of helpdesk personnel, improving customer satisfaction. Met all helpdesk SLAs, including over 95% issue resolution within 48 hours. Achieved all contract objectives on time and within budget. Significantly improved application releases by applying structured release planning/industry best practices. Instituted change, configuration, release management practices. For release management, established process improvements to better manage prioritization, requirements gathering, tracking. Increased user involvement in UAT, improving application release quality.			
<u>Responsiveness</u>			
Critical dependency – retention of qualified staff, ETA PM directive. Hired 96% of incumbent staff. Set up Process Asset Library (ISO 9001:2008, CMMI Level-3) to match broad scope of contract. Helped smooth technical transition from incumbents, assure consistent service delivery. Maintain/support web interfaces. Make daily/weekly updates to intranet website, act as e-newsletter used by ETA analysts. Mine database to create content, edit content before published to web. SW/database developers' work focuses on redesigning user interface to make system more intuitive, easier to navigate.			
<u>Risk</u>			
Helped establish industry standards CMMI ISO 9001:2008 quality assurance (QA) practices. Put QA in SDLC, verify deliverables meet/exceed quality metrics. Prepare work w/ 508 guidelines, test for compliance. Improved release quality w/ structured release readiness reviews. Ensure release delivers expected functionality, require approval of PM, development/test managers on defects, and ETA staff.			

Project Title: DoL ETA Integrated Technology Services (OMNIBUS)			
Team Member: (b) (4)(b) (4)(b) (4)			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered—(b) (4)			
Corrective Actions—(b) (4)			
(b) (4)			
Problem Encountered (b) (4)			
Corrective Actions—(b) (4)			
12. Current status of contract (choose one):			
<input checked="" type="checkbox"/> Work continuing, on schedule		Terminated for convenience	
<input type="checkbox"/> Work continuing, behind schedule		Terminated for default	
<input type="checkbox"/> Work completed, no further action pending or underway		Other (explain)	
<input type="checkbox"/> Work completed, routine administrative action pending or underway			
<input type="checkbox"/> Work completed, claims negotiations pending or underway			

Project Title: DoL OLMS Information Technology Support Services, Add-On			
Team Member: (b) (4)(b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		U.S. Department of Labor, Office of Labor Management Standards	
2. Complete address:		200 Constitution Ave., NW, Washington, DC 20210	
3. Contract number or other reference:		DOLJ099E28443	4. Date of contract
12/08		12/08	
5. Date work was begun:		6. Date work was completed:	
12/08		Ongoing to 12/13	
7. Estimated contract price:		8. Final amount invoiced or amount invoiced to date:	
(b) (4)		\$2,996,734.70	
9a. Technical point of contact:	Lisa Williford 200 Constitution Ave., NW Washington, DC 20210 (202) 693-1263 Williford.lisa@dol.gov	9b. Contracting or purchasing point of contact:	William Stevens 200 Constitution Ave., NW Washington, DC 20210 (202) 693-4582 Stevens.william@dol.gov
10. Location of work (country, state or province, county, city):		USA; Washington, DC	
11. Description of Work:			
Provide: project management integration; system development/production maintenance; website maintenance; QC/testing; production support, system monitoring. O&M. Assure DOL/ESA/OLMS policies/standards followed. Prepare/maintain databases, implement sound SDLC approach w/ CMMI-2 guidelines. OLMS supports Office of Labor-Management Reporting & Disclosure Act (LMRDA) Standards and administers provisions of LMRDA. Support www.dol.gov/olms content. Migrating to virtualized environment as step to Cloud. Support design/architecture of virtualized environment.			
Relevance to This Contract: Provide full range of web, development, and database services.			
Evaluation Factors			
<u>History of Success</u>			
Several (b) (4) employees have been recognized for superior work, receiving letters of commendation from senior OLMS management.			
<i>IT Governance</i> Support IT portfolio management. Prepare concept papers, assess costs/risks. Provide input to OMB Capital Planning and Investment Control (CPIC). Support preparation of Exhibit 300 A&B, Exhibit 53, IT dashboard requirements. Architecting new multi-tiered applications, new client-server-based application. Support Enterprise Architecture (EA) framework. Support security/data standards development and common framework for applications to interact. Responsible for SDLC, provide O&M for these and several large applications. Web content management for intranet/public website. Maintain/ create/post pages/new content. Redact of private information on publicly disclosed documents.			
<i>Security:</i> Maintain security for web, client/server applications. Implement role-based security for databases, mechanisms to generate alerts for SQL Injection alerts. Support C&A process, obtaining Authority to Operate. Help address POA&M items. Support FISMA audit adherence.			
<i>Technical Services:</i> Transitioning client-server applications to web-based, responsible for all SDLC. Meet w/ stakeholders, gather/document requirements, design, develop, test. Deployment of 3 new multi-tiered applications running on IBM WebSphere server using IBM DB2 backend. Create client-server application w/ briefcase option allowing use of application transparently w/o network connection. Provide applications O&M, developing 2 new WebSphere applications; large Delphi client-server application providing subsystems, utility programs, data reports. Perform systems' analysis, make database changes, other environment-related concerns. Provide database support – preparing/maintaining database, monitoring performance, writing triggers/stored procedures. Provide ad hoc queries, reported to higher authorities in DoL, Congress. Review data, ensure highest quality.			
<i>Project/Program Management:</i> Implement project management principles (PMBOK), provide applications sponsors task completion timetable. Follow DOL SDLC, ensure products delivered at better quality than previously experienced. Maintain project management plan, management approach, communication plan, quality assurance, data management, project monitoring/control.			
<u>Cooperation</u>			
Support IT portfolio management. Provide input to OMB CPIC requirements. Support preparation of Exhibit 300 A&B, Exhibit 53, IT dashboard requirements. Support EA framework. Develop security/data standards, common framework for applications to interact. Responsible for SDLC. Provide O&M for these, several large applications. Web Content management for intranet/public website. Maintain/create/ post new web content. Redact private information on publicly disclosed documents.			
<u>Service Quality</u>			
QA process is based on CMMI and ISO methodologies, intrinsic to our SDLC. Perform QA on web content, web applications, including regression testing/UAT using Rational Suite. Improve release quality by establishing structured release readiness reviews. Part of QA process, check web content for section 508 compliance. Interface w/ OPA-DEC to institute AMP tool for 508-compliance check.			
<u>Responsiveness</u>			
Institute standard change, configuration, release management practices. Develop Configuration Management Plan – DOL/OLMS Software Development/O&M Services, application modules, database objects, web statistics generator utilities. Update plan – example, transition C/CM tool from StarTeam to Rational ClearCase (configuration), Rational ClearQuest (change). Introduce stronger methods to track change requests, easier prioritization/tracking. Manage requirements w/ Rational Requisite Pro, MS Project Web Access for documentation. Tools part of streamlined release management process we implemented. Quality of application releases has improved. Increased user involvement, introducing UAT to QA process. This greatly improved application release quality. Maintain configuration management plans. For moving application/database changes from DEV through to test and then on to PROD, adhere to formal change control process implemented by overseeing IT division. Changes to intranet/public site follow different process to PROD. Deploy web page changes to test server, send link to OPA, indicating change ready to be implemented. OPA moves change to production server.			
<u>Risk</u>			
Implemented project management principles (PMBOK), provide sponsors of applications task completion timetable. Follow DOL SDLC, ensure products delivered at better quality than previously experienced. Maintain PMP, management approach, communication plan, QA, data management, project monitoring/ control. QA process based on CMMI/ISO, intrinsic to our SDLC. Do QA on web content/applications, regression			

Project Title: DoL OLMS Information Technology Support Services, Add-On			
Team Member: (b) (4)(b) (4)(b) (4)			
testing/UAT. Improved release quality by establishing structured release readiness reviews.			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered—(b) (4)			
Corrective Actions—(b) (4)			
(b) (4)			
12. Current status of contract (choose one):			
<input checked="" type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Terminated for convenience		
<input type="checkbox"/> Work continuing, behind schedule	<input type="checkbox"/> Terminated for default		
<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Other (explain)		
<input type="checkbox"/> Work completed, routine administrative action pending or underway			
<input type="checkbox"/> Work completed, claims negotiations pending or underway			

C.5 (b) (4)(b) (4) PAST PERFORMANCE

Project Title: ACE Infrastructure Environments Consolidation			
Team Member: (b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		U.S. Customs and Border Protection (CBP)	
2. Complete address:		7681 Boston Boulevard, Springfield, VA 20598	
3. Contract number or other reference:		Subcontract (under IBM Contract #: Tc-2001-025)	4. Date of contract 01/10
5. Date work was begun: 02/01/10		6. Date work was completed: 10/31/12 (Current POP)	
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: \$2,112,844.75 (Invoiced to date)	
9a. Technical point of contact:	Vim Kumar, Branch Chief Data Center Operations 7681 Boston Boulevard Springfield, VA 20598 (703) 921.6595 Vimal.Kumar@cbp.dhs.gov	9b. Contracting or purchasing point of contact:	(b) (4)
10. Location of work (country, state or province, county, city):		Springfield, Virginia; Data Center Locations in Virginia and Mississippi	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			

Nature and Scope of the Experience

In response to an independent review of the U.S. Customs and Border Protection's (CBP) Automated Commercial Environment (ACE), (b) (4) developed and is executing a plan to consolidate and virtualize ACE data center infrastructure to improve performance, gain efficiencies, and reduce cost.

- **Baseline Analysis:** (b) (4) completed an analysis of 10 infrastructure environments and ~1800 physical devices, which included ~950 physical / virtual servers, dedicated LAN/SAN, 400TB storage, and 115+ licensed software components – all operating at 3 dispersed data centers.
- **Consolidation Strategy:** (b) (4) developed a technical strategy and roadmap to deliver infrastructure as a service and consolidate infrastructure footprint by ~7500 SQFT (90%), decrease power requirements by 850 kW (65%), and reduce annual infrastructure operations costs by \$42M/year (40%). (b) (4) also developed a comprehensive financial model to track required consolidation investment and savings.
- **Engineering & Implementation:** (b) (4) is managing execution this strategy. In June 2012, government and industry peers recognized our achievements with an award from the MeriTalk Data Center Exchange. We have retired six legacy environments and migrated users to modern, consolidated, and highly-virtualized infrastructure that delivers cloud-like services for ACE.



How the Work is the Same or Similar to the Work Required

This past performance reference supports the two objectives of Federal IT Transformation: 1) to reduce the total cost of ownership of data center hosting hardware, software, and operations; and 2) to provide greater service security, and support for application business owners and end users. (b) (4) is helping CBP deliver cloud-based services to establish an efficient, effective, and transparent portfolio of IT service delivery solutions for meeting missions with modern technology. S

- **SOW Section C.5 – Enterprise Requirements:** The infrastructure supporting ACE aligns with essential cloud requirements including: thin and thick client network access from over 325 regional ports of entry across the U.S.; pooling of compute resources (CPU and memory) as well as thin provisioning of enterprise-class storage; rapid elasticity through dynamic resource allocation at the server level and aggregation of network bandwidth through VIO (LAN) and NPIV (SAN); and measured service to manage capacities, utilization, and system performance. ITIL v3 practices guide service design, transition, and operations. We maintain a specific focus on engineering for security, resiliency, and continuity, as well as operations requirements for service availability and incident response.
- **SOW Section C.6 – Resource Requirements:** (b) (4) delivers basic infrastructure resources that support aggregated services for ACE. With regard to basic resources, (b) (4) supports a mixed operating environment that includes Windows Server 2003 and 2008, Red Hat Enterprise Linux, Unix, and AIX 5.3 and 6.1. Compute-Host configurations include a variety of standard, commodity servers with small (2CPU, 4GB) and medium (4CPU, 8GB) resource configurations, as well as large IBM PowerSeries systems including P595, (32CPU, 500GB), P695 (64CPU, 1TB), and P795 (256CPU, 2TB). Storage includes both enterprise-class systems from EMC (VMax) and Hitachi Data Systems (USPV), with 8Gbps network bandwidth, mixed storage disk configurations (SDD, FC, SATA) and software to manage automated tiering within the frame. Replication and tape backup strategies are in place to support archiving, system restore, and disaster recovery. Networking components include Cisco and Brocade routers and switches, and Cisco and Palo Alto firewalls. Remote access for systems is managed through Juniper VPN. Together, the infrastructure for ACE hosts over 900 virtual systems including web servers (Apache, IBM WebSphere, HTTP, IIS), application servers (SAP, Business Objects, Informatica) and database servers (DB2, Oracle, MS SQL) that integrate to deliver services for CBP's Trade mission.
- **SOW Section C.7 – Service Level Requirements:** ACE infrastructure services have specific service level agreements (SLAs) that require monthly reporting to CBP and data center management. SLAs cover several aspects of system performance and maintenance including availability, disaster recovery, backup, provisioning, and hosting. We monitor system operation to optimize end-to-end performance.
- **SOW Section C.8 – Optional Characteristics:** As requested, (b) (4) supports resource segregation for specific applications, variant configurations for non-production environments, regional connectivity to all U.S. Ports of Entry, load balancing across infrastructure components, and interfaces/interconnections with the Trade Industry and Partner Government Agencies (PGAs).
- **SOW Section C.9 – Associated Support Services:** (b) (4) provides strategy, management, and engineering labor support services to CBP.

Project Title: ACE Infrastructure Environments Consolidation
Team Member: (b) (4)

Our staff brings the expertise and experience to effectively plan, engineer, and migrate services from legacy environments to cloud resources.

Past Performance Evaluation Criteria

- The following provides an assessment of (b) (4) performance on this reference per the Section M Evaluation Criteria.
- The organization’s history of successful completion of projects; history of producing high quality reports and other deliverables; history of staying on schedule and within budget;

(b) (4) helps CBP continually deliver successful migrations from legacy systems to modern, consolidated, infrastructure service environments. For example, one of CBP’s data center leases expired on July 31, 2011. This data center had operated for nearly 10 years and hosted three ACE legacy systems. (b) (4) successfully planned and executed the migration of these systems to a new infrastructure at another CBP data center within budget and on-schedule prior to lease expiration. This is a significant accomplishment for CBP and supports the Federal Data Center Consolidation Initiative.

- The quality of cooperation within your organization and quality of cooperation, and performance between your organization and its customers;
- (b) (4) focuses on delivering high customer satisfaction through responsiveness and quality cooperation. In addition to receiving a government-wide data center optimization award, (b) (4) is proud that our support contract at CBP receives continual extensions for high-quality performance.
- The offeror's quality of service and improvement as represented by the past performance data and the offeror’s approach to implementing performance measures and for improving system effectiveness over time;

(b) (4) believes that continual service improvement is a key to our success. In addition to the service level agreements (SLAs) for the ACE infrastructure, (b) (4) uses three measures of performance on consolidation activities. (b) (4)

(b) (4)

- The offeror’s responsiveness to customers as represented by past performance data as it relates to the responsiveness to customers and the offeror’s success in the ability to respond to requests, both scheduled and ad-hoc, for services, data, analysis, and additional tasks in a timely and appropriate manner.

Given our in-depth understanding of the ACE infrastructure and associated configurations, CBP requested (b) (4) lead an ad hoc assessment of infrastructure software maintenance in an attempt to validate requirements and identify cost reduction opportunities. (b) (4) quickly organized a team to review disparate CBP data sources and identify procured software products and components running on IT infrastructure devices. We documented a baseline inventory of ~92k individual installation including software metadata and host configurations. (b) (4)

(b) (4)

- Assessment of performance risks based on offeror’s likelihood of success in performing the solicitation’s requirements as indicated by the offeror’s record of past performance.

(b) (4) staff, expertise, and experience helps make our team a low-risk alternative for DOI and can successfully perform the requirements of this solicitation.

<i>Key Personnel who Participated in this Contract and are Proposed for this Effort</i>			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>

Addressed as needed by Task Order

Problems Encountered/Corrective Actions

Problem Encountered (b) (4)

(b) (4)

Corrective Actions: (b) (4)

(b) (4)

12. Current status of contract (choose one):

<input type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Terminated for convenience
<input type="checkbox"/> Work continuing, behind schedule	<input type="checkbox"/> Terminated for default
<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Other (explain)
<input type="checkbox"/> Work completed, routine administrative action pending or underway	
<input type="checkbox"/> Work completed, claims negotiations pending or underway	

Project Title: FDIC Infrastructure Service Vision and Strategy			
Team Member: (b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		Federal Deposit Insurance Corporation	
2. Complete address:		3501 Fairfax Drive , Arlington, VA 22226	
3. Contract number or other reference:		Subcontract (under DRC Contract #: CORHQ-11-G09128)	4. Date of contract 08/11
5. Date work was begun:		6. Date work was completed:	12/31/12
7. Estimated contract price:		8. Final amount invoiced or amount invoiced to date: \$233,149	
9a. Technical point of contact:	Jeff Baer, Deputy Director Division of Information Technology 3501 Fairfax Drive Arlington, VA 22226 (703) 516-1256 jebaer@fdic.gov	9b. Contracting or purchasing point of contact:	Lynn Richards DRC Program Manager 3501 Fairfax Drive Arlington, VA 22226 (703) 516.1140 lrichards@fdic.gov
10. Location of work (country, state or province, county, city):		Arlington, Virginia	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>Nature and Scope of the Experience</p> <p>(b) (4) Consulting Corporation provides strategic consulting services to the Federal Deposit Insurance Corporation's (FDIC) Division of Information Technology (DIT). We support DIT's Infrastructure Services Branch (ISB), which provides technical services that enable important aspects of DIT's mission including: desktop support; the nationwide help desk; IT support to the Regional Offices; systems engineering; data center operations; and compliance support for IT infrastructure audits. ISB also purchases and maintains IT assets that support the delivery of mission critical applications including: desktops; laptops; servers; storage; networking equipment; voice and video equipment; software; and mobile devices. (b) (4) is helping ISB position to continue meeting the needs of the Corporation, while proactively improving its services through the implementation of best practices and use of strategic technologies.</p> <ul style="list-style-type: none"> • Infrastructure Services Vision: (b) (4) developed and maintains a vision document for FDIC Infrastructure Services that communicates ISB's goals for the next three to five years; identifies the service improvements required to achieve these goals; and defines the near-term objectives for each service improvement. • Infrastructure Service Strategies: (b) (4) is developing and maintains materials that explain the current direction for infrastructure services and how ISB plans to work with others to implement strategies that deliver value. (b) (4) has helped ISB prioritize its focus in specific service areas including data center facilities, storage and backup, networking, server and server virtualization, automated provisioning, incident and problem management, change and configuration management, desktop and mobility services, messaging and collaboration, and customer support. <p>How the Work is the Same or Similar to the Work Required</p> <p>This past performance reference represents a strategic engagement in which (b) (4) is helping our client modernize infrastructure services to establish an efficient, effective, and transparent portfolio of IT service delivery solutions for meeting business requirements. Our efforts focus on five modernization objectives: 1) meet or exceed service levels required by stakeholders by delivering a stable, resilient and reliable infrastructure; 2) leverage new technologies and best practices to facilitate flexible and rapid fulfillment of stakeholder and regulatory needs; 3) establish comprehensive monitoring for the proactive identification and resolution of infrastructure risks; 4) identify opportunities to help ISB meet budget constraints without impacting services for stakeholders; and 5) evolve processes, organization, and skills to simplify infrastructure service delivery and increase business value.</p> <ul style="list-style-type: none"> • SOW Section C.5 – Enterprise Requirements: (b) (4) develops, documents, and helps communicate guidance on IT infrastructure related directives, policies, and procedures. This includes technical architecture and engineering principles; expectations for transitioning services to operations; and operational goals for service delivery and management. (b) (4) also helps define opportunities to demonstrate movement toward cloud-based, multi-data center infrastructure services. • SOW Section C.6 – Resource Requirements: (b) (4) helps DIT management identify and prioritize infrastructure service areas that require improvement. For each area, (b) (4) establishes infrastructure service strategies that will deliver positive impacts for FDIC. For example, (b) (4) helped establish a strategy to implement a resilient and scalable storage and backup infrastructure to improve storage services for customers. These services leverage enterprise class storage to enable automated and thin provisioning of storage pools based on policies; SAN management tools to facilitate threshold alerting and analytical reporting of consumption and I/O utilization trends; replication and virtualization to leverage storage capacities and investments at multiple data centers; and virtual / disk-based backups to support onsite retention and restore, with physical tapes for offsite archiving. Additional characteristics include automated provisioning, dynamic resource allocation, thin provisioning, integrated management tools, storage virtualization, snapshots, and use of CIFS and NDMP to simplify regional file shares. As another example, (b) (4) helped establish a strategy to optimize the server infrastructure supporting current requirements, and establish standards for new customer needs. The use of modern server platforms and virtual machine services establish standards for server environments; emphasize flexibility, scalability, and resiliency through standard configurations; automate virtual server provisioning for Red Hat Linux and Windows systems; and optimize monitoring and capacity management of SUN Solaris servers. • SOW Section C.7 – Service Level Requirements: (b) (4) helps document and communicate improvements for infrastructure services management. We review and / or document current service level agreements (SLAs); evaluate current methods for monitoring SLAs and infrastructure services performance; and recommend opportunities to improve SLAs and performance management. • SOW Section C.9 – Associated Support Services: (b) (4) provides planning, engineering, and operations consulting services. We improve DIT's current approaches through ITIL v3 and PMI practices. We assess change request and management capabilities; governance controls for technical reviews and infrastructure baseline changes; infrastructure delivery management (e.g., scheduling, resource loading) maturity; and documentation templates and standards. 			

Project Title: FDIC Infrastructure Service Vision and Strategy			
Team Member: (b) (4)			
Past Performance Evaluation Criteria			
The following provides an assessment of (b) (4) performance on this reference per the Section M Evaluation Criteria.			
<ul style="list-style-type: none"> • The organization’s history of successful completion of projects; history of producing high quality reports and other deliverables; history of staying on schedule and within budget; 			
<p>(b) (4) work products and deliverables on this reference are often presented to the highest levels of management within FDIC (Executive Directors, CIO, and Board of Directors). (b) (4) uses a formal Quality Assurance process to review and finalize all deliverables. While the tasking is dependent on ISB needs and priority areas, (b) (4) is executing work within budget and has delivered all work products on schedule.</p> <ul style="list-style-type: none"> • The quality of cooperation within your organization and quality of cooperation, and performance between your organization and its customers; 			
<p>(b) (4) focuses on delivering high customer satisfaction through responsiveness and quality performance for our clients at FDIC. (b) (4) is proud that our support contract at FDIC received an extension for high-quality performance.</p> <ul style="list-style-type: none"> • The offeror’s quality of service and improvement as represented by the past performance data and the offeror’s approach to implementing performance measures and for improving system effectiveness over time; 			
<p>(b) (4) believes that continual service improvement is a key to our success. (b) (4)</p> <p style="font-size: 2em; color: red; font-weight: bold;">(b) (4)</p>			
<ul style="list-style-type: none"> • The offeror’s responsiveness to customers as represented by past performance data as it relates to the responsiveness to customers and the offeror’s success in the ability to respond to requests, both scheduled and ad-hoc, for services, data, analysis, and additional tasks in a timely and appropriate manner. 			
<p>While executing several service strategy development efforts, ISB requested ad hoc support to evaluate and improve plans for FDIC’s enterprise content management solution (ECMS). With only 1-week to prepare a briefing for senior management, (b) (4) evaluated current technologies, collaborated with vendors to identify value-added features and functionality, and developed a cost model to assess the impact of plan revisions on out-year licensing costs. Our analysis and recommendations were presented to Division Directors and are guiding ongoing ECMS implementation efforts.</p> <ul style="list-style-type: none"> • Assessment of performance risks based on offeror’s likelihood of success in performing the solicitation’s requirements as indicated by the offeror’s record of past performance. 			
<p>(b) (4) staff, expertise, and experience helps make our team a low-risk alternative for DOI and can successfully perform the requirements of this solicitation.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
<p>Problem Encountered: No significant problems to date Corrective Actions: N/A</p>			
12. Current status of contract (choose one):			
<input checked="" type="checkbox"/> Work continuing, on schedule	Terminated for convenience		
<input type="checkbox"/> Work continuing, behind schedule	Terminated for default		
<input type="checkbox"/> Work completed, no further action pending or underway	Other (explain)		
<input type="checkbox"/> Work completed, routine administrative action pending or underway			
<input type="checkbox"/> Work completed, claims negotiations pending or underway			

Project Title: DOI Line of Business Segment Roadmap Development			
Team Member: (b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		Department of the Interior (DOI)	
2. Complete address:		1849 C Street NW, Washington, DC 20240	
3. Contract number or other reference:		Subcontract (under CACI Contract #: D11PB40020)	4. Date of contract 07/11
5. Date work was begun:		09/01/11	6. Date work was completed: 12/31/12 (Current POP)
7. Estimated contract price:		(b) (4)	8. Final amount invoiced or amount invoiced to date: \$215,880 (Invoiced to date)
9a. Technical point of contact:	Kelly C. Morrison, MDA, PMP Service Planning & Management Capital Planning & Investment Control Director 1849 C Street NW Washington, DC 20240 (202) 208.5413 Kelly_Morrison@ios.doi.gov	9b. Contracting or purchasing point of contact:	Deena R. Myles Resource Management Specialist DOI, Office of the Chief Information Office (OCIO) Office of Business Services (OBS) 1849 C Street NW Washington, DC 20240 (202) 316.9521 Deena_Myles@ios.doi.gov
10. Location of work (country, state or province, county, city):		Main Interior Building (MIB) Washington, DC DOI Locations in Virginia & Idaho	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP. Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
Nature and Scope of the Experience			
<p>(b) (4) Consulting Corporation provides IT Strategy Planning and Enterprise Architecture services in support of all goals and objectives outlined in the DOI IT Transformation Strategic Plan. In an effort to deliver business driven solutions that achieve tangible mission value, (b) (4) completed two-five year IT Roadmaps for an initial set of eight DOI Lines of Business (LoBs). These IT Roadmaps were developed through a partnership with all DOI Bureaus/Offices and the DOI OCIO, aimed at addressing the specific needs of the Bureaus/Offices while aligning to the strategic direction of the DOI OCIO and department as a whole. Upon completion of the initial eight roadmaps, our team will work with the OCIO and LoB stakeholders to identify the next set of IT roadmaps to be undertaken. Our efforts have resulted in the identification and execution of projects for reducing redundant systems, increasing stakeholder satisfaction, and improving efficiencies in IT spending.</p> <ul style="list-style-type: none"> Business Need and Improvement Opportunity Identification: (b) (4) completed an analysis of the business needs and associated IT improvement opportunities through a series of stakeholder interview sessions across all DOI bureaus and offices. The Lines of Business and areas of focus during these sessions included: IT Asset Management, Budget Formulation, Performance Management, Financial Management, Human Resource Management, Environmental Management, Revenue Collection, and Wildland Fire. IT Roadmap Development and Maintenance: (b) (4) developed a two to five year roadmaps that included a plan for executing projects and milestones that address DOI business needs and implement IT Improvement Opportunities while ensuring alignment and coordination with the DOI IT Transformation initiatives. Progress against these roadmap projects is reported to DOI OCIO leadership monthly and the roadmaps, as a whole, are refreshed quarterly. IT Roadmap Project Execution: (b) (4) is currently assisting each Roadmap team to execute the projects detailed in the specific LoB IT Roadmaps. While (b) (4) supports projects for each of the initial eight roadmaps, an example of successful roadmap projects can be seen in the Budget Formulation Roadmap. Departmental Budget Formulation Projects -Perform Requirements Identification, Solution Planning, and Implementation Support (Implementation has not started) for the DOI Departmental Budget Formulation solution. This solution will streamline the process and functionality required to perform budget formulation activities in a timely and cost effective manner. <p>How the Work is the Same or Similar to the Work Required</p> <p>This past performance reference supports not only supports all of the objectives identified for DOI IT Service Delivery, but also was designed in direct support of the goals set forth in the DOI IT Transformation Strategic Plan. (b) (4) is assisting DOI identify and deliver business and stakeholder driven services with a focus on increasing cost efficiencies and mission performance.</p> <p>Past Performance Evaluation Criteria</p> <p>The following provides an assessment of (b) (4) performance on this reference per the Section M Evaluation Criteria.</p> <ul style="list-style-type: none"> The organization's history of successful completion of projects; history of producing high quality reports and other deliverables; history of staying on schedule and within budget; (b) (4) helps DOI continually deliver successful LoB IT Roadmaps and all associated artifacts on time and within budget. Examples of these artifacts include the overarching IT Roadmap, Project Plans/Schedules, performance assessments, and regular status reports (weekly/monthly/quarterly/annually). The timely and effectiveness of these deliverables has been an integral piece in ensuring the successful delivery and acceptance of this project. The quality of cooperation within your organization and quality of cooperation, and performance between your organization and its customers; (b) (4) focuses on delivering high customer satisfaction through responsiveness and quality cooperation. Due to our cooperation with DOI bureaus/offices and the OCIO, this project has had a successful pilot first year and is continuing to expand in scope and extend in duration. Our team has repeatedly proven that our success is 100% dependent on working collaboratively with and understanding the intricacies of the DOI organization. The offeror's quality of service and improvement as represented by the past performance data and the offeror's approach to implementing performance measures and for improving system effectiveness over time; <p>Due to the nature of the services outlined in this past performance, maintaining a high quality of service and continuous improvement are the</p>			

Project Title: DOI Line of Business Segment Roadmap Development
Team Member: (b) (4)

only way to successfully achieve the goals of the project and maintain satisfied customers. We have implemented multiple performance review cycles and feedback surveys on the overall quality of service to ensure that we continue to exceed customer expectations. Eight out of eight of the LoB IT Roadmaps are continuing to request follow on services and the expansion to new Roadmaps is currently being evaluated.

- The offeror's responsiveness to customers as represented by past performance data as it relates to the responsiveness to customers and the offeror's success in the ability to respond to requests, both scheduled and ad-hoc, for services, data, analysis, and additional tasks in a timely and appropriate manner.

This evaluation criteria ties directly the reason why (b) (4) selected by DOI to perform the referenced past performance. Our team has been repeatedly acknowledge for its highly effective ability to respond to the dynamic requests of DOI stakeholders in a structured and repeatable fashion on both a scheduled and ad-hoc basis. We have a documented methodology for capturing, monitoring, analyzing, and responding the needs of our stakeholders. We use that same methodology for performing the LoB IT Roadmap business need collection, prioritization, and mediation.

- Assessment of performance risks based on offeror's likelihood of success in performing the solicitation's requirements as indicated by the offeror's record of past performance.

(b) (4) staff, expertise, experience, and current knowledge of DOI helps make our team a low-risk alternative for DOI and can successfully perform the requirements of this solicitation.

<i>Key Personnel who Participated in this Contract and are Proposed for this Effort</i>			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>

Addressed as needed by Task Order

Problems Encountered/Corrective Actions

Problem Encountered: (b) (4)
 (b) (4)
 (b) (4)
 (b) (4)

12. Current status of contract (choose one):

<input checked="" type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Terminated for convenience
<input type="checkbox"/> Work continuing, behind schedule	<input type="checkbox"/> Terminated for default
<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Other (explain)
<input type="checkbox"/> Work completed, routine administrative action pending or underway	
<input type="checkbox"/> Work completed, claims negotiations pending or underway	

C.6 (b) (4)(b) (4)(b) (4) PAST PERFORMANCE

Project Title: DHS HSDN			
Team Member: (b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		Department of Homeland Security	
2. Complete address:		301 7th St SW Washington, DC	
3. Contract number or other reference:		7500089896	4. Date of contract 11/04
5. Date work was begun:		11/04	6. Date work was completed: 02/18 Ongoing
7. Estimated contract price:		(b) (4)	8. Final amount invoiced or amount invoiced to date: \$18,412,755
9a. Technical point of contact:		(b) (4)	9b. Contracting or purchasing point of contact: (b) (4)
10. Location of work (country, state or province, county, city):		12900 Federal Systems Park Drive, Fairfax, VA 22033	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>Consultative Services for Server and Application Virtualization:</p> <p>In 2004, (b) (4)(b) (4) was contracted, by Northrop Grumman (NG), to assist in the design, development, and implementation of a Microsoft Active Directory 2003 and Citrix Presentation Server 3.0/Windows 2003 server environment for the Department of Homeland Security that would allow three government agencies and their locations all over the US to communicate securely on a single system.</p> <p>This effort at DHS is relevant for the Cloud Foundation Hosting initiative because of Convergence's experience and expertise virtualizing enterprise apps, servers, desktops (VDI) and storage.</p> <p>The objective of this project was twofold. The first major goal had been to build an Active Directory 2003 Infrastructure capable of supporting the initial pilot of 1500 users, which included software licensing, server-based computing terminals, and existing desktops. The second major goal had been to build a new Citrix Server farm in parallel to the existing proof of concept farm.</p> <p>(b) (4)(b) (4) also worked in conjunction with the DHS engineering team toward goals that were closely aligned to the DHS objectives and were attainable within the timetable approved by our client. These goals were to create the Active Directory design needed to satisfy security requirements from the client; to create a remote access server farm that runs more efficiently with increased functionality within a Windows 2003 environment; to provide a remote means by which Citrix Web Interface can be accessed securely via SSL (this was a provisional objective, based on the appropriate approval levels of security); and to develop and implement a process for unattended installation of the operating system, Citrix Server, and applications (via Group policies).</p> <p>The pilot Citrix Presentation server farm established was a success and the follow-on project for expanded delivery was awarded. Our success was assured based on many steps that were verified throughout the process including third-party inventory management, a timetable that accounted for schedule flexibility of all personnel that would be required, and a successfully proven designed. Following the pilot, (b) (4)(b) (4) worked with the DHS Engineering team to expand the environment to accommodate 10000+ additional users and a multi-level secured remote accessible environment. An unattended installation capability called AutoBuild was also created. This design allowed the Windows and Citrix environments, to be built unattended from bare metal to working state, within 60 minutes of its launch. The AutoBuild process also allowed for reduced administration while permitting future rapid scaling capabilities.</p> <p>Since the initial pilot, (b) (4)(b) (4) has worked closely with the Engineering team to upgrade and expand the capabilities of the environment. (b) (4)(b) (4) led the design and implementation of a tech refresh that includes Microsoft Server 2008, Server 2008 Active Directory, Microsoft Exchange Server 2007, Microsoft SQL Server 2008, Citrix XenApp 5, VMware vSphere infrastructure utilizing the Cisco Nexus 1000v, and NetApp SANs. Additionally, (b) (4)(b) (4) has worked with DHS to improve failover procedures and efficiency between sites by utilizing VMware's Site Recovery Manager (SRM). This tech refresh project has helped to streamline and homogenize the environment from both the end-user and the administrative standpoint by reducing the number of disparate systems and monitoring tools necessary for users to receive services and for administrators to manage the back-end infrastructure. (b) (4)(b) (4) also assists with operations and maintenance tasks on the network. This includes upgrades to Microsoft (Active Directory) and Citrix (XenApp), and handling Level I, II, and III support calls.</p> <p>The overall project challenges including, but not limited to, new government agency and technologies that caused the DHS to think differently all added to the normal challenges of security and timeframe. (b) (4)(b) (4) overcame challenges by being incredibly successful with the proof of concept/pilot. Showing DHS that our conceptual design would work as promised and adopting a new one of delivery information would not jeopardize security and put the agency at risk. We also had to show DHS that the technologies being recommended at a long history of advancement and that the technologies had a future life cycle roadmap.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered (b) (4)			
(b) (4)			
Corrective Actions (b) (4)			
(b) (4)			
Problem Encountered —(b) (4)			
(b) (4)			

Project Title: DHS HSDN	
Team Member: (b) (4)(b) (4)	
Corrective Actions: (b) (4)	
(b) (4)	
Problem Encountered: (b) (4)	
Corrective Actions: (b) (4)	
12. Current status of contract (choose one):	
<input type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Terminated for convenience
<input type="checkbox"/> Work continuing, behind schedule	<input type="checkbox"/> Terminated for default
<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Other (explain)
<input type="checkbox"/> Work completed, routine administrative action pending or underway	
<input type="checkbox"/> Work completed, claims negotiations pending or underway	

Project Title: DIA NGDE			
Team Member: (b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		Defense Intelligence Agency	
2. Complete address:		2451 Crystal Drive, Arlington, VA 22202	
3. Contract number or other reference:		4. Date of contract	01/04/10
5. Date work was begun:		6. Date work was completed:	
03/12/10		06/15/10 Pilot Completed	
7. Estimated contract price:		8. Final amount invoiced or amount invoiced to date:	
(b) (4)		\$750,000.00	
9a. Technical point of contact:		9b. Contracting or purchasing point of contact:	
(b) (4)		(b) (4)	
10. Location of work (country, state or province, county, city):		2451 Crystal Drive, Arlington, VA 22202	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>(b) (4)(b) (4) Technology Consulting (CTC) has been providing the Defense Intelligence Agency (DIA) with a scalable solution to meet the agency's business needs through the design, delivery, and support of DIA's worldwide Next Generation Desktop Environment (NGDE). This work at DIA is relevant to DOI Foundation Cloud Hosting because of Convergence's successful implementation of Enterprise consolidation and modernization including Active Directory and Group Policy reorganization, standardization of an Enterprise virtual desktop policy, user profile policies and folder redirection, and LAN and WAN considerations. Also, CTC successfully virtualized over 100 mission critical applications.</p> <p>Our scalable solution provides next generation desktops on both multi-level security (MLS) thin clients and legacy end-points; centralized server management; reduces operation and maintenance (O&M) time and costs; and provides equal or better user experience for the solution versus the DIA's existing solution. CTC engineers are providing the technical architecture and systems integration for the virtual environment while BAE Systems is providing the program management components of the project. We are designing and implementing technologies that cover the areas of server virtualization, virtual desktop, application virtualization, end user experience, and storage. CTC earned their work on this Task Order after successfully completing a pilot project and delivering a customized VDI infrastructure solution to support the DTAO's next generation MLS system.</p> <p>In 2010, CTC supported BAE Systems in the delivery of a pilot solution for a next generation replacement for the agency's existing DoDIIS Trusted Workstation (DTW) using leading virtual desktop technologies. The pilot included building a new Virtual Desktop Infrastructure (VDI) for use by 250 pilot users connecting through the RTCS Trusted Thin Client MLS solution. Our solution was found to be superior in an extensive test and evaluation performed during the competitive pilot and we were awarded the contract to implement the Next Generation Desktop Environment solution.</p> <p>Next Generation Desktop Pilot</p> <p>CTC conducted the pilot solution in three phases: design, implementation, and O&M. CTC architects created a pilot solution that would meet user requirements in the future by supporting a user base of approximately 40,000 end users located worldwide. Our strong working relationship with the thin client vendor and network infrastructure vendor allowed us to ensure all components would successfully integrate during the implementation phase. We incorporated user requirements during the design process and included remote sites with high latency, bidirectional audio; high performance multimedia; and the delivery of geospatial applications. The original pilot program was scheduled to be completed and evaluated in 6 months, but due to delays in the hardware procurement on the part of the Government, the contract schedule was compressed to 4 months. However, CTC quickly adjusted to the reduced project length and successfully designed, implemented, and maintained the solution in time to meet the original due date. We exceeded all milestones that had been set for the pilot program. In addition to the 250 users, CTC virtualized over 100 applications; built infrastructure for two secure enclaves; and implemented a warm disaster recovery site for the solutions at a second location.</p> <p>Upon completion of the solution implementation, CTC immediately began providing O&M support of the provided solution. The O&M phase included training the DIA IT staff on the new technologies and O&M functions of the next generation solution.</p> <p>During the 4 month pilot operation timeframe, we maintained a 99.9% system availability rating and only suffered one outage during working hours. We also demonstrated site-to-site failover when a switch outside of our control power cycled and disconnected our primary datacenter. All thin clients failed over to the secondary datacenter in less than 2 minutes with a simple notification message to the user causing no major disruption to the service.</p> <p>CTC received the award to design, deliver and support DIA's worldwide NGDE. After completing a long-term pilot project using leading virtual desktop technologies we exceeded all milestones and were selected as the integrator to deliver DIA's worldwide VDI and Server Virtualization solution within their Multi-Level Secure (MLS) network environment.</p> <p>Worldwide VDI and Server Virtualization solution</p> <p>Senior Engineers from CTC are providing guidance on Enterprise consolidation and modernization including Active Directory and Group Policy reorganization, standardization of an Enterprise desktop policy, user profile policies and folder redirection, and LAN and WAN considerations. CTC is also providing engineers to serve as subject matter experts in virtualization and implement a ground up virtual desktop infrastructure at 14 sites worldwide.</p> <p>The upgraded workstations are intended to provide analysts with high-performance access to critical applications resulting in less maintenance and greater control over software licenses, versions and updates. In order to achieve these benefits, complex 3D graphics, computationally demanding software tools, and software – such as streaming video – will be accessed through a virtualized environment rather than maintaining software on individual desktops. Virtual Desktops, coupled with Virtualized Applications and a Virtualized User Environment create an on-demand, customized environment for the end-user.</p>			

Project Title: DIA NGDE			
Team Member: (b) (4)(b) (4)			
<p>To date, we have built capacity for 2,000 virtual desktops across 3 different consolidated sites, previously 4 sites. Prior to NGDE these 4 sites were individually administering multiple terminal servers, but now a single Enterprise team manages a Gold Desktop Image and a virtual application repository. In the legacy environment, a team at each site installed monthly patches on every single terminal server and application updates had to be applied one at a time to each server. This led to long patch cycles and servers running different application baselines at each site. In the new Enterprise approach with NGDE a single Gold Image is updated in one location and replicated to all sites. New applications and the updates are added to the virtual application repository and replicated to all sites. Prior to NGDE each site had their own application baseline, but now there is a single application baseline and every site is provided with an enterprise baseline of applications. Patch cycles are drastically reduced since only a single image needs to be updated. With the use of Virtual Desktop technology, a more consistent and secure environment is delivered Enterprise wide.</p> <p>The solution will scale to 14 different sites without causing any additional overhead to Desktop Maintenance. The single Gold Image will be replicated enterprise wide to all sites following the patch once methodology. Added to the traditional application set is geospatial applications like Google Earth which is a capability that had not previously existed on the customer's thin client solution.</p> <p>We provide IT logistics support to the customer in the form of hardware and software procurement. Working with procurement and the vendors, we track every asset from the time that it is ordered to its delivery on site. We mitigate procurement risk such as equipment backorders that might impact schedule by having our senior engineers interact with multiple vendors (Cisco, HP, NetApp, Citrix, VMware, AppSense, Microsoft, McAfee) on a weekly basis. We are also involved in forming the Bill of Materials for all NGDE equipment.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered— (b) (4) (b) (4)			
(b) (4)			
Problem Encountered (b) (4) Corrective Actions— (b) (4)			
Problem Encountered— (b) (4) Corrective Actions— (b) (4)			
12. Current status of contract (choose one):			
Work continuing, on schedule	Terminated for convenience		
Work continuing, behind schedule	Terminated for default		
<u>Work completed, no further action pending or underway</u>	Other (explain)		
Work completed, routine administrative action pending or underway			
Work completed, claims negotiations pending or underway			

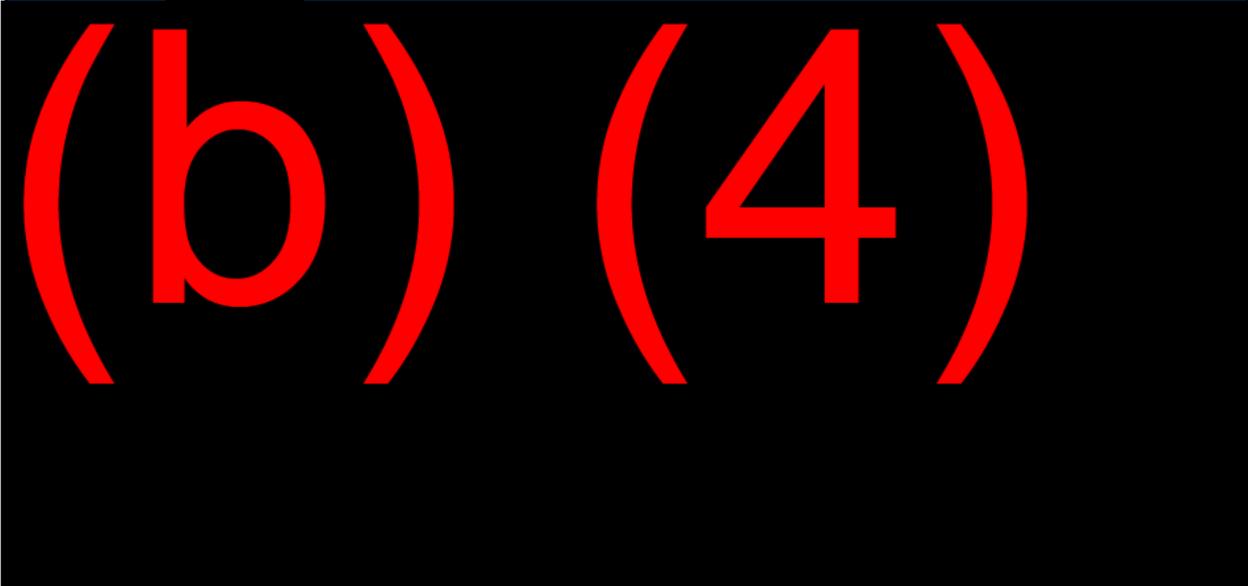
Project Title: (b) (4) <i>Server and Application Virtualization</i>			
Team Member: (b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization: (b) (4)			
2. Complete address: (b) (4)			
3. Contract number or other reference: Insight -12279781		4. Date of contract: 02/01/08	
5. Date work was begun: 03/01/08		6. Date work was completed: Continuing	
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: (b) (4)	
9a. Technical point of contact: (b) (4)		9b. Contracting or purchasing point of contact: (b) (4)	
10. Location of work (country, state or province, county, city): (b) (4)			
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP. Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>(b) (4)(b) (4) Technology Consulting (b) (4)(b) (4) was contracted by (b) (4) to provide consultative services in relation to their existing Citrix farm and to assist the migrating to XenApp 4.5 for Windows Server 2003. (b) (4)(b) (4) provided a stable server build process that would implement new servers in a few hours rather than days. (b) (4)(b) (4) eliminated legacy server imaging technologies that also required frequent administrator interaction. The use of these technologies and processes provided (b) (4) with improved performance of both the servers and infrastructure. (b) (4)(b) (4) provided and executed those recommendations by working closely with (b) (4) IT staff. By leveraging unique experiences with Citrix Presentation Server, (b) (4)(b) (4) streamlined the Citrix environment and provided staff augmentation abilities, thereby increasing the output of (b) (4) IT staff.</p> <p>This work is similar in scope to DOI as (b) (4) is now in a virtual machine and virtualized application environment with a decreased reliance on IT administration and management.</p> <p>(b) (4)(b) (4) also lead an initiative to create additional Active Directory domains to support XenApp farms for development and application testing initiatives. By delivering separate domains and XenApp farms for development, the production XenApp farm and domain were protected from both improper change management and applications that are incapable of running in a Windows Server 2003 environment.</p> <p>During the engagement, (b) (4)(b) (4) was also tasked, along with Compuware employees, with creating and administering the Citrix farms being monitored by Compuware Vantage. (b) (4)(b) (4) helped create server baselines for the application servers and the supporting servers, which include SQL Server 2005, IIS 6 Web Servers with Citrix Web Interface 4.6, and file servers. (b) (4)(b) (4) also assisted with creating data reports and dashboards that displayed custom alerts defined around gathered baselines.</p> <p>(b) (4)(b) (4) staff provided to (b) (4) to provide staff augmentation to facilitate best practices within (b) (4) IT with regard to server virtualization and application virtualization. CTC staff focused on long-range objectives regarding (b) (4) needs, providing solutions for both the original need (XenApp migration; creation of development environment) and the additional client requested need (server virtualization process streamline; server monitoring). The implementation of new processes and services streamlined the workload of (b) (4) employees that provided them with time to focus on other internal projects. Convergence's expertise in these areas provided (b) (4) with solutions that have long-term value and impact.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered— (b) (4)			
(b) (4)			
Corrective Actions (b) (4)			
(b) (4)			
Problem Encountered (b) (4)			
Corrective Actions (b) (4)			
(b) (4)			
Problem Encountered— (b) (4)			
Corrective Actions— (b) (4)			
(b) (4)			
Problem (b) (4)			
Corrective Actions (b) (4)			
(b) (4)			
12. Current status of contract (choose one):			
<input type="checkbox"/> Work continuing, on schedule		<input type="checkbox"/> Terminated for convenience	
<input type="checkbox"/> Work continuing, behind schedule		<input type="checkbox"/> Terminated for default	

Project Title: (b) (4) <i>Server and Application Virtualization</i>	
Team Member: (b) (4)(b) (4)	
Work completed, no further action pending or underway	Other (explain)
Work completed, routine administrative action pending or underway	
Work completed, claims negotiations pending or underway	

C.7 (b) (4)(b) (4)(b) (4) PAST PERFORMANCE

Project Title (b) (4) <i>WS IaaS</i>			
Team Member: (b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		(b) (4)	
2. Complete address:		(b) (4)	
3. Contract number or other reference:	9827-0518-7028	4. Date of contract:	10/07
5. Date work was begun:	10/07	6. Date work was completed:	On-going
7. Estimated contract price:	N/A	8. Final amount invoiced or amount invoiced to date: (b) (4)	
9a. Technical point of contact:	(b) (4)		9b. Contracting or purchasing point of contact: (b) (4)
10. Location of work (country, state or province, county, city):		N/A- IaaS Cloud	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
Technical Service Lines (paragraphs are annotated based on the following eight categories of service line or accomplishment):			
<ul style="list-style-type: none">• Storage Services• Secure File Transfer Services• Virtual Machine Services• Database Hosting Services• Web Hosting Services• Development and Test Environment Hosting Services• SAP Application Hosting Services• Significant Achievement(s): (tied to DOI Objectives (i.e. Improve DC services, Green IT, Scaling, Sec & Privacy, etc))			

Project Title: (b) (4) AWS IaaS
 Team Member: (b) (4)(b) (4)



Key Personnel who Participated in this Contract and are Proposed for this Effort

<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
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Addressed as needed by Task Order

Problems Encountered/Corrective Actions

Problem Encountered— None

Corrective Actions—N/A

12. Current status of contract (choose one):

<input checked="" type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Terminated for convenience
<input type="checkbox"/> Work continuing, behind schedule	<input type="checkbox"/> Terminated for default
<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Other (explain)
<input type="checkbox"/> Work completed, routine administrative action pending or underway	
<input type="checkbox"/> Work completed, claims negotiations pending or underway	

Project Title: (b) (4) AQS IaaS	
Team Member: (b) (4)(b) (4)	
Problem Encountered— None	
Corrective Actions— N/A	
12. Current status of contract (choose one):	
<input type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Terminated for convenience
<input type="checkbox"/> Work continuing, behind schedule	<input type="checkbox"/> Terminated for default
<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Other (explain)
<input type="checkbox"/> Work completed, routine administrative action pending or underway	
<input type="checkbox"/> Work completed, claims negotiations pending or underway	

Project Title: NASA Jet Propulsion Laboratory AWS IaaS			
Contractor: (b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		National Aeronautics and Space Administration (NASA) Jet Propulsion Laboratory (JPL)	
2. Complete address:		4800 Oak Grove Drive, Pasadena, CA 91109	
3. Contract number or other reference:		1386271	4. Date of contract
5. Date work was begun:		9/09	6. Date work was completed:
			On-going
7. Estimated contract price:		(b) (4)	8. Final amount invoiced or amount invoiced to date:
			(b) (4)
9a. Technical point of contact:	Tom Soderstrom/Program Manager, JPL IT Chief Technology Officer 4800 Oak Grove Drive Pasadena, CA 91109 (818) 298-1505 Tomas.J.Soderstrom@jpl.nasa.gov	9b. Contracting or purchasing point of contact:	Tom Soderstrom/Program Manager, JPL IT Chief Technology Officer 4800 Oak Grove Drive Pasadena, CA 91109 (818) 298-1505 Tomas.J.Soderstrom@jpl.nasa.gov
10. Location of work (country, state or province, county, city):		NASA Users and Sites throughout the Continental US	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>Amazon Web Services provided NASA's Jet Propulsion Laboratory (JPL) with an approach to the development and integration of new and improved service offerings to Cloud Computing. NASA's JPL has worked collaboratively with Amazon Web Services (AWS) over the last 4 years to provide input and requirements that has led to new services and feature enhancements. In turn, NASA JPL has used these innovations to deliver support to critical missions such as the Mars Exploration Rover program, the Carbon in the Arctic Reservoir Vulnerability Experiment (CARVE), the Cassini Mission, and the Lunar Mapping and Modeling Project.</p> <p>Feedback on new requirements was provided through formal mechanisms, such as participation in the AWS Customer Advisory Board, and informal mechanisms via meetings with AWS executives and product managers. As an early Beta tester of many new services, JPL has provided feedback that has often shaped or influenced feature prioritizations. This, in turn, has allowed JPL early access to AWS technology and the ability to influence the introduction of capabilities that directly benefit JPL. (6)</p> <p>One example is the Simple Workflow Service (SWF). SWF is an orchestration service for building scalable distributed applications. Using Amazon SWF, developers can structure the various processing steps in an application as "tasks" that drive work in distributed applications, and Amazon SWF coordinates these tasks in a reliable and scalable manner. JPL was an early tester and user of SWF, providing feedback more than a year before its public release. JPL was able to distribute image processing from the Mars Rover using SWF to coordinate complex workflows that used on-premise servers at JPL and off-premise servers in the Amazon Cloud. (6)</p> <p>Over the years, JPL has played a role in influencing and has benefited from new services such as High Performance Computing (HPC) Clusters, the Virtual Private Cloud (VPC), CloudFront Content Distribution Networking (CDN), Identity Access and Management (IAM), and Billing features, to name just a few. (8)</p> <p>The partnership with JPL and AWS has also driven legal and contracting innovations. Through its collaboration with AWS, JPL was able to establish a contractual vehicle that took advantage of the elasticity of the cloud within the predictability of a firm budgeting cycle. (8)</p> <p>JPL has relied on Amazon's publicly stated SLAs for EC2, S3, CloudFront, Route 53, and its premium support. At the same time, JPL has also architected its applications according to best practices to achieve high levels of reliability and resiliency required to support mission critical systems. These best practices include deploying across multiple availability zones and design redundant back-ups. (6) (8)</p> <p>AWS provides Amazon Cluster Compute Cloud Instances, Amazon EC2, and Amazon Simple Queue Service (Amazon SQS) based upon a flexible pricing option where JPL only pays for storage of data and for cycles used by queries. The benefit for JPL is that by using AWS, it has ready access to robust parallel processing that would otherwise be cost prohibitive. The direct cost efficiencies generated from AWS parallel processing options equates to over 30% reduction of yearly cost. (1) (3) (8)</p> <p>JPL has also used the Spot Pricing model to achieve substantial cost savings for its scientific workloads. In a recent test, JPL was able to construct a 2 Teraflop cluster for only \$16.20/per hour. AWS has also worked with JPL to provide flexible pricing models include Fixed Reserved Instance and pre-pay options. (3) (8)</p> <p>Energy efficient cloud computing infrastructure was not a requirement for this customer. The services from AWS are discrete and loosely coupled, and JPL has consumed AWS from its public and GovCloud regions, and not from a containerized solution deployed on JPL premises. (8)</p> <p>Because of the on-demand nature of JPL's use of the AWS cloud, there have not been any contractual schedule requirements. However, over the years, JPL has provided feedback to AWS on Service features and suggestions, and AWS has been very agile and responsive to incorporate them into new offerings or service improvements. (8)</p> <p>ATHLETE</p> <p>NASA's Jet Propulsion Laboratory (JPL) uses Amazon's cluster compute environment to process high resolution satellite images that provide guidance and situational awareness to its robots. To streamline processing, JPL relies on Amazon Cluster Compute Cloud Instances and Amazon Simple Queue Service (Amazon SQS) to deploy massive computations with less effort. (3)</p> <p>JPL has developed the All-Terrain Hex-Limbed Extra-Terrestrial Explorer (ATHLETE) robot. As a multi-purpose vehicle, each of the ATHLETE's six limbs is attached to a wheel, enabling the vehicle to travel across various types of terrain—ranging from smooth surfaces to rolling hills to ruggedly steep terrain. However, the wheels can also be locked to transform the limbs into general purpose legs that can be used as feet. The ATHLETE robot can also be used for loading, unloading, and transporting cargo for long distances.</p> <p>As part of the Desert Research and Training Studies (D-RATS), JPL performs annual field tests on the ATHLETE robot in conjunction with robots from other NASA centers. While driving the robots, operators depend on high-resolution satellite images for guidance, positioning, and situational awareness. To streamline the processing of the satellite images, JPL engineers developed an application that takes advantage of the parallel nature of the workflow. JPL relies on Amazon Web Services (AWS) for this effort.(2) (3)</p> <p>During surface operations on Mars, each rover receives a new set of instructions at the beginning of each Martian day. JPL relies on Amazon</p>			

Project Title: NASA Jet Propulsion Laboratory AWS IaaS

Contractor: (b) (4)(b) (4)

Simple Storage Service (Amazon S3) to store terabytes of critical instruction set data. This sensitive data is encrypted for security, as is the complete archival record of the Mars Exploration Rover, which is also stored in S3. (1)

The JPL application is built on Polyphony, which is a modular workflow orchestration framework designed to streamline the process of leveraging hundreds of nodes on Amazon Elastic Compute Cloud (Amazon EC2). By accommodating excess capacity on local machines and spare resources in the supercomputing center, Polyphony meshes perfectly with Amazon’s S3 storage and cloud computing. Most important, Polyphony enables the resources to work together to achieve a common goal. By using Amazon Simple Queue Service (Amazon SQS), JPL developers can deploy massive computations on Amazon EC2 by writing as little as a single class. (3)

JPL had previously used Polyphony to validate the utility of cloud computing for processing hundreds of thousands of small images in an Amazon EC2 environment. However, JPL has adopted the cluster compute environment for processing huge images and recently processed a 3.2 giga-pixel image to support the ATHLETE robot operations in its 2010 D-RATS field test. Khawaja Shams, Senior Solution Architect, reports that “AWS’s resources completed the work in less than two hours on a cluster of 30 Cluster Compute Instances. This demonstrates a significant improvement over previous implementations.” (6)

In addition to its support for the ATHLETE robot, Polyphony has been delivered to the Mars Science Laboratory to serve as one of the primary data processing and delivery pipelines that process data downloaded from Mars. Khawaja Shams, Senior Solution Architect, explains that the application “allowed us to process nearly 200,000 Cassini images within a few hours under \$200 on AWS.” Due to the lack of elasticity available internally before switching to AWS, Khawaja explains that “we were only able to use a single machine locally and spent more than 15 days on the same task.” The efficiency and cost-savings offered by AWS has proven invaluable. (3)

JPL has some workloads where they wish to leverage AWS that require International Traffic in Arms Regulations (ITAR), compliance. AWS met this need by launching GovCloud. GovCloud is an AWS Region designed to allow US government agencies and contractors to move more sensitive workloads into the cloud by addressing their specific regulatory and compliance requirements. Previously, government agencies with data subject to compliance regulations such as ITAR, which governs how organizations manage and store defense-related data, were unable to process and store data in the cloud that the federal government mandated be accessible only by US persons. Because AWS GovCloud is physically and logically accessible by US persons only, government agencies can now manage more heavily regulated data in AWS while remaining compliant with strict federal requirements. The new Region offers the same high level of security as other AWS Regions and supports existing AWS security controls and certifications such as FISMA, SAS-70, ISO 27001, FIPS 140-2 compliant end points, and PCI DSS Level 1. AWS also provides an environment that enables agencies to comply with HIPAA regulations. The introduction of the AWS GovCloud was an influencing factor in NASA’s strategic shift from the construction of its internal private cloud platform based on OpenStack – Nebula - to one where, as NASA CIO Linda Cureton says, NASA is a “smart consumer” of commercial cloud services, including Amazon. (2) (8)

Table of Accomplishments and Value to Client (8)

<i>Criteria</i>	<i>Accomplishments</i>	<i>Value to Client</i>
Cost Efficiencies	<ul style="list-style-type: none"> JPL only pays for storage of data and for cycles used by queries 	<ul style="list-style-type: none"> JPL has access to very robust parallel processing that would otherwise be cost prohibitive Over 30% reduction in yearly cost
Flexibility and Scalability	<ul style="list-style-type: none"> SimpleDB automatically scales during heavy queries or saves S3 designed to handle heavy traffic with automatic replication 	<ul style="list-style-type: none"> Streamlined processes even during peak busy time No need to budget and architect for redundant storage Scalability allowing operation for tens of thousands of sols without degradation in performance
Reduction in Staff Support Time	<ul style="list-style-type: none"> Plan searches resolve within tens of milliseconds, including network latency S3 Restful interface enables JPL to write simple programs Reduced data processing time from 90 minutes to 15 minutes using parallel processing 	<ul style="list-style-type: none"> Increased mission planning time, resulting in high quality scientific observations Leveraging standard HTTP methods provides programing flexibility for resources

“NASA shifted to a new web services model that uses Amazon Web Services for cloud-based enterprise infrastructure. This cloud-based model supports a wide variety of web applications and sites using an interoperable, standards-based, and secure environment while providing almost a million dollars in cost savings each year.” -- Linda Cureton, NASA CIO

Curiosity

On November 26, 2011, NASA launched Curiosity on an 8-month voyage to the Red Planet. This high-profile mission had a number of challenges that needed to be overcome in order to be successful. First, the landing was a huge challenge because Curiosity’s mass rendered previous landing approaches untenable. Engineers at JPL designed an innovative entry/descent/landing technique that concluded with a “sky crane” maneuver that gently lowered Curiosity to the surface. NASA wanted to ensure that this thrilling experience was shared with fans across the globe by providing up-to-the-minute details of the mission - especially during the final 7 minutes it took for the rover to descend through the Martian atmosphere and land on Mars. The availability, scalability, and performance of the mars.jpl.nasa.gov website was of the utmost essence during the landing event. Prior to working with AWS, supporting hundreds of thousands of concurrent visitors to the website would have been very difficult, requiring significant web and live video streaming infrastructure that NASA/JPL did not have. (3) (5)

NASA’s Jet Propulsion Laboratory used AWS to stream the images and video associated with Curiosity’s landing. Cloud computing enabled JPL to provision capacity rapidly and leverage the AWS cloud to deliver successfully engaging experiences of Mars to the public. With public users all over the globe visiting its sites, NASA/JPL served its contents from AWS regions around the world to enhance the viewers experience and scale to meet global demand. Novel use of Amazon Route 53 and Elastic Load Balancers (ELB) enabled NASA/JPL to balance the load across AWS regions and ensure the availability of its content under all circumstances imaginable. The final architecture, co-developed and reviewed across NASA/JPL and Amazon Web Services, provided NASA with assurance that the deployment model could cost-effectively scale, perform, and deliver an incredible experience of landing on another planet. With unrelenting goals to get the data out to the public, NASA/JPL prepared to service hundreds of gigabits/second of traffic for hundreds of thousands of concurrent viewers. (5)

In just a few weeks, NASA/JPL was able to design, build, test, and deploy their web hosting and live video streaming solutions that were built

Project Title: NASA Jet Propulsion Laboratory AWS IaaS			
Contractor: (b) (4)(b) (4)			
<p>using a variety of services on AWS. NASA/JPL's live video streaming architecture was developed on a combination of Adobe Flash Media Server, Amazon Elastic Compute Cloud (Amazon EC2) instances running the popular nginx caching tier, Elastic Load Balancing, Amazon Route 53 for DNS management, and Amazon CloudFront for content delivery. AWS CloudFormation automates the deployment of live video streaming infrastructure stacks across multiple AWS Availability Zones (AZ) and regions. (5) (6)</p> <p>Additionally, Amazon EC2 instances running the Amazon Linux AMI were configured using configuration scripts and Amazon EC2 instance metadata. Shortly before the landing, NASA/JPL provisioned stacks of AWS infrastructure, each capable of handling 25 Gbps of traffic. NASA/JPL used Amazon CloudWatch to monitor spikes in traffic volume and provision additional capacity based on regional demand. As traffic volumes returned to normal hours after the landing, NASA/JPL used AWS CloudFormation to de-provision resources using a single command. (5)</p> <p>The mars.jpl.nasa.gov website is based on the open-source Content Management System (CMS) Railo, running on Amazon EC2. Shared storage for Railo is provided by Amazon EC2 instances running Gluster on a pool of Amazon Elastic Block Store (EBS) volumes for consistently high performance disk I/O. The CMS also interacts with a highly available, multi-AZ MySQL database managed by Amazon Relational Database Service (RDS). Traffic is dispersed across CMS servers by a number of Elastic Load Balancers using Amazon Route 53 to provide a weighted traffic distribution across the ELBs. Amazon CloudFront is also used to spread traffic to points of presence around the world, thereby reducing latency for international visitors and improving the overall scalability of the solution. Furthermore, NASA leverages Amazon Simple Workflow Service (Amazon SWF) to copy the latest images from Mars to Amazon S3. Metadata is stored in Amazon SimpleDB and Amazon SWF triggers provisioning of Amazon EC2 instances to process images as each transmission from Curiosity is relayed to Earth. The diagram below illustrates NASA/JPL's web architecture. (3) (5)</p> <p>Operating the mars.jpl.nasa.gov website on Amazon Web Services allowed NASA/JPL to broadcast their message to the world without building this infrastructure themselves. The broad set of capabilities and ease-of-use afforded by AWS allowed NASA/JPL to construct a robust, scalable web infrastructure in only two to three weeks instead of months. (8)</p> <p>Now that Curiosity has landed safely on Mars, the mission will continue to use Amazon Web Services to automate the analysis of images from Mars, maximizing the time that scientists have to identify potential hazards or areas of particular scientific interest. As a result, scientists are able to send a longer sequence of commands to Curiosity that increases the amount of exploration that the Mars Science Laboratory can perform on any given sol (Martian day). (8)</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered— None			
Corrective Actions—N/A			
12. Current status of contract (choose one):			
<input type="checkbox"/> Work continuing, on schedule		Terminated for convenience	
<input type="checkbox"/> Work continuing, behind schedule		Terminated for default	
<input type="checkbox"/> Work completed, no further action pending or underway		Other (explain)	
<input type="checkbox"/> Work completed, routine administrative action pending or underway			
<input type="checkbox"/> Work completed, claims negotiations pending or underway			

C.8 (b) (4)(b) (4)(b) (4) PAST PERFORMANCE

Project Title: Centers for Medicare & Medicaid (CMS) Consolidated Information Technology Infrastructure Contract (CITIC)

Team Member: (b) (4)(b) (4)

1. Complete name of Government agency, commercial firm, or other organization:		Lockheed Martin – Consolidated Information Technology Infrastructure Contract	
2. Complete address:		3300 Lord Baltimore Dr., Baltimore, MD 21244-9800	
3. Contract number or other reference:		CMS-CITIC Prime Contract 263-01-D-0054	4. Date of contract 01/17/10
5. Date work was begun:		01/17/10	6. Date work was completed: Currently ongoing through 12/31/15
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: \$1,662,279	
9a. Technical point of contact:	(b) (4) (4)		9b. Contracting or purchasing point of contact: (b) (4) (4)
10. Location of work (country, state or province, county, city):		3300 Lord Baltimore Drive, Suite 200, Baltimore, MD 21244-9800	

11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)

(b) (4)(b) (4) is providing a host of services across the Centers for Medicare & Medicaid Services (CMS) Consolidated Information Technology Infrastructure Contract (CITIC) contract in support of LM. Our outsourcing and IT Operations and Maintenance support provides services 24x7x365. As part of our project management and engineering support, we provide systems integration services and software development, testing and support activities to include:

- IT Hosting Support Services. (b) (4)(b) (4) provides Systems Administration and Engineering support for over 650 virtual and physical servers, which host the Medicare Modernization Act (MMA) business systems (Medicare Part C & D). We manage the security certificates and provisioning for all systems, including the virtual server configurations/certificates. We also provide the Network Engineering and Operations support for over 1200 network devices/appliances, supporting a 3-zone architecture consisting of presentation, application, and data layers.
- (b) (4)(b) (4) provides data management and engineering services Enterprise Storage Management team, we support the storage requirements across the IBM mainframe, SUN Solaris, and Windows environments. Storage components include: EMC V-Max, HDS 9980 SAN, Brocade SAN switching, Brocade Director Fabric, Brocade Blade Servers, StorageTek SL8500, Fujitsu Eternus VTL, Ficon, Upstream, Netbackup, SAN, NAS, DAS, replication devices, caching devices, and related components. (b) (4)(b) (4) also provides Healthcare IT project management for multiple highly complex task orders.
- (b) (4)(b) (4) manages projects that are in compliance with the Federal Enterprise Architecture and ensure interface compatibility with Healthcare IT architecture requirements such as HIPPA, HL7 and Section 508 compliance in support of CIO directives.

Objectives Achieved – (b) (4)(b) (4) achieved all objectives and performance requirements of the IDIQ and multiple Task Orders. Our expertise, processes/procedures, and methodologies have resulted in improved performance of the CMS/CITIC contract. The (b) (4)(b) (4) team significantly contributed to the CMS/CITIC’s overall program Award Fee averaging 96%. We have continued to provide support and services to every functional area on this vehicle. All task requirements were completed in an exemplary fashion, on schedule and within budget. (b) (4) (b) (4) performance has led to LM selecting (b) (4)(b) (4) as a Mentor-Protégé for the Department of Health and Human Services and the Department of Veterans Affairs. HHS agreed with the Mentor-Protégé pair and selected the LM (b) (4)(b) (4) team to be their first Mentor-Protégé pair, tracking number 0001. Late this fall, the VA also saw the value of the LM (b) (4)(b) (4) Mentor-Protégé pair and awarded LM and (b) (4) (b) (4) an approved agreement in December 2010.

Relevancy to the Department of the Interior (DOI), FCHS – These efforts demonstrate (b) (4)(b) (4) ability to receive and execute a highly complex task order. (b) (4)(b) (4) has demonstrated the ability to perform highly complex system Task Orders, CIO sponsored Task Orders, Outsourcing and Operations & Maintenance Task Orders, and Integration and Software Development Task Orders. Our service delivery included Enterprise level Storage Services; multiple-channel Secure File Transfer Services; maintaining hundreds of Virtual Servers; hosting one of the largest (12 petabytes) database services in the country; providing Web Hosting Services for over 80M Americans on Medicare/Medicaid; maintaining Development, Testing, and production hosting services; and SAP hosting for CMS’s SOA environment. Our demonstrated experience and expertise included the entire System Development Life Cycle. The complexity of these environments and Task Orders required outstanding systems integration skills and execution. This clearly demonstrates the capabilities that only an experience Service Disabled Veteran Owned Small Business like (b) (4)(b) (4) can deliver.

<i>Key Personnel who Participated in this Contract and are Proposed for this Effort</i>			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
<i>Problems Encountered/Corrective Actions</i>			
Problem Encountered—None			
Corrective Actions—N/A			
12. Current status of contract (choose one):			
Work continuing, on schedule		Terminated for convenience	

Project Title: Centers for Medicare & Medicaid (CMS) Consolidated Information Technology Infrastructure Contract (CITIC)

Team Member: (b) (4)(b) (4)

Work continuing, behind schedule	Terminated for default
Work completed, no further action pending or underway	Other (explain)
Work completed, routine administrative action pending or underway	
Work completed, claims negotiations pending or underway	

Project Title: HP Quality Center Migration to the Baltimore Data Center (BDC) (CITIC)			
Team Member: (b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		HP Quality Center Migration to the Baltimore Data Center (BDC) / Lockheed Martin Consolidated Information Technology Infrastructure Contract	
2. Complete address:		3300 Lord Baltimore Dr., Baltimore, MD 21244-9800	
3. Contract number or other reference:		CMS-CITIC Prime Contract 263-01-D-0054	4. Date of contract 09/28/09
5. Date work was begun: 09/28/09		6. Date work was completed: 04/23/10	
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: \$75,000	
9a. Technical point of contact: (b) (4)		9b. Contracting or purchasing point of contact: (b) (4)	
10. Location of work (country, state or province, county, city): Address: 3300 Lord Baltimore Drive, Suite 200, Baltimore, MD 21244-9800			
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>In support of its daily mission, Centers for Medicare and Medicaid Services maintains a Hosted testing platform located in the Electronic Data Systems (EDS) Enterprise Data Center (EDC). This cloud hosted service is being used to support the testing and storage of applicable test cases in support of Fee-for-Service (FFS) releases by utilizing the Hewlett-Packard (HP) Quality Center Professional product. This tool brings significant value to the CMS and FFS community by helping to manage the thousands of test cases developed for FFS testing and to validate application readiness and compliance prior to production implementation.</p> <p>(b) (4)(b) (4) is providing all project management responsibilities for this effort. LM has contracted this work out to (b) (4)(b) (4) due to our unique knowledge of the environment and project management capabilities. We are responsible for all Cost, Schedule, and Performance aspects of this effort to include:</p> <ul style="list-style-type: none"> • Perform all activities necessary to procure, migrate, implement, integrate, and upgrade the cloud hosted HP Quality Center Professional product within the CMS testing infrastructure in the BDC. This effort includes all WINTEL, UNIX, data communications (DataComm), security, Operational Readiness Reviews (ORRs), and other necessary services required to host, monitor, and manage the HP Quality Center Professional product at the BDC. • Provide maintenance for HP Quality Center software. • Support and assist the system owner in performing testing and validation of the cloud hosted HP Quality Center Professional hardware, connectivity, and functionality. • Provide WINTEL and/or UNIX support, as required. • Provide CITIC Test team support, as required. • Procure, install and maintain a Quality Center Integration (QCI) server. The QCI will provide integration between the HP Quality Center software and the DOORS server in order to convert business requirements into test cases. <p>Deliverables included: Project Management Plan, Risk Plan, Budget Plan, Change Management Plan, Test Plan, Configuration Management Plan, and all Project Review and Readiness Review Plans.</p> <p>Objectives Achieved – (b) (4)(b) (4) achieved all objectives of the project. Our Project Management and Leadership completed the cloud hosted HP Quality Center Migration to the Baltimore Data Center (BDC). All task requirements were completed in an exemplary fashion, on schedule and within budget.</p> <p>Relevancy to the Department of the Interior (DOI), FCHS – (b) (4)(b) (4) provided migration of the complete SOA cloud environment of the HP Quality Center migration. This environment included the transition of all Storage Services; Secure File Transfer; Virtual Machine; Database Hosting; Web Hosting; and Development/Testing/Hosting environment.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered— None			
Corrective Actions—N/A			
12. Current status of contract (choose one):			
Work continuing, on schedule		Terminated for convenience	
Work continuing, behind schedule		Terminated for default	
Work completed, no further action pending or underway		Other (explain)	
Work completed, routine administrative action pending or underway			
Work completed, claims negotiations pending or underway			

Project Title: National Level Repository (CITIC)			
Team Member: (b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		National Level Repository/Lockheed Martin Consolidated Information Technology Infrastructure Contract	
2. Complete address:		3300 Lord Baltimore Dr., Baltimore, MD 21244-9800	
3. Contract number or other reference:		CMS-CITIC Prime Contract 263-01-D-0054	4. Date of contract
5. Date work was begun:		02/01/10	6. Date work was completed:
7. Estimated contract price:		(b) (4)	8. Final amount invoiced or amount invoiced to date:
9a. Technical point of contact:		(b) (4)	9b. Contracting or purchasing point of contact:
10. Location of work (country, state or province, county, city):		Address: 3300 Lord Baltimore Drive, Suite 200, Baltimore, MD 21244-9800	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP. Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>CMS has been tasked to design and develop the National Level Repository (NLR) which includes services to support data collection and exchange with systems residing in CMS Data Centers, business partners and State agencies responsible for administration and/or payment disbursements for the Medicare, Medicaid and Medicare Advantage programs. Other optional design and development activities include services and user interfaces to support business processes as a result of the legislation.</p> <p>(b) (4)(b) (4) is provided all project management responsibilities for this effort. LM has contracted this work out to (b) (4)(b) (4) due to our unique knowledge of the environment and project management capabilities. We were responsible for all Cost, Schedule, and Performance aspects of this effort to include:</p> <ul style="list-style-type: none"> • Procure, implement, and maintain the hardware and software needed to support the NLR application. • Configure and implement a DEV and VAL infrastructure for the NLR application. • Establish and configure z/Linux guests on the DEV and VAL environments. • Establish all network connections required to support the NLR project. • Configure firewalls to enable the application connectivity within the BDC to interact between NPPES/PECOS in DEV and VAL, as well as the EDC production and pre-production environments. • Establish or update hipersocket connectivity between the application hosting zLinux servers and the LPARs hosting the DEV and VAL DB2 databases as needed. • Perform DB2 system setup to support NLR databases in DEV and VAL z/OS environments. • Both the DEV and VAL NLR environments must have the same return to service response time as the production service support model for the period of performance. • Environments will need to support multiple testing lifecycles in the DEV, VAL and Production environments. Example: DEV and VAL: 0, +1, +2; PROD: P0, P+1 • If not established, build an enterprise clustered WAS environment in the application zone in DEV and VAL environments. • Work with the system owners and system developers to perform a gap analysis on the NPPES/PECOS environments and advise on additional capacity that will be required to support the NLR. • Plan for up to 2,000 new jobs to be scheduled through APCSS to support the NLR application. • Plan to implement up to 2,000 new EFT file transmissions to support the EDCs, States, HPMS system, MA Plans and Payment Contractor file exchanges. • Establish MQ or DB2 Connect connectivity to DB2 databases as needed. • Establish an application life cycle management methodology to ensure application code promotion within the virtual CMS Data Centers (BDC and EDC's). The methodology must address mainframe and multi-zone application deployment. • Implement system and security monitoring, and management software, necessary to monitor this environment. • Provide detailed information including infrastructure impact assessments, diagrams, and descriptions of the new environments. • Coordinate with vendors and other contractors to ensure that project goals and objectives are met according to schedule. <p>Deliverables include: Project Management Plan, Risk Plan, Budget Plan, Change Management Plan, Test Plan, Configuration Management Plan, and all Project Review and Readiness Review Plans.</p> <p>Relevancy to the Department of the Interior (DOI), FCHS – (b) (4)(b) (4) provided establishment of the National Level Repository environment of the Centers for Medicare and Medicaid Services. This environment included the transition of all Storage Services; Secure File Transfer; Virtual Machine; Database Hosting; and Development/Testing/Hosting environment.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
Name	Role	Duration	Extent of Involvement
Addressed as needed by Task Order			

Project Title: National Level Repository (CITIC)	
Team Member: (b) (4)(b) (4)	
Problems Encountered/Corrective Actions	
Problem Encountered— None	
Corrective Actions— N/A	
12. Current status of contract (choose one):	
Work continuing, on schedule	Terminated for convenience
Work continuing, behind schedule	Terminated for default
<u>Work completed, no further action pending or underway</u>	Other (explain)
Work completed, routine administrative action pending or underway	
Work completed, claims negotiations pending or underway	

C.9 (b) (4) PAST PERFORMANCE

Project: DOI ESN			
Team Member: (b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		Department of Interior	
2. Complete address:		12201 Sunrise Valley Drive, Reston, VA 20190	
3. Contract number or other reference:	GS-06F-0364Z	4. Date of contract	10/03-ongoing
5. Date work was begun:	10/03	6. Date work was completed:	ongoing
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: \$11,616,362.48 (billed)	
9a. Technical point of contact:	Earl Parkman 12201 Sunrise Valley Drive Reston, VA 20190 (703) 648-5529	9b. Contracting or purchasing point of contact:	Phyllis Talbert 12201 Sunrise Valley Drive Reston, VA 20190 (703) 648-5503
10. Location of work (country, state or province, county, city):		USA, VA, Fairfax Co. Reston	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>Team (b) (4) is the primary provider for one of the largest federal IT projects in the government; consolidating 13 wide-area networks across the country into a single Enterprise Services Network (ESN). The Enterprise Services Network provides Virtual Large Area Networks (VLAN) and Wide-Area Network service (WAN) that reach more than 2,600 DOI locations throughout the United States to provide secure intranet & internet connectivity to field personnel in geographically isolated locations around the country. Reliance Globalcom has worked with the DOI to consolidate and modernize its network to effectively handle basic data services and with 20 of the 24 key DOI facilities on-net today, Reliance Globalcom is poised to begin the optimization phase; migrating to fully managed data services and MPLS connectivity.</p> <p>(b) (4) in conjunction with its partner, Reliance Globalcom, has built and managed the DOI's Enterprise Services Network (ESN) for more than eight years now. The determination to make a single award to Team (b) (4) under the 8(a) STARS contract was based on our team meeting the following criteria:</p> <ul style="list-style-type: none"> • 100% SLA for uptime and service • The ability to build where needed and deploy Ethernet connections wide within a timeframe of 90 days or fewer • The ability to provide completely diverse pathways for new connections separated from existing carrier connections at the last mile of building entrances • Project Management, Network Operations Centers (NOC) for help desk services, Nationwide on-site break fix support <p>The entire project encompasses more than 1,000 locations. Reliance Globalcom connects many mission-critical applications from D.C. to Denver on multiple paths and at custom bandwidth levels. Post-implementation, the service is monitored 24x7x365 by two redundant Network Operations Centers (NOCs). Our highly-trained network engineers employ a range of industry-leading tools to respond to, if not anticipate, service-affecting events.</p> <ul style="list-style-type: none"> • High level overview of the contract, its purpose and scope of services <ul style="list-style-type: none"> – The Enterprise Services Network provides wide area network services that reach over 2,600 DOI locations throughout the United States and Alaska and provides secure intranet and internet connectivity field personnel located in some of the most remote and inaccessible areas of the country. – Team (b) (4) is the primary provider for one of the largest federal IT projects in the federal government, consolidating 13 wide area networks across the country into a single Enterprise Services Network (ESN). Reliance Globalcom worked with the DOI to consolidate and modernize their network to effectively handle basic data services. With 20 of the 24 key DOI facilities on net today, Reliance Globalcom is poised to begin the optimization phase, migrating to fully managed data services and MPLS connectivity. The entire project is said to include more than 1,000 locations worldwide. Reliance Globalcom also connects many mission critical applications from Washington to Denver on multiple paths and at custom bandwidth levels. <p>Highlights</p> <ul style="list-style-type: none"> • Team (b) (4) has played a major role in the DOI's initial phase of the ESN – bringing 24 key DOI facilities on-net by utilizing Reliance Globalcom's fiber infrastructure. • The new robust configuration significantly consolidates the DOI's intranet and Internet traffic down to just four major gateways, significantly enhancing security and efficiency. • (b) (4) in conjunction with its partner Reliance Globalcom, has built and managed the DOI's Enterprise Services Network (ESN) for more than 8 years now. The determination to make a single award under the 8(a) STARS contract was based on our team meeting the following criteria: <ul style="list-style-type: none"> – 100% SLA for uptime and service – The ability to build where needed and deploy Ethernet connections wide within a 90 day or less timeframe – The ability to provide completely diverse pathways for new connections separated from existing carrier connections at the last mile of building entrances – Project Management, Network Operations Centers (NOC) for help desks services, Nationwide on-site break fix support 			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			

Project: DOI ESN	
Team Member: (b) (4)	
Problem Encountered — Brief down time encountered by Verizon.	
Corrective Actions — Worked with Verizon and customer to get them up in the timeliest manner possible. Provided customer detailed break-down of network outage and preventative actions moving forward.	
12. Current status of contract (choose one)	
<input checked="" type="checkbox"/> Work continuing, on schedule	Terminated for convenience
<input type="checkbox"/> Work continuing, behind schedule	Terminated for default
<input type="checkbox"/> Work completed, no further action pending or underway	Other (explain)
<input type="checkbox"/> Work completed, routine administrative action pending or underway	
<input type="checkbox"/> Work completed, claims negotiations pending or underway	

Project Title: Census Bureau Ethernet Network			
Team Member: (b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		U.S. Census Bureau	
2. Complete address:		4600 Silver Hill Road, Suitland, MD; Bowie and Suitland, Maryland; Ashburn, Virginia; Jeffersonville, Indiana	
3. Contract number or other reference:		YA13230-07-NC-0603	4. Date of contract 12/07
5. Date work was begun: 12/07		6. Date work was completed: 03/27/12	
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: \$1,508,421.24 (9 total mods)	
9a. Technical point of contact:	Robert M. Scott 4600 Silver Hill Road Suitland, MD (301) 763-1869	9b. Contracting or purchasing point of contact:	Long Nguyen 4600 Silver Hill Road Suitland, MD (301) 763-3169
10. Location of work (country, state or province, county, city):		USA; Bowie and Suitland, Maryland; Ashburn, Virginia; Jeffersonville, Indiana	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP. Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>In 2007, the U.S. Census Bureau asked for assistance in the design, deployment, and management of a private Ethernet network to support three Data Centers (Headquarters in Suitland MD, Primary in Bowie MD, and COOP/DR in Jeffersonville IN). In 2008, 14 Regional Call Centers plus 500 MB of Internet connectivity were added to the existing configuration.</p> <p>The Census Bureau has been running all voice (HQ, COOP, and 14 Regional Call Centers), video (over 150 VTC conference rooms), and data services over this dedicated Ethernet network. Network specifics include: 500 Mb Internet connectivity for Bureau of Census Bowie Data Center; 250 Mb dedicated Ethernet connectivity to Bureau of Census Primary Bowie MD Data Center; 100 Mb dedicated Ethernet connectivity to the two (2) Major Data Centers of Bureau of Census; and 45 Mb dedicated Ethernet connectivity to all 14 Regional Call Centers of Bureau of Census.</p> <p>In order to perform this project (b) (4) had to provide a fiber build from Columbus, IN to Jeffersonville, IN, covering a distance over 70 miles and a fiber build from Louisville, KY to Jeffersonville, IN over the Ohio River. The Indiana side of the build did involve significant geographical coverage while the second build from the Kentucky side was a distance of eight miles but involved a build over bridging extending 1 mile in length.</p> <p>We provided divergent paths for all data center locations for disaster recovery and continuity of Operations necessary for the Bureau of Census. This is due to the fact that the Jeffersonville facility provides total backup for the Bureau's Suitland Maryland Headquarters and Bowie Maryland Primary Data Center facilities.</p> <ul style="list-style-type: none"> High level overview of the contract, its purpose and scope of services <ul style="list-style-type: none"> Team (b) (4) is the primary provider for the Bureau of Census Internet connectivity to the Bowie Maryland Data Center. Subsequent task orders involved major fiber construction to provide two redundant and diverse fiber links from the major Census facility in Jeffersonville, Indiana, with one link to the Bowie Data Center and a second link to the Suitland, Maryland, Headquarters. This configuration consolidates the bureau's intranet and Internet traffic significantly enhancing security and efficiency. 			
Contract Successes			
Schedule Adherence	• On time		
Cost Effectiveness	• Within budget		
Efficiencies Achieved	• The service has been up and running for five years and has never experienced a major outage of any kind.		
Other	• Our performance exceeds customer expectations and service level agreements.		
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered— No problems encountered			
Corrective Actions—N/A			
12. Current status of contract (choose one):			
<input checked="" type="checkbox"/> Work continuing, on schedule		Terminated for convenience	
<input type="checkbox"/> Work continuing, behind schedule		Terminated for default	
<input type="checkbox"/> Work completed, no further action pending or underway		Other (explain)	
<input type="checkbox"/> Work completed, routine administrative action pending or underway			
<input type="checkbox"/> Work completed, claims negotiations pending or underway			

Project Title: PBGC Ethernet Network			
Team Member: (b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		Pension and Benefits Guarantee Corporation	
2. Complete address:		1200 K Street, N.W., Washington, DC, 20005-4026	
3. Contract number or other reference:		RQ-51-07-000125	4. Date of contract 10/1/06
5. Date work was begun: 10/06		6. Date work was completed: 12/31/12	
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: \$4,643,512.58	
9a. Technical point of contact:	Ken Oliver 1200 K Street, N.W. Washington, DC, 20005-4026 (202) 326-4100 ext. 3456	9b. Contracting or purchasing point of contact:	Kay Rison 1200 K Street, N.W. Washington, DC, 20005-4026 (202) 326-4160 ext. 6396
10. Location of work (country, state or province, county, city):		USA, Washington, DC	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>Currently Reliance Globalcom and (b) (4) provide point to point Ethernet connectivity to the PBGC for four locations located around the Washington, D.C. Metropolitan area. (b) (4) has assisted with PBGC migrating to IPv6 and assisted with testing to move data traffic from IPv4 to IPv6. The connection is used to transport database files for people who need their pension information. Bandwidth requirements differ per site and dedicated fiber connections have been built into each facility for last-mile connectivity.</p> <p>Specific connectivity services include:</p> <ul style="list-style-type: none"> • Provide 600 Mb MPLS Ethernet connection between Washington, DC and Wilmington, DE • Provide 155 Mb MPLS Ethernet connection between Wilmington, DE and Alexandria, VA • Provide 155 Mb MPLS between Washington, DC and Wilmington, DE • 145 Mb MPLS Ethernet connection Washington, DC and Alexandria, VA <p>(b) (4) has implemented methodologies inherent to this type of project such as EIA/TIA standards, BISCI, and IEEE. This project was completed on time overall, and ahead of schedule for installation. Through excellent quality of products/services, quick contract turnaround, and ease of modification make the service and 8(a) STARS contract vehicle attractive, (b) (4) has exceeded customer expectations on this contract.</p> <p>Task by Task break down:</p> <ul style="list-style-type: none"> • Specific services <ul style="list-style-type: none"> – Provide 600 Mb MPLS Ethernet connection between Washington, DC and Wilmington, DE – Provide 155 Mb MPLS Ethernet connection between Wilmington, DE and Alexandria, VA – Provide 155 Mb MPLS between Washington, DC and Wilmington, DE – 145 Mb MPLS Ethernet connection Washington, DC and Alexandria, VA – Connection used to transport database files for people who need their pension information 			
Contract Successes			
Schedule Adherence	Project was completed on time overall, and ahead of schedule for install, and customer is extremely pleased with the results.		
Cost Effectiveness	Project completed within budget		
Efficiencies Achieved	Quick contract turnaround and ease of modification make the service and 8(a) Stars contract vehicle attractive to the customer.		
Other	Excellent quality of products/services, exceeded customer expectations		
<i>Metric</i>	<i>Service Level Commitment</i>		<i>Calculation Method</i>
Network Availability	• 100%		Network downtime
Packet Delivery	• 99.9%		Monthly average
Latency	• Intra-metro: 5 milliseconds • Inter-metro: Route-specific POP-to-POP measurement		Monthly average
Jitter	• 250 microseconds		Monthly average
MTTR	• 120 minutes for all on-network locations • 240 minutes for all off-network locations		Total Network Downtime Number of interruptions
On-time Installation	• 15 business days for specified on-network locations Mutually agreed upon date for all other locations		Per service
Reliance NOW *	• 5 minutes for on-net bandwidth requests self-provisioned via RelianceCARE portal • 60 minutes for on-net bandwidth requests made via telephone call to Reliance NOC		Per service
* Note: Reliance NOW only applies to MAN and NET services			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			

Project Title: PBGC Ethernet Network	
Team Member: (b) (4)	
Problems Encountered/Corrective Actions	
Problem Encountered— No problems encountered	
Corrective Actions— N/A	
12. Current status of contract (choose one):	
<input checked="" type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Terminated for convenience
<input type="checkbox"/> Work continuing, behind schedule	<input type="checkbox"/> Terminated for default
<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Other (explain)
<input type="checkbox"/> Work completed, routine administrative action pending or underway	
<input type="checkbox"/> Work completed, claims negotiations pending or underway	

C.10 (b) (4)(b) (4) PAST PERFORMANCE

Project Title: FAA ATO Cloud			
Team Member: (b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		US Department of Transportation, Federal Aviation Administration	
2. Complete address:		ATO-A (Mail Routing Symbol AJA-48) Acquisition and Business Services 800 Independence Avenue, S.W. Washington, DC 20591	
3. Contract number or other reference:		FAA SAVES Cloud Computing	4. Date of contract 09/20/11
5. Date work was begun: 09/20/11		6. Date work was completed: 09/20/16	
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: Lease Deal, (b) (4) has received payment in full	
9a. Technical point of contact:	Joaquin (Jack) Mosquera 800 Independence Avenue, S.W. Washington, DC 20591 (202) 267-8085 Joaquin.Mosquera@faa.gov	9b. Contracting or purchasing point of contact:	Todd Johnston 800 Independence Avenue, S.W. Washington, DC 20591 (202) 540-9212 Todd.Johnston@faa.gov
10. Location of work (country, state or province, county, city):		Herndon Data Center, 13600 EDS Drive, Herndon, VA 20171	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>Past Performance Description</p> <p>In August 2011, FAA issued a RFQ to obtain a final proposal for a “Turn Key” self-provisioning community/private Cloud solution for the FAA ATO IT organization to be installed at their data center located in Herndon, VA.</p> <p>(b) (4) teamed with HP to develop a comprehensive solution which was based on best in class blade server hardware, industry leading products for cloud service delivery (provisioning, virtualization, security, and management), professional services that will deploy the solution to meet current FAA requirements and scale to meet those of the future, and financing to offer FAA the lowest point of entry and Total Cost of Ownership (TCO). The proposed solution combined long-term HP products, such as C-Class Blades, Storage Essentials and Service Management software, VMware® virtualization and security products, and industry recognized products that HP recently acquired as part of their focus on converged infrastructure and management of the enterprise, including 3PAR, Opsware, Stratavia, and Tipping Point.</p> <p>Our cloud proposal was based on the HP CloudSystem Matrix which makes use of industry-standard, modular components in a single converged infrastructure platform to provide 1,000 virtual machines and 500 TB of storage as required by the RFQ.</p> <p>With HP’s Cloud Service Automation for Matrix (CSA for Matrix), Customers can rapidly adjust to dynamic business demands by provisioning and modifying complex infrastructure in minutes instead of months. HP CSA for Matrix provides lifecycle management for enterprise servers and applications, from discovery to provisioning, patching to ongoing configuration management, and script execution to policy enforcement.</p> <p>Key features included:</p> <ul style="list-style-type: none"> • Consolidate and virtualize the infrastructure into shared resource pools, providing the ability to source resources internally or externally and assemble them dynamically from pools of resources (server, network, storage, compute, memory, I/O) • Design standard, repeatable service templates that define the resource requirements of a service by describing the server, storage, network, and applications required, as well as other service parameters such as lease life, costs, workflows, and approvals • Publish to a self-service portal where users can select from a catalog of IT approved services Automatically provision applications and infrastructure (server, storage, networking) and the applications (platforms, OSS, middleware, business applications), preserving installation order, in minutes as opposed to months • Use continuous reporting, usage-based billing, and server lifecycle management to integrate with chargeback systems and full server lifecycle management, including patching operating systems and applications, and to provide compliance verification and reporting <p>The Hewlett Packard CSA for Matrix solution enables users to get the most from FAA servers by enabling them to rapidly scale up or down, adjusting to business demands, using advanced infrastructure management. The Matrix Operating Environment provides ready capacity when business demands. To help you ensure that resources are available at all times to meet even unanticipated business demands. The HP CloudSystem provides dual bursting capability. The capability allows enterprises to dynamically scale and provision IT resources, either locally through an onsite pay-as-you-use cloud model or externally through a public cloud provider.</p> <p>The proposed solution provided:</p> <ul style="list-style-type: none"> • Infrastructure-As-A-Service (IAAS) • Platform-As-A-Service (PAAS) • Database-As-A-Service (DAAS) • Self-service portal to allow customers to request services • Tenant isolation • 1,000 VMs and over 500 Tb of storage • Comprehensive monitoring and fault isolation capability • Service Catalog • Measured service capability • Charge-back capability • D2D backup capability 			

Project Title: FAA ATO Cloud			
Team Member: (b) (4)			
<ul style="list-style-type: none"> • A test and development capability • Comprehensive onsite installation and 1 year of support services <p>(b) (4) will leverage the skills and experience gained from this project to help LM craft a winning proposal. Our knowledge of Department of Interior sub agencies, and missions will help ensure LM has every ethical advantage available during the bid process. Post award, (b) (4) will take a leading role with the hardware OEMs to ensure accurate Bills of Material, timely delivery of hardware orders and Professional Installation and Integration where we are assigned the task. (b) (4) will gladly play a leading role in assisting LM's efforts to identify suitable projects for migration to the Cloud and then leverage our Department of Interior relationships to make them successful and profitable.</p> <p>(b) (4) believes this work is relevant to the DOI Cloud Foundation opportunity in several ways. First, we demonstrated to the customer we understood Cloud infrastructure and used our relationships to help architect the hardware environments for compute, storage and networking. Second, DOI Cloud Foundation will need these same elements and the customer will want to work with a vendor they know and trust. That's (b) (4). Third, there are many potential pitfalls when moving a customer from in-house to hosted infrastructure. We successfully navigated all the problems by having strong relationships with the OEM vendors and became the key trusted supplier of the hardware solutions.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered— None			
Corrective Actions— N/A			
12. Current status of contract (choose one):			
Work continuing, on schedule		Terminated for convenience	
Work continuing, behind schedule		Terminated for default	
<u>Work completed, no further action pending or underway</u>		Other (explain)	
Work completed, routine administrative action pending or underway			
Work completed, claims negotiations pending or underway			

Project Title: Jobs Corps Student PC Replacement			
Team Member: (b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		US Department of Labor Job Corps	
2. Complete address:		1627 Woodland Ave, Austin, TX 78741	
3. Contract number or other reference:		DOLU119631947	4. Date of contract: 06/14/11
5. Date work was begun: 06/14/11		6. Date work was completed: 03/29/12	
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: \$2,908,647	
9a. Technical point of contact: (b) (4)		9b. Contracting or purchasing point of contact: Keith Rhodia 1627 Woodland Ave Austin, TX 78741 rhodia.keith.L@DOL.Gov	
10. Location of work (country, state or province, county, city):		125 US CONUS Locations.	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP. Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
Detailed Description of Work Performed:			
<p>In June 2011, (b) (4) Technologies, LLC (b) (4) was contracted by the US Department of Labor Job Corps to provide 4,700 PCs at 125 Job Corp locations nationwide in response to the Job Corps Students PC Replacement Phase 1 Project. The objective of this project was to replace student PCs that had exceeded their service life.</p> <p>The (b) (4) team provided all PC hardware, integration services, project management, logistical support, and shipping services for the PC refresh. The team developed and configured an FDCC compliant Operating System image, including a script that allows the PCs to join the local Active Directory directly upon boot up, and coordinated the installation of the software with HP. Additional services included 30 days maintenance support and 3 years Warranty Support.</p> <p>This reference speaks to (b) (4) ability to efficiently and accurately handle complex hardware delivery purchase orders requiring custom integration and logistical order accuracy across a large number of ship to locations. More specifically, it highlights the effectiveness of (b) (4) order tracking systems, and the efficiency of our internal and external communications resulting in improved customer satisfaction.</p> <p>(b) (4) believes this work is relevant to the DOI Cloud Foundation opportunity because it demonstrates (b) (4) ability to juggle a large number of complex projects all at the same time. We demonstrated our installation and integration capabilities and excelled at communication with stake holders at every step.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered— None			
Corrective Actions— N/A			
12. Current status of contract (choose one):			
<input checked="" type="checkbox"/> Work continuing, on schedule		Terminated for convenience	
<input type="checkbox"/> Work continuing, behind schedule		Terminated for default	
<input type="checkbox"/> Work completed, no further action pending or underway		Other (explain)	
<input type="checkbox"/> Work completed, routine administrative action pending or underway			
<input type="checkbox"/> Work completed, claims negotiations pending or underway			

Project Title: Joint Improvised Explosive Device Defeat Organization (JIEDDO)			
Team Member: (b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		US Army Joint IED Defeat Organization	
2. Complete address:		PO Box 105024 Bldg 930, Fort Irwin, CA 92310	
3. Contract number or other reference:		W91QUZ-06-D-0014	4. Date of contract
08/11/08		08/10/08	
5. Date work was begun:		6. Date work was completed:	
08/11/08		11/30/09	
7. Estimated contract price:		8. Final amount invoiced or amount invoiced to date:	
(b) (4)		\$1,333,661.33	
9a. Technical point of contact:		9b. Contracting or purchasing point of contact:	
LCDR Alberto Nieto PO Box 105024 Bldg 930 Fort Irwin, CA 92310 (760) 380-8728		Marie G. Velez PO Box 105024 Bldg 930 Fort Irwin, CA 92310 (760) 380-4450	
10. Location of work (country, state or province, county, city):		Fort Irwin, CA	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP. Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>In 2008, (b) (4) Technologies, LLC (b) (4) along with EMC Microsoft Practice, was awarded a contract by the Joint Improvised Explosive Device Defeat Organization (JIEDDO) for a portal that provides the most up-to-date information on improvised explosive devices (IED) to Soldiers on the ground in hostile territories. The collaborative solution provided the framework upon which critical information from the field is now quickly shared, synthesized, and redistributed.</p> <p>The solution proposed by (b) (4) aided the unity of effort in providing a preeminent source of IED information and training with a portal based on Microsoft Office SharePoint. In addition to Soldiers, multiple agencies and institutions need to collaborate to circumvent any single point in the collaborative process from slowing IED information and education from getting to the people on the ground whose lives depend on it. Delivering revised and emerging IED countermeasures must be accomplished at great speed and accuracy. (b) (4) understands that time to market is critical to the mission of combating IEDs and reducing the impact of those successfully deployed.</p> <p>The (b) (4) team, consisting of (b) (4) consulting engineers and EMC's Microsoft Practice installation engineers, offered JIEDDO unmatched credentials relating to infrastructures supporting Microsoft-centric technology solutions and engagements. (b) (4) consulting engineers are industry certified by the Storage Networking Industry Association (SNIA) and by Microsoft and EMC. (b) (4) Data Center consulting engineers have supported the largest enterprise computing Data Centers in the DoD including DISA, field operations in Iraq, and over 1,000 server Data Center virtualization consolidation initiatives in the DoD (DCMA and MHS).</p> <p>The Microsoft Office SharePoint Server 2007 (MOSS07) Portal provided consistency to the various solution areas surrounding the JIEDDO team's portal requirements. Mission, functional and technical portal requirements, drivers, and objectives were identified and quantified at a high level.</p> <p>Technologies and capabilities were incorporated into a holistic roadmap to demonstrate interdependencies between them and other potential JIEDDO portal initiatives. The (b) (4) team rapidly designed and deployed the initial portal, utilizing an iterative approach for implementing functional capabilities as JIEDDO staff gained a greater understanding of the multiple ways that MOSS07 could be deployed to best support the JIEDDO mission.</p> <p>(b) (4) believes this experience is relevant to the DOI Cloud Foundation opportunity because it highlights our ability to project lead a very important program with actual life and death consequences on the line. Our ownership of the project and successful completion of the project deliverable demonstrates our ability to assemble a win team, apply the appropriate resources to the tasks, and deliver a high profile integrated solution on time, on budget and with complete customer satisfaction</p> <p>This reference speaks to (b) (4) ability to work in a team environment delivering mission critical infrastructure and solution specific application development to a customer in real time with constantly changing objectives.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered— None			
Corrective Actions—N/A			
12. Current status of contract (choose one):			
Work continuing, on schedule		Terminated for convenience	
Work continuing, behind schedule		Terminated for default	
Work completed, no further action pending or underway		Other (explain)	
Work completed, routine administrative action pending or underway			
Work completed, claims negotiations pending or underway			

C.11 (b) (4) PAST PERFORMANCE

Data Center Consolidation (DCC)			
Team Member: (b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		US Department of Interior, Fish and Wildlife Service	
2. Complete address:		4301 N. Fairfax Drive, Arlington, VA 22203	
3. Contract number or other reference:	F12PD00663	4. Date of contract	05/10/12
5. Date work was begun:	05/10/12	6. Date work was completed:	03/31/13
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: \$131,518	
9a. Technical point of contact:	James McCaffery; North Fairfax Drive, Suite 7100 Arlington, VA 22203 (703) 358-2176; 4301 james_mccaffery@fws.gov	9b. Contracting or purchasing point of contact:	Michael Coghill; 4401 North Fairfax Drive, MS7118-43, Arlington, VA 22203 (703) 358-2288 michael_coghill@fws.gov
10. Location of work (country, state or province, county, city):		Arlington, VA, USA	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>Description of Work: (b) (4) is leading the consolidation of several IT networks located in three buildings that are part of the US Fish and Wildlife Service (FWS) to a new, single facility located in northern Virginia. This includes relocation and consolidation of IT systems (Helpdesk, Internal Networks, Communication/Network "Closets", Servers, Storage Devices, Computers, Printers, VTC, Telephony, etc.) supporting approximately 900 government employees. This includes moving many of these functions to a cloud environment with the overall goal of supporting growth and reducing operational costs.</p> <p>Relevance to this Contract: Many of the activities associated with the DCC contract will be similar to the DOI's FCHS including the consolidation of existing networks, the virtualization of network assets and the re-hosting of services into a cloud environment.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered— None			
Corrective Actions—N/A			
12. Current status of contract (choose one):			
<input checked="" type="checkbox"/> Work continuing, on schedule		Terminated for convenience	
<input type="checkbox"/> Work continuing, behind schedule		Terminated for default	
<input type="checkbox"/> Work completed, no further action pending or underway		Other (explain)	
<input type="checkbox"/> Work completed, routine administrative action pending or underway			
<input type="checkbox"/> Work completed, claims negotiations pending or underway			

Joint National Integration Center (JNIC) Research and Development Contract (JRDC)			
Team Member: (b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		Prime Contractor – Lockheed Martin, End Customer – Missile Defense Agency	
2. Complete address:		730 Irwin Ave., Schriever AFB, CO	
3. Contract number or other reference:		Prime - H95001-05-D-002; Subcontract - BRMHS5801	4. Date of contract 06/01/05
5. Date work was begun: 06/01/05		6. Date work was completed: 10/31/12	
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: \$15,905,257	
9a. Technical point of contact:	(b) (4)		9b. Contracting or purchasing point of contact: (b) (4)
10. Location of work (country, state or province, county, city):		Colorado Springs, CO, USA; Huntsville, AL, USA; Ramstein, Germany	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>Description of Work: (b) (4) supports the MDA's Missile Defense Integration and Operations Center (MDIOC) which is one of the MDAs major networks. The MDIOC mission is to provide missile defense-related analysis, system-level engineering, integration, and test and evaluation support for the development, acquisition, and deployment of missile defense systems and architectures. The JRDC contract is responsible for the development, implementation, integration, test, and sustainment of local and distributed forms of high-fidelity modeling and simulation capabilities. It is also responsible for the infrastructure, including all automated data processing equipment, communications, and facility operations. (b) (4) provides Systems Administration, Network Security, Network Design, Storage Systems support, Operations and Maintenance (O&M), Information Assurance (IA), Information Security, Data Analyst, Enterprise Architect, SharePoint subject matter expertise, Network Technician, Help Desk support, Desktop Support, and Systems Engineering support to the MDA in support of the JRDC program. (b) (4) lead the application, service and database consolidation effort at the MDA data centers in Colorado Springs, CO and Redstone Arsenal, AL. In this capacity, (b) (4) designed and implemented network solutions supporting the migration of 250+ physical servers to a virtual environment and reduced data center power consumption by 20%.</p> <p>Relevance to this Contract: Many of the activities required for the DOI's FCHS program are identical to those in the JRDC program including Engineering Services, Migration Services, Security Services, Telecommunication and Network Services, Storage Services and Virtual Machine Services. Many of the technologies and environments are also identical including MS SQL Express and MS SQL Server.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered— None Corrective Actions—N/A			
12. Current status of contract (choose one):			
<input checked="" type="checkbox"/> Work continuing, on schedule	Terminated for convenience		
<input type="checkbox"/> Work continuing, behind schedule	Terminated for default		
<input type="checkbox"/> Work completed, no further action pending or underway	Other (explain)		
<input type="checkbox"/> Work completed, routine administrative action pending or underway			
<input type="checkbox"/> Work completed, claims negotiations pending or underway			

Integrated Taxonomic Information System (ITIS)			
Team Member: (b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		Prime – COMSO: End Customer – US Geological Survey (USGS)	
2. Complete address:		6303 Ivy lane, Suite 300; Greenbelt, MD 20770	
3. Contract number or other reference:		Prime - G10PC00139: Subcontract - 2556-ISYS01	4. Date of contract 06/01/09
5. Date work was begun: 06/01/09		6. Date work was completed: 07/18/17	
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: \$820,548	
9a. Technical point of contact:	(b) (4)		9b. Contracting or purchasing point of contact: (b) (4)
10. Location of work (country, state or province, county, city): Denver, CO, USA			
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>Description of Work: The purpose of this program is to create a scientifically credible database of taxonomic information, placing primary focus on taxa of interest to North America, with world treatments included, as available. (b) (4) provides software development/programming to support, design, develop, and maintain software for the USGS Center for Biological Informatics' ITIS. (b) (4) creates web service support, develops databases, maintains servers, and develops new and existing internet applications for deployment. Our team performs database analysis and coding for MySQL and MS SQL Server database platforms. (b) (4) wrote and continues to maintain Java JSPs, JavaScript, HTMLs and Perl CGI scripts using the Eclipse Integrated Development Environment (IDE). The environments include Java EE, Apache Tomcat, HTTP Server and Geronimo via IBM's WebSphere Application Server, Community Edition WebSphere Application Server Community Edition (WASCE) Apache http (web server), MS SQL Server, and MySQL database.</p> <p>Relevance to this Contract: Many of the technologies and environments used on this program are identical to those that will be used on the DOI's FCHS including MySQL and MS SQL Server, HTTP Server, Geronimo, IBM's WebSphere, Apache, Tomcat, and Web Services.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered—None			
Corrective Actions—N/A			
12. Current status of contract (choose one):			
<input checked="" type="checkbox"/> Work continuing, on schedule		<input type="checkbox"/> Terminated for convenience	
<input type="checkbox"/> Work continuing, behind schedule		<input type="checkbox"/> Terminated for default	
<input type="checkbox"/> Work completed, no further action pending or underway		<input type="checkbox"/> Other (explain)	
<input type="checkbox"/> Work completed, routine administrative action pending or underway			
<input type="checkbox"/> Work completed, claims negotiations pending or underway			

C.12 (b) (4)(b) (4)(b) (4)(b) (4) PAST PERFORMANCE

Project Title: Ft. Bragg Network Enterprise Center Data Migration			
Team Member: (b) (4)(b) (4)(b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		Information Systems Engineering Command	
2. Complete address:		Ft. Huachuca, AZ	
3. Contract number or other reference:	W91QUZ-07-D-06/Y601	4. Date of contract	07/10/11
5. Date work was begun:	07/18/11	6. Date work was completed:	On-going; End Date: 10/31/12
7. Estimated contract price:	(b) (4)	8. Final amount invoiced or amount invoiced to date:	\$915K
9a. Technical point of contact:	Thomas Boivert (ISEC) USAISEC 53301 Arizona Street Fort Huachuca, AZ 85613 (520) 538-3407 thomas.m.boisvert.civ@mail.mil	9b. Contracting or purchasing point of contact:	Thomas Boivert (ISEC) USAISEC 53301 Arizona Street Fort Huachuca, AZ 85613 (520) 538-3407 thomas.m.boisvert.civ@mail.mil
10. Location of work (country, state or province, county, city):		United States, North Carolina, Cumberland County, Fort Bragg	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>DESCRIPTION OF TASK : The US Army's Information Systems Engineering Command (ISEC) issued a contract for the Ft. Bragg Network Enterprise Center (FB NEC) to virtualize and relocate the FB NEC's existing common-level services into server rooms in a newly constructed Information Processing Node's (IPN) server rooms. In addition, the FB NEC needed a disaster recovery architecture that met its needs. The FB NEC also was required to transition and operationally control common level services at the US Army Forces Command (FORSCOM). (b) (4)(b) (4)(b) (4)(b) (4) (b) (4) successfully completed the first part of this contract (i.e., the Base Period for the virtualization of the NEC's servers) and is currently finishing (as scheduled) the second half of this contract (i.e., the Option Period, which includes migrating FORSCOM's baseline C4IM services).</p> <p>DESCRIPTION OF APPROACH TO TASK: (b) (4) successfully migrated the Ft. Bragg Network Enterprise Center—an environment that was initially 100% physical—to a new, 100% virtualized environment in the target IPN. Ft. Bragg, NC, is the US Army's largest user base. (b) (4) performed all application migrations for security, anti-virus, databases, Sharepoint, E-mail, Remedy, file shares, and other various applications. (b) (4) also created and virtualized SQL database farms as a part of this contract. The project also included hardware procurement and installation as well as disaster recovery installation and testing. (b) (4) performed a significant majority of the work on this project (95%), including the design, engineering, and implementation of the tech refresh as well as the installation of hardware and software. Unlike most integrators, the hardware installation and setup was performed by (b) (4) and not the hardware vendors. In addition to this technical work, (b) (4) was responsible for creating most of the project's documentation, including deliverables, as well as coordinating training for the NEC staff. (b) (4) not only designed and implemented the disaster recovery (DR) architecture as required, but also ran the DR site as production for 3 days with no one at Ft. Bragg noticing that production services were not in the production facility and had failed over to the COOP. This project is still ongoing. In Phase 2, (b) (4) is migrating U.S. Forces Command (FORSCOM) a 4-star command. (b) (4) work at FORSCOM includes additional application migrations, including an Active Directory migration in a highly secure environment. (b) (4) work generated the following benefits for the customer: Transfer speeds increased 1200% and storage capacity increased from 40TB to 1.5PB. Ft. Bragg is now being considered as a regional data center for the military. New server procurement decreased from several months to new server availability within 1 day as a result of (b) (4) work. The cost savings (b) (4) achieved for the customer are significant: (b) (4) used a method of hardware equipment (approved by the customer) with cost savings that are expected to result in the Ft. Bragg data migration project paying for itself within 4–5 years. The project was done within budget. Both the contract's primary customer, ISEC (which is responsible for all Army installations), and the secondary customer, the Ft. Bragg installation, have explicitly expressed their satisfaction with (b) (4) work. The customer stated that they consider the Ft. Bragg NEC data migration the most successful execution of a project in the Army. One of ISEC's technical representatives also praised (b) (4) work, describing the tech refresh as the first project his group has had that did not require that he step in to resolve any organizational or technical issues.</p> <p>RELEVANCE TO CURRENT TOs: As part of this contract we not only removed all physical servers from environment but optimized all applications. For the DOI Web hosting and dev/test move this is particularly relevant as the costing can come down considerably with optimized apps. For example, we optimized a database query so that the amount of time it took for the query to be performed was reduced from 3 hours to 10 seconds. Our ability to determine where these types of optimizations can occur mean the difference between a virtual cloud machine needing 12 cores or 2 cores, thus significantly reducing cost.</p> <p>CUSTOMER'S REVIEW OF (b) (4) WORK: "I would like to share some positive feedback from our recent technology refresh at the Fort Bragg NEC. Our aging server fleet was over 8 years old and in desperate need of replacement. (b) (4) subcontracted through Northrop was awarded the project. I found Lee Hendrickson and his staff to be professional and dedicated to tackling our project. Working with a mid-size company had many advantages most being the ease of communication and flexibility. No large corporate call trees to get someone on the phone." Lee's staff assisted us in the selection of our hardware through a detailed vendor interview and rating matrix. In the end we selected some outstanding products at a very reasonable price. We also made the jump from 2003 to 2008 R2 and virtualized in one effort. As with any large scale server migration there were some unexpected issues but (b) (4) reacted well and limited service interruption to the absolute minimum. I would say that this was one of the easier migrations that I have been involved with out of my 20 years working in the IT field. Robert Johnson, Chief, System Support Branch; NEC, Fort Bragg, NC, 910-908-1623 or 910-907-4934, robert.a.johnson386.civ@mail.mil</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
Name	Role	Duration	Extent of Involvement
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			

Project Title: Ft. Bragg Network Enterprise Center Data Migration	
Team Member: (b) (4)(b) (4)(b) (4)(b) (4)	
Problem Encountered (b) (4)	
Corrective Actions (b) (4)	
(b) (4)	
Problem Encountered (b) (4)	
Corrective Actions (b) (4)	
Problem Encountered —Remedy would not start causing major outage	
Corrective Actions —figured out that customer had cluster configured incorrectly	
12. Current status of contract (choose one):	
<input type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Terminated for convenience
<input type="checkbox"/> Work continuing, behind schedule	<input type="checkbox"/> Terminated for default
<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Other (explain)
<input type="checkbox"/> Work completed, routine administrative action pending or underway	
<input type="checkbox"/> Work completed, claims negotiations pending or underway	

Project Title: United States Army Reserve Command (USARC) Enterprise Data Center			
Team Member: (b) (4)(b) (4)(b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		United States Army Reserve Command	
2. Complete address:		Ft. Bragg, NC	
3. Contract number or other reference:		W91-QUZ-06-D-0016	4. Date of contract 12/15/11
5. Date work was begun: 01/01/12		6. Date work was completed: On-going; End Date: 10/15	
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: \$439K	
9a. Technical point of contact:	Thomas Boivert (ISEC) USAISEC 53301 Arizona Street Fort Huachuca, AZ 85613 (520) 538-3407 thomas.m.boisvert.civ@mail.mil	9b. Contracting or purchasing point of contact:	Thomas Boivert (ISEC) USAISEC 53301 Arizona Street Fort Huachuca, AZ 85613 (520) 538-3407 thomas.m.boisvert.civ@mail.mil
10. Location of work (country, state or province, county, city):		United States, North Carolina, Cumberland County, Fort Bragg	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP. Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>DESCRIPTION OF TASK : The US Army Reserve Command (USARC) re-issued a contract for the management, support, sustainment, and maintenance of the technology required to provide C4IM services (as defined in AR 25-1) for the USARC Data Center at Ft Bragg, NC. (b) (4) (b) (4)(b) (4) (b) (4) successfully won this re-competed contract and handles a large component of the projects physical to virtual (P2V) application migrations and disaster recovery of the virtualized infrastructure that are a part of goals of the G-2/6. The project requires analyzing requirements, developing and implementing recommended solutions, and operating and maintaining legacy systems and equipment. This contract also includes the services and solutions necessary to satisfy the following objectives of the G-2/6: supporting the goals of Global Network Enterprise Construct (GNEC); the Base Realignment and Closure (BRAC) Program; operationalizing the Reserves by providing secure communications to the war fighter; emerging technology insertion; and organizational restructuring. The environment consists of the production, development, and test platforms for unclassified (NIPRNET) networks.</p> <p>DESCRIPTION OF APPROACH TO TASK: (b) (4) is currently responsible for the architecture of the U.S. Army Reserve Command's (USARC) Storage Area Network, virtualization, disaster recovery, and backup services. (b) (4) has also created and virtualized SQL database farms as a part of its work on this project. (b) (4) also performs Tier II support for USARC locations throughout the United States and in Puerto Rico. This project began with the prior prime contractor leaving the customer in an unstable state; both the primary and disaster recovery sites were left in a non-optimal configuration. As the current prime contractor's main subcontractor, (b) (4) assisted with rectifying and stabilizing the disaster recovery sites. By the end of FY2012, (b) (4) will have assisted with setting up a true disaster recovery site at a classified, remote site. USARC has never had this occur within the 10 years of its existence. This will be accomplished primarily through (b) (4) expert design of virtualization and SAN services.</p> <p>RELEVANCE TO CURRENT TOs: This contract moved nearly 100 servers into the virtual world. This move resulted in an increase in performance as compared to server performance in as a physical machine. (b) (4) can implement this same performance during the DOI initiative because the DOI customer will the same server performance or better while moving to the cloud.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered (b) (4)			
Corrective Actions (b) (4)			
(b) (4)			
Problem Encountered (b) (4)			
Corrective Actions (b) (4)			
Problem Encountered (b) (4)			
Corrective Actions (b) (4)			
12. Current status of contract (choose one):			
Work continuing, on schedule		Terminated for convenience	
Work continuing, behind schedule		Terminated for default	
Work completed, no further action pending or underway		Other (explain)	
Work completed, routine administrative action pending or underway			
Work completed, claims negotiations pending or underway			

Project Title: United States Army Reserve Command (USARC) Enterprise Data Center			
Team Member: (b) (4)(b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		United States Army Reserve Command	
2. Complete address:		Ft. Bragg, NC	
3. Contract number or other reference:		W91247-11-C-0003	4. Date of contract 12/28/10
5. Date work was begun:	01/01/11	6. Date work was completed:	12/31/11
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: \$401K	
9a. Technical point of contact:	Chief Desiree Felton, COR 4110 Knox Street. Fort Bragg, NC 28310-5010 (910) 728-2769	9b. Contracting or purchasing point of contact:	Chief Desiree Felton, COR 4110 Knox Street Fort Bragg, NC 28310-5010 (910) 728-2769
10. Location of work (country, state or province, county, city):		United States, North Carolina, Cumberland County, Fort Bragg United States, Georgia, Fayette County, Peachtree City	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>DESCRIPTION OF TASK: The US Army Reserve Command (USARC) issued a contract for the management, support, sustainment, and maintenance of the technology required to provide C4IM services (as defined in AR 25-1) for the USARC Data Center at Ft Bragg, NC. A significant component of this project was the major migration of the USARC data center from Peachtree City, GA, to Ft. Bragg, NC as a part of Ft. McPherson's Base Realignment and Closure activities. (b) (4) performed all data migrations including all virtualized applications for this project. The project included analyzing requirements, developing and implementing recommended solutions, and operating and maintaining legacy systems and equipment. This contract also included the services and solutions necessary to satisfy the following objectives of the G-2/6: supporting the goals of Global Network Enterprise Construct (GNEC); the Base Realignment and Closure (BRAC) Program; operationalizing the Reserves by providing secure communications to the war fighter; emerging technology insertion; and organizational restructuring. The environment consists of the production, development, and test platforms for unclassified (NIPRNET) networks.</p> <p>DESCRIPTION OF APPROACH TO TASK: Tasked with migrating all virtualized applications and SAN data from Peachtree City, GA, to Ft. Bragg, NC, (b) (4) had to architect, install, and perform all SAN-related operations as part of the Army's Base Realignment and Closure (BRAC). (b) (4) also created and virtualized SQL database farms for this project. At any given time, USARC supports 60000 users. The applications supported include Microsoft Exchange, ESX VMware, DFS, SQL Server, Sharepoint, Blackberry Enterprise Services (BES), Enterprise Vault, Netbackup, and custom applications. In moving the data, (b) (4) had to troubleshoot the network, applications, servers, and storage because almost all facets of a BRAC that involves movement of data presents a numerous technical issues that must be resolved in preparation for the move. Many of these technical issues involved teams that worked on other contracts that were not affiliated with the prime's contract. In addition, a current member of (b) (4) was brought in to USARC to validate the VMware environment. (b) (4) skill and reliability is demonstrated by the fact that there were no unplanned, SAN-related downtime in all the years that (b) (4) had been on the contract. Several of (b) (4) recommendations have been put into practice both for their successful functionality and cost-saving benefits. The movement of the data center was considered a success with a minimal amount of downtime and a successful transition to Ft. Bragg. The BRAC move was completed on schedule and on time. In addition to the BRAC move, (b) (4) was responsible for all SAN operations and maintenance activities as well as engineering activities.</p> <p>Highlights of (b) (4) Technical & Process ROI</p> <ul style="list-style-type: none"> • Migrated all data (120TB) from one vendor's SAN to another vendor's SAN during the BRAC move with no unplanned downtime. • USARC's BRAC move was experiencing significant delays in moving data from Peachtree City, GA, to Ft. Bragg. (b) (4) current VMware consultant (Rob Novosel) was brought in to verify environment during BRAC move. • Raw storage for USARC's total SAN environment, which (b) (4) has managed, is close to 3PB—a significantly large and complex environment. • Implemented new disaster recovery infrastructure for BRAC move. This includes new Netbackup environment with Data Domain backup-to-disk. Data Domain is replicated between Ft. Bragg and Peachtree City, GA. The RTO/RPO in case of disaster is 24 hours. • As part of BRAC move, planned and installed all new storage at Ft. Bragg and maximized performance for all applications. Applications include VMWare, Exchange 2010, DFS, SQL Server, Sharepoint, and others. • Migrated 50TB SAN. Applications migrated include VMWare, Oracle, SQL Server, Sharepoint, Exchange 2003, DFS. • Replacement of director-level switches, a complex task with an expected minimum downtime of 8 hours. (b) (4) completed this task in only a 4-hour downtime. <p>RELEVANCE TO CURRENT TOs: Part of this contract entailed a move of an entire data center, including a dev/test environment. This contract also included database and Web servers that were performing poorly when we came onboard. Some of that poor performance was the result of a prior move (before our start) from production into test. We optimized this situation and reduced user dissatisfaction during the data center move we performed by determining the main network performance problem that was holding back the data center transition. For both DOI TOs, customer satisfaction will be paramount to the success of project. The key factor guiding customer satisfaction will be "is this environment as fast as when it was local in the physical environment?" Our technical experience can ensure a positive response to this question.</p> <p>CUSTOMER'S REVIEW OF (b) (4) WORK: USARC's COR stated: "(b) (4) is absolutely top notch. In all the time we have had our current storage team, we have never had a storage-related incident. In addition, they took our disaster recovery requirements and turned them into an unexpected solution that met our needs for mission and cost." Chief Desiree Felton, COR</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
Name	Role	Duration	Extent of Involvement
Addressed as needed by Task Order			

Project Title: United States Army Reserve Command (USARC) Enterprise Data Center	
Team Member: (b) (4)(b) (4)(b) (4)(b) (4)	
Problems Encountered/Corrective Actions	
Problem Encountered (b) (4)	[Redacted]
Corrective Actions (b) (4)	[Redacted]
Problem Encountered (b) (4)	[Redacted]
Corrective Actions (b) (4)	[Redacted]
Problem Encountered (b) (4)	[Redacted]
Corrective Actions (b) (4)	[Redacted]
12. Current status of contract (choose one):	
Work continuing, on schedule	Terminated for convenience
Work continuing, behind schedule	Terminated for default
<input checked="" type="checkbox"/> Work completed, no administrative action pending or underway	Other (explain)
Work completed, routine administrative action pending or underway	
Work completed, claims negotiations pending or underway	

C.13 (b) (4)(b) (4)(b) (4)(b) (4) PAST PERFORMANCE

Project Title National Archives and Records Administration (NARA) Electronic Records Archive (ERA)			
Team Member: (b) (4)(b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		Lockheed Martin IS&GS	
2. Complete address:		2275 Research Blvd, Rockville MD, 20850	
3. Contract number or other reference:		Prime: NAMA 04 C 0007, (b) (4) 281801/DR037306	4. Date of contract 12/05
5. Date work was begun:		01/06	6. Date work was completed: 10/11
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: \$2,535,660	
9a. Technical point of contact:	(b) (4)		9b. Contracting or purchasing point of contact: (b) (4)
10. Location of work (country, state or province, county, city):		USA – Greenbelt, MD	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP. Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>Electronic Records Archive (ERA) is an Enterprise IT development system that preserves and provides access to large volumes of diverse permanent electronic records from Government Agencies. (b) (4) delivered a broad range of information technology support services to LM for the NARA ERA program. (b) (4) helped LM and NARA meet its Information Technologies Support Services goals for the ERA program, inclusive of Enterprise Lifecycle Methodologies and incorporation of Agile Implementation Methodologies.</p> <p>The objectives of the ERA system are to collect and preserve the records of our government; ensure that the public can discover, use, and learn from this documentary heritage; and ensure continuing access to the essential documentation of the rights of American citizens and the actions of their government. The system must interface with all Government Agencies and provide an electronic means of capturing and preserving permanent electronic records for the life of the republic.</p> <p>T-Rex was a core teammate and HUBZone small business partner of LM delivering JAVA/J2EE software programming in a Service Oriented Architecture (SOA), database administration, Customized Off the Shelf (COTS) integration services, and test support for the \$318M NARA ERA program.</p> <p>NARA certified initial operating capability of the first two ERA increments in June 2008 and December 2008 and completed full operating capability for the system in October 2011. (b) (4) supported LM in working with NARA to achieve the Certification and Accreditation (C&A) of the system. This included selection of the security controls, documentation and generation of the Risk Assessment and System Security Plan (SSP). (b) (4) continued to support LM with continual audits on the system and controls. This includes monitoring of the configuration management and control of information system components, security impact analyses of changes to the system, ongoing assessment of security controls, and status reporting.</p> <p>(b) (4) provided IT support services to LM on the NARA ERA program for 5 years. (b) (4) was a valued HUBZone small business partner for LM and NARA. This continuing relationship with LM is indicative of the quality services and solutions provided. (b) (4) will continue to be a valued partner to LM providing effective communication and information technology solutions to support the Department of Interiors (DOI) goal to establish an efficient, effective and transparent portfolio of IT service delivery solutions for meeting mission needs utilizing modern technology.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered— None			
Corrective Actions—N/A			
12. Current status of contract (choose one):			
Work continuing, on schedule		Terminated for convenience	
Work continuing, behind schedule		Terminated for default	
<u>Work completed, no further action pending or underway</u>		Other (explain)	
Work completed, routine administrative action pending or underway			
Work completed, claims negotiations pending or underway			

Project Title: Decennial Response Integration System			
Team Member: (b) (4)(b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		Lockheed Martin IS&GS	
2. Complete address:		2275 Research Blvd Suite 300, Rockville MD, 20850	
3. Contract number or other reference:		Prime: YA1323-05-RP-0006, (b) (4) 020863	4. Date of contract 04/06
5. Date work was begun: 04/06		6. Date work was completed: 10/11 (Work completed, no further action pending or underway)	
7. Estimated contract price: (b) (4)		8. Final amount invoiced or amount invoiced to date: \$5,813,119	
9a. Technical point of contact:		9b. Contracting or purchasing point of contact:	
(b) (4)		(b) (4)	
10. Location of work (country, state or province, county, city):		USA – Greenbelt, MD	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>The U. S. Department of Commerce 2010 Decennial Response Integrated System (DRIS) program was tasked with transforming every checkbox question and handwritten field on over 165M paper forms into a digital format that allowed for quick, accurate, and efficient tabulation.</p> <p>(b) (4) delivered a broad range of information technology and program management support services to the U.S. Census Bureau. (b) (4) helped the Census Bureau meet its IT goals for the 2010 Census, provided program management support including enterprise lifecycle methodologies and incorporating and executing an Agile implementation methodology. T -Rex was a core teammate of LM delivering .NET software programming, database administration, COTS integration services, and test support for the \$1B DRIS 2010 multi-channel IT Data Capture System. (b) (4) also delivered program management support including program planning, ANSI-748 compliant cost and schedule management, risk management, metrics management, and improvement planning. DRIS 2010 was delivered on time and under budget.</p> <p>The objective of the data capture system is to retrieve and record household data from every individual living in the United States as of Census Day, April 1, 2010. The source of this data is written on Census forms or spoken to the telephone operators at the Census Call Centers. All of the data written on the forms needs to be automatically captured (handwriting and mark recognition) with minimal cost and accuracies exceeding 99%. The forms are received by mail, tracked, scanned and when processing is complete, they are destroyed. Once scanned, the data on each form is extracted, checked for quality assurance, merged with telephony data, then complex edit rules are applied and the data is electronically transmitted to the Census Bureau for tabulation.</p> <p>(b) (4) delivered IT services such as these for 3 prior censuses (2000 U.S., 2001 UK, 2006 Canada) and is delivering them for 2 other current census projects (2011 UK and 2011 Canada). (b) (4) participated in the full system lifecycle of the DRIS 2010 system from initial requirements definition through the system disposition and lessons learned in late 2010. Services included CMMI and ITIL based software development best practices, design, development, test plan reviews, and configuration management of all code and product deliverables. (b) (4) is a key LM teammate that helped develop, integrate and test close to 1M lines of source code</p> <p>The DRIS2010 Program met or exceeded all Service Level Agreements from the customer in the areas of performance and data accuracy. The scheduled tasks were met early or on time as were all project deliverables. Numerous recognition letters were written by Census Bureau regarding the high quality and accuracy of the DRIS 2010 system.</p> <p>(b) (4) has provided IT support services and program management lifecycle support to LM for the past 12 years. (b) (4) is a valued small business partner for LM. This continuing relationship with LM is indicative of the quality services and solutions provided. The DRIS 2010 team received an overall 100% award fee score.</p> <p>(b) (4) continuing relationship with LM is representative of the quality services and solutions provided on the projects in which we participate. The successful services and solutions provided on the DRIS project were a direct result of the (b) (4) team's use of highly qualified staff and adoption of industry standards and best practice. (b) (4) will apply this same dedication to help the Department of Interiors to successfully reach their goals.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
<i>Name</i>	<i>Role</i>	<i>Duration</i>	<i>Extent of Involvement</i>
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered— None			
Corrective Actions—N/A			
12. Current status of contract (choose one):			
Work continuing, on schedule		Terminated for convenience	
Work continuing, behind schedule		Terminated for default	
Work completed, no further action pending or underway		Other (explain)	
Work completed, routine administrative action pending or underway			
Work completed, claims negotiations pending or underway			

Project Title: Health and Human Services Information Technology Infrastructure and Operations			
Team Member: (b) (4)(b) (4)(b) (4)			
1. Complete name of Government agency, commercial firm, or other organization:		Lockheed Martin IS&GS	
2. Complete address:		2275 Research Blvd Suite 300, Rockville MD, 20850	
3. Contract number or other reference:		Prime: HHSP23320095401JL (b) (4) 7200009469	4. Date of contract
5. Date work was begun:		6. Date work was completed:	
06/11		Ongoing (Work continuing, on schedule)	
7. Estimated contract price:		3. Final amount invoiced or amount invoiced to date:	
(b) (4)		\$772,191.79	
9a. Technical point of contact:	(b) (4)	9b. Contracting or purchasing point of contact:	(b) (4)
10. Location of work (country, state or province, county, city):		USA – Baltimore, MD; Washington, D.C	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by this RFP). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)			
<p>The Department of Health and Human Services (HHS) Program Support Center (PSC) Contract supports the Office of Information Technology Infrastructure and Operations (ITIO). ITIO currently provides services for a sub-set of HHS Operating Divisions. This sub-set is comprised of approximately 9,000 users in the DC metro area and in 10 Regional Offices throughout the U.S. The HHS ITIO contract provides an outsourcing arrangement for the commercial sector to provide and manage a portion of their personal computing hardware, software, mobile IT services, peripherals and accessories with associated end-user services and supporting infrastructure.</p> <p>(b) (4) supports the operational portion of the HHS ITIO program. (b) (4) is responsible for daily ticket management and its potential impact to the Service Level Agreements (SLA). We oversee Desktop Support, Refresh Services, Asset Management and Service Desk teams and ensure service levels meet SLAs. We manage collaborations between operations and engineering to ensure quality standards are in place and met. Furthermore, we ensure that all escalated incidents are responded to in an appropriate fashion and closed; providing support at all levels of the organization including client executives. In addition, to being responsible for developing and briefing progress to the customer for desktop support, refresh services, asset management and service desk; (b) (4) also provides personnel support to all of these functions. The (b) (4) staff has been recognized both at the client and program level for their excellent support and ability to meet vital SLAs.</p> <p>The HHS ITIO contract is supporting its customers by providing a cost effective hosted environment and managing SLAs to ensure goals are met. The contract focuses on providing high tech solutions to produce better results. (b) (4) will bring this knowledge base to support the similar functions that are vital to the Department of Interior Cloud Hosting Services goals.</p>			
Key Personnel who Participated in this Contract and are Proposed for this Effort			
Name	Role	Duration	Extent of Involvement
Addressed as needed by Task Order			
Problems Encountered/Corrective Actions			
Problem Encountered— None			
Corrective Actions—N/A			
12. Current status of contract (choose one):			
<input type="checkbox"/> Work continuing, on schedule		<input type="checkbox"/> Terminated for convenience	
<input type="checkbox"/> Work continuing, behind schedule		<input type="checkbox"/> Terminated for default	
<input type="checkbox"/> Work completed, no further action pending or underway		<input type="checkbox"/> Other (explain)	
<input type="checkbox"/> Work completed, routine administrative action pending or underway			
<input type="checkbox"/> Work completed, claims negotiations pending or underway			

APPENDIX D SUBCONTRACTING PLAN

Our FCCHS Small Business Subcontracting Plan was developed in accordance with the requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 52-219.9 and 19.7, and leverages the template provided by Attachment 15 in the DOI Foundation Cloud Hosting Request for Proposal. This plan is a cornerstone of our subcontracting strategy, as discussed in **Section 8.0**.

D.1 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

This plan meets the minimum requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 19.7.

D.1.1 IDENTIFICATION DATA:

Company Name: Lockheed Martin Information Systems and Global Solutions (IS&GS)

Address: 700 N. Frederick Road, Gaithersburg, MD 20879

Date Prepared: October 17, 2012 Solicitation number: D12PS00316

Item/Service: DOI Foundation Cloud Hosting Services

Place of Performance: DOI Facilities and Contractor Facilities

Individual Plan Period: Base: Dec 31, 2012 – Dec 30, 2015

Option 1: Dec 31, 2015 – Dec 30, 2017

Option 2: Dec 31, 2017 – Dec 30, 2019

Option 3: Dec 31, 2019 – Dec 30, 2021

Option 4: Dec 31, 2021 – Dec 30, 2022

D.2 TYPE OF PLAN:

This is an Individual Plan. The elements of this plan have been specifically developed for this contract and are applicable for the full term of this contract.

D.3 GOALS

A. Estimated dollar value of all planned subcontracting i.e., to all types of business concerns under this Contract is: \$(b) (4)

<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION</u>
(b) (4)				

B. Estimated dollar value* and percentage of planned subcontracting to small business concerns is: (*This figure includes the amount in C, D, E, and F below.)

<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION</u>
(b) (4)				

C. Estimated dollar value and percentage of planned subcontracting to small disadvantaged business concerns is:

<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION</u>
(b) (4)				

D. Estimated dollar value and percentage of planned subcontracting to woman-owned small business concerns is:

<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION</u>
(b) (4)				

E. Estimated dollar value and percentage of planned subcontracting to HubZone certified business concerns is:

<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION</u>
(b) (4)				

F. Estimated dollar value and percentage of planned subcontracting to veteran owned small business concerns is:

<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION</u>
(b) (4)				

G. Estimated dollar value and percentage of planned subcontracting to service disabled veteran owned small business concerns is:

<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION</u>
(b) (4)				

Products and/or services to be subcontracted under this contract, and the types of businesses supplying them, are:

Figure D.3-1: Business Category or Size

<i>Subcontracted Product/Service</i>	<i>SB</i>	<i>SDB</i>	<i>WOSB</i>	<i>HUBZone</i>	<i>VOSB</i>	<i>SDVOSB</i>
(b) (4)						

H. Method Used to Develop Subcontracting Goals:

(b) (4)

(b) (4)

I. Lockheed Martin identifies potential subcontractors using the following source lists and organizations:

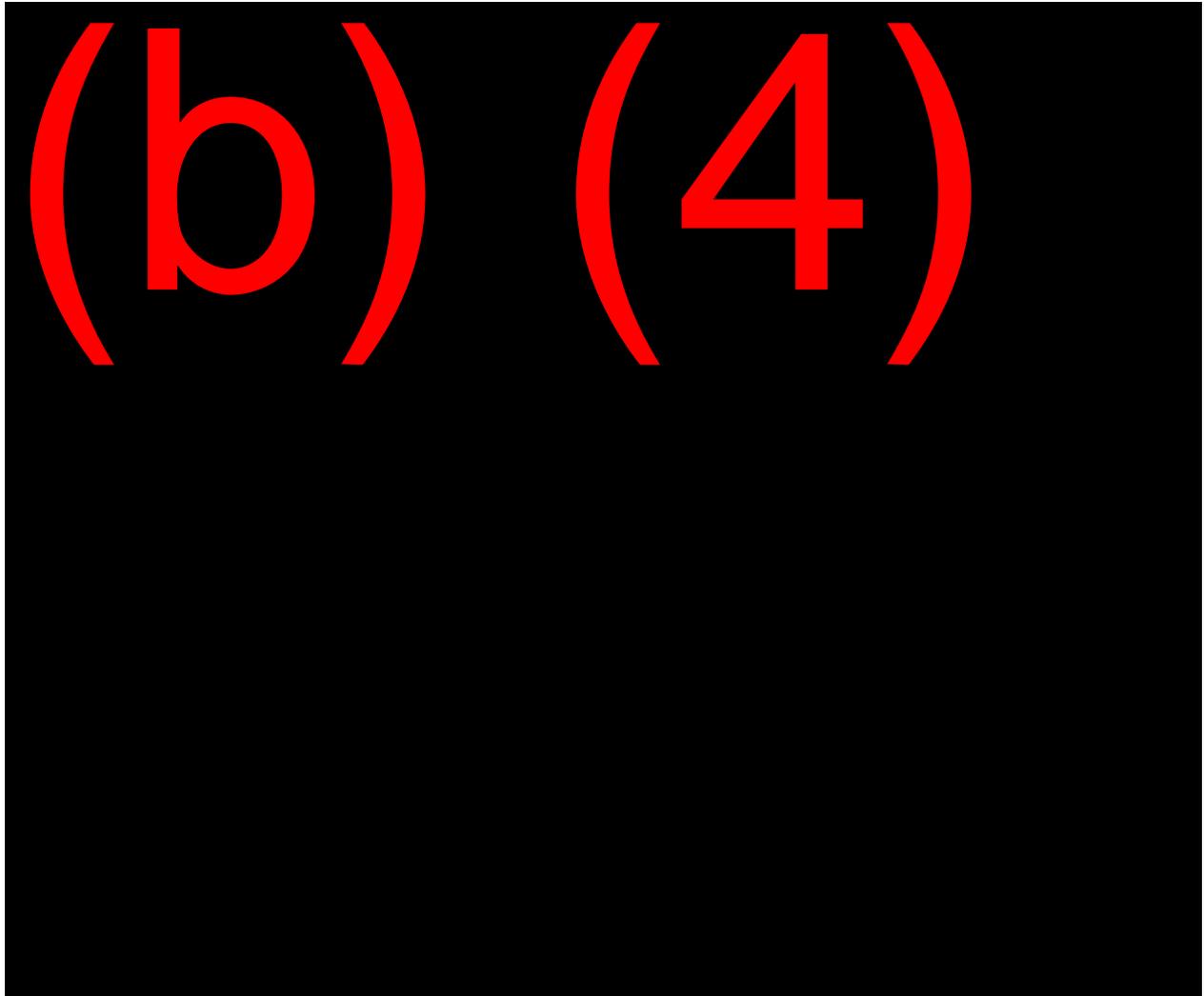
(b) (4)

J. Indirect Costs:

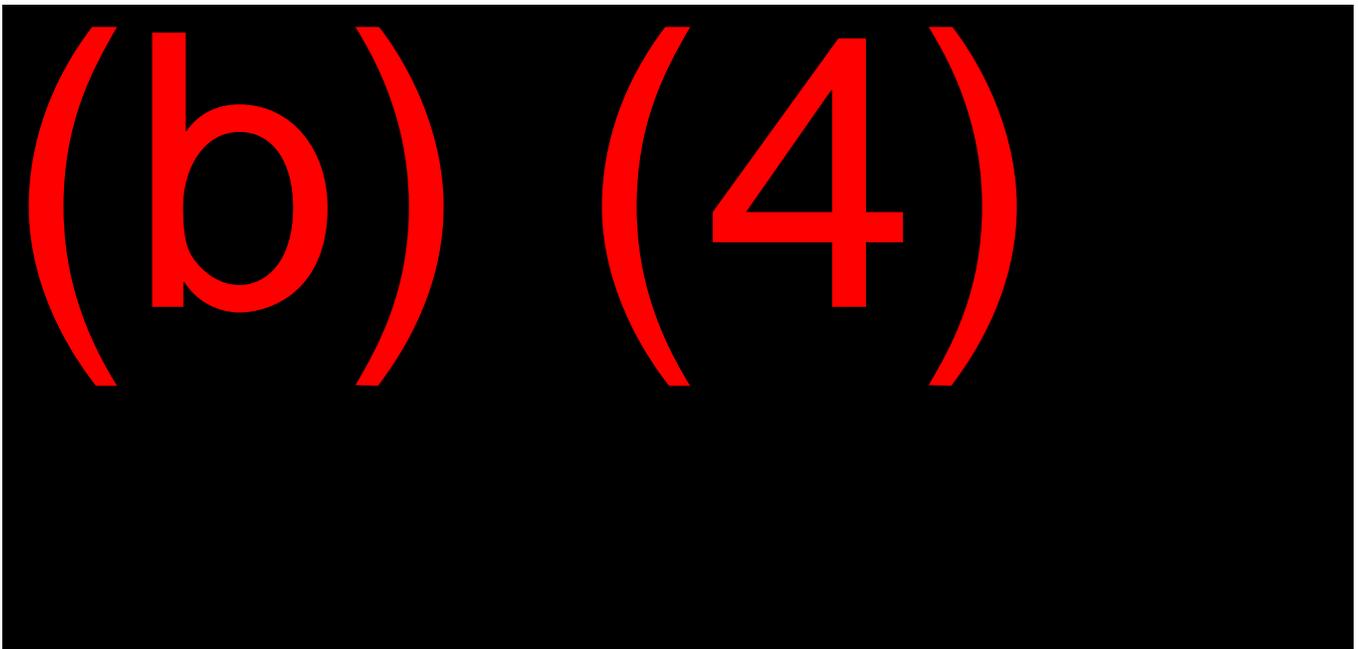
Indirect and overhead costs have not been included in this plan

D.4 PROGRAM ADMINISTRATOR

(b) (4)



D.5 EQUITABLE OPPORTUNITY



(b) (4)

D.6 CLAUSE INCLUSION AND FLOWDOWN

LM agrees to include the FAR Clause 52.219-8, “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (*except small business concerns*) that receive subcontracts in excess of \$650,000 (\$1,500,000 for construction) to adopt a plan that complies with the requirements of the clause at [52.219-9](#), “Small Business Subcontracting Plan”. The plans will be reviewed against the minimum requirements for such plans. Once the plans are negotiated, approved and implemented, the plans will be monitored through the submission of periodic reports, including the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Report System (eSRS) (<http://www.esrs.gov>).

D.7 REPORTING AND COOPERATION

LM agrees to:

- (i) cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>), following the instructions in the eSRS;
- (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS;
- (v) Provide its prime contract number and its DUNS number and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
- (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in **Figure D.7-1**:

Figure D.7-1: Report Submission

<i>Calendar Period</i>	<i>Report Due</i>	<i>Due Date</i>	<i>Submit Reports to eSRS with email address for</i>
10/01–03/31	ISR	04/30	Contracting Officer
04/01–09/30	ISR	10/30	Contracting Officer
10/01–09/30	ISR	10/30	Contracting Officer

D.8 RECORDKEEPING

LM maintains the types of records that are necessary to demonstrate the methods by which goals will be met and provisions accomplished. Such records permit extraction of data to support subcontracting plan goals and to identify the extent of achievement of such goals. Records maintained also make it possible to identify teammate business size and awards. A computerized record system, supported by manual records where necessary, is used to compile the data necessary to support this Subcontracting Plan.

LM also maintains source lists, guides, and other data used to identify SBs, including the Small Business Administration’s CCR and Lockheed Martin’s internal, online database, Exostar.

Exostar also provides notice to suppliers concerning penalties and remedies for misrepresentations of business status for the purpose of obtaining subcontracts.

In accordance with Lockheed Martin Acquisition Procedures (LMAP) 5.710, documentation for each subcontract solicitation resulting in an award of more than \$150,000 indicates whether SBs, SDBs, WOSBs, HUBZones, VOSBs, and SDVOSBs were solicited, and, if not, why not. If applicable, reasons why an award was not made to an SB are also included.

Records documenting outreach efforts with trade associations, business development organizations, conferences, and trade fairs to locate small business concerns are maintained by the Supplier Diversity Program Office. The Supplier Diversity Program Office also maintains records documenting internal guidance and encouragement provided to buyers through workshops, seminars, training programs, and incentive awards; and documentation of monitoring performance to evaluate compliance with the program requirements.

D.9 TIMELY PAYMENT TO SUBCONTRACTORS

LM has procedures to ensure the timely payment of amounts due to teammates, pursuant to the terms of subcontracts with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns. All subcontractors on DOI FCHS will use our proven Vendor Invoice Processing (VIP) system for fast, accurate, paperless invoice processing. Electronic invoices are automatically generated via the VIP system and paid pursuant to the terms of the subcontract.

D.10 DESCRIPTION OF GOOD FAITH EFFORT

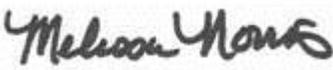
LM will take the following steps to demonstrate compliance with a good faith effort to achieve the small business subcontracting goals:

- Lockheed Martin supplier diversity professionals will work with buyers, strategic sourcing teams, and technical organizations to ensure that SB concerns are afforded the maximum practicable opportunity to participate in the Corporation's subcontracting process. In an effort to identify capable firms, Lockheed Martin will participate as sponsors, exhibitors, counselors, and/or guest speakers at the following events; 1) U.S. Small Business Administration Small Business Week Conference and Trade Fair, 2) District Small Business Administration Matchmaking Events and Trade Fairs, 3) National Minority Supplier Development Council Annual Conference and Trade Fair, 4) Lockheed Martin Corporation Supplier Information Sessions, 5) National American Indian Center's Reservation & Economic Summit, 6) U.S. Department of Commerce – Minority Business Development Agency, 7) Regional and National Minority Enterprise Development (MED) Week Conferences and Trade Fairs, 8) Government and Industry Sponsored Trade Fairs around the country.
- A concerted effort will be made by all Lockheed Martin Corporation operating companies to identify and facilitate procurement opportunities, solicit, and fairly evaluate all small business concerns. Detailed requirements are outlined in the Lockheed Martin Acquisition Procedure (LMAP). To this end, Lockheed Martin Corporation will: 1) Ensure that bidding period, delivery schedules, and all other elements of solicitations do not include provisions that unfairly restrict or eliminate inclusion of small business concerns, 2) Where practical, consider breaking up order requirements to include small business concerns & HBCU/MI/TCU participation, 3) Ensure that make-buy deliberations consider the potential impact on small business subcontracting, 4) Work with engineering and program personnel to evaluate small business concerns during the design and development phase, 5) Ensure that specifications, drawings, and other relevant data are made

available to small business concerns in a timely manner, 6) Use restricted competitions, where appropriate and practical, 7) Provide counseling and other forms of assistance to small business concerns to the extent that it does not compromise the integrity of the Corporation's procurement process, 8) Authorize progress payments and performance-based payment to small business concerns in instances where considerable investment is required to perform under a Lockheed Martin Corporation subcontract or purchase order, 9) Provide small business concerns with the use of Lockheed Martin Corporation owned tooling and equipment, where practical, and 10) Host trade fairs and conferences whereby potential suppliers can meet key members of the Lockheed Martin Corporation engineering, program management, manufacturing, and procurement staff.

The above requirements will be negotiated with the contracting officer prior to approval. The contracting officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract.

This subcontracting plan was SUBMITTED by:

Signature: 
Typed Name: Melissa Norris
Title: Small Business Liaison Officer
Date: October 17, 2012

This subcontracting plan was REVIEWED by:

Signature:
Typed Name:
Title: Contracting Officer
Date:

This subcontracting plan was REVIEWED by:

Signature:
Typed Name:
Title: Small Business Specialist
Date:

This subcontracting plan was REVIEWED by:

Signature:
Typed Name:
Title: Small Business Administration - PCR
Date:

This subcontracting plan was ACCEPTED by:

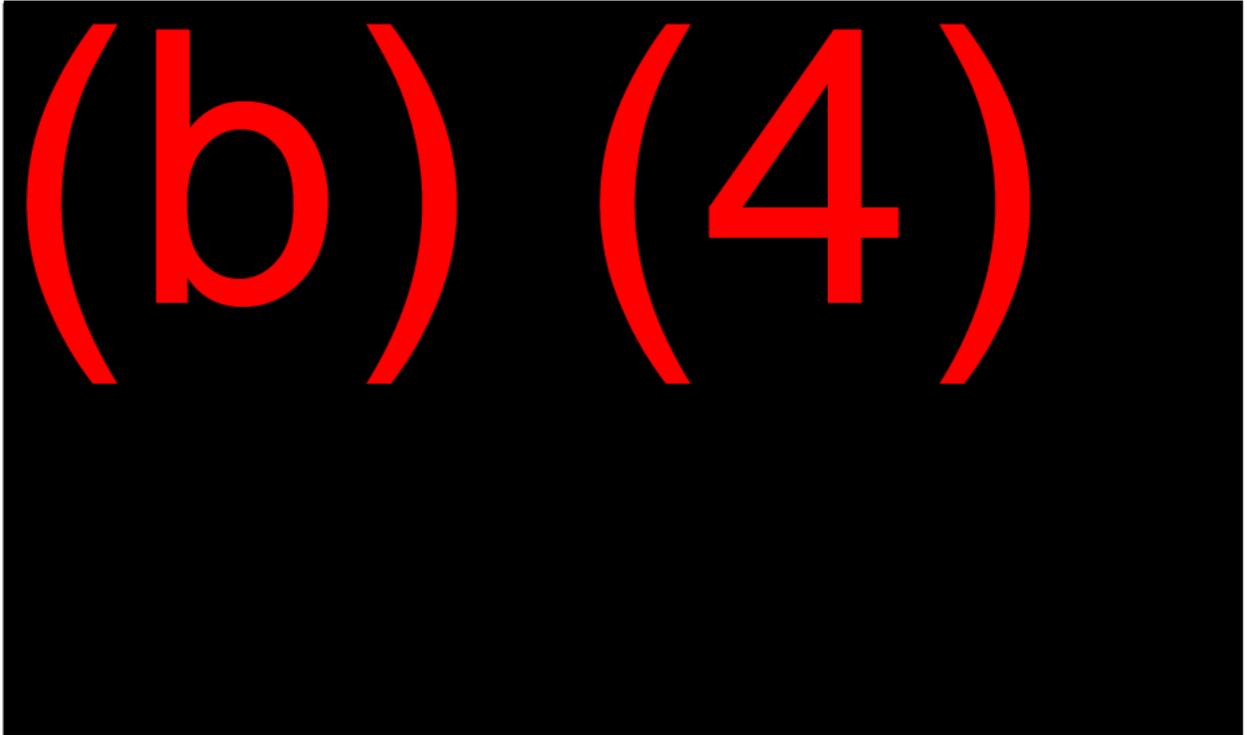
Signature:
Typed Name:
Title: Contracting Officer
Date:

D ATTACHMENT 1 SUBCONTRACTOR LETTERS OF COMMITMENT

This attachment includes full images of the signed letters provided by all of our proposed subcontractors as evidence of their commitment to support LM in the performance of the DOI Foundation Cloud Services Program, as shown and discussed in Section 8.2.

Images of signed letters from all of our proposed subcontractors are included here to provide evidence of each subcontractor's commitment to support LM in the performance of the DOI Foundation Cloud Services Program, as needed to meet the requirements of individual TOs that are awarded.

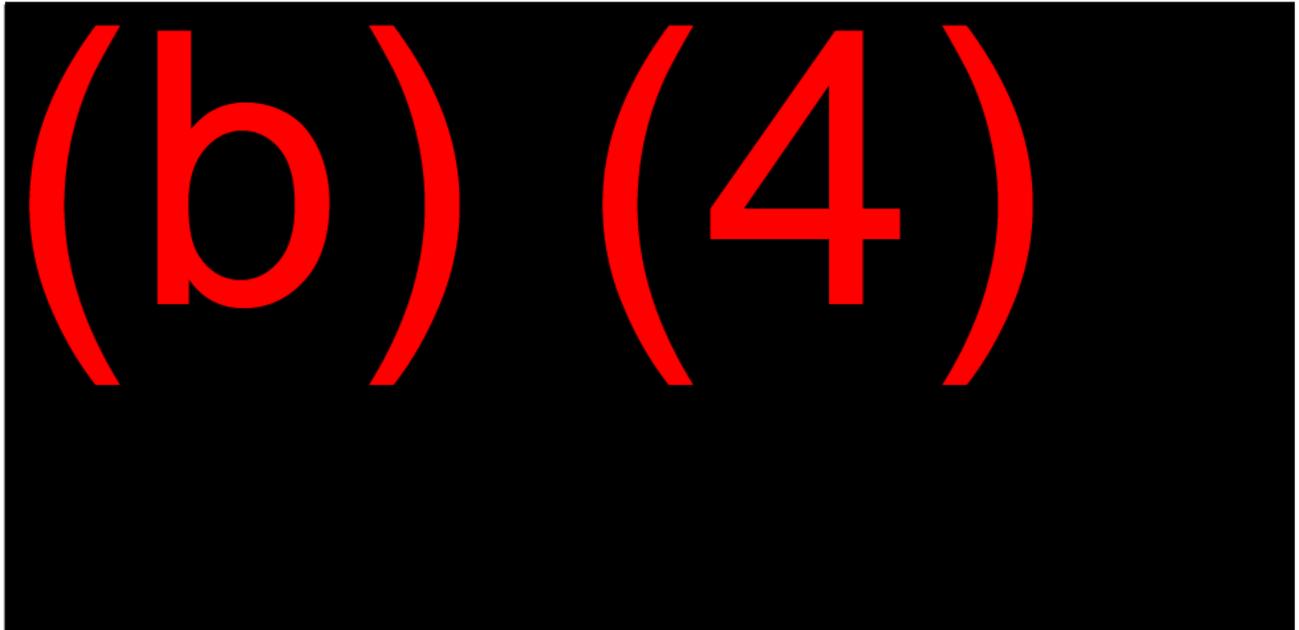
D.A.1 (b) (4)



D.A.2 (b) (4)(b) (4)(b) (4)(b) (4) INC.



D.A.3 (b) (4)(b) (4)(b) (4)



9900 Belward Campus Drive, Suite 275 • Rockville, MD 20850
Phone: 301.838.3420 • Fax: 301.838.3421
www.(b) (4)sanders.com

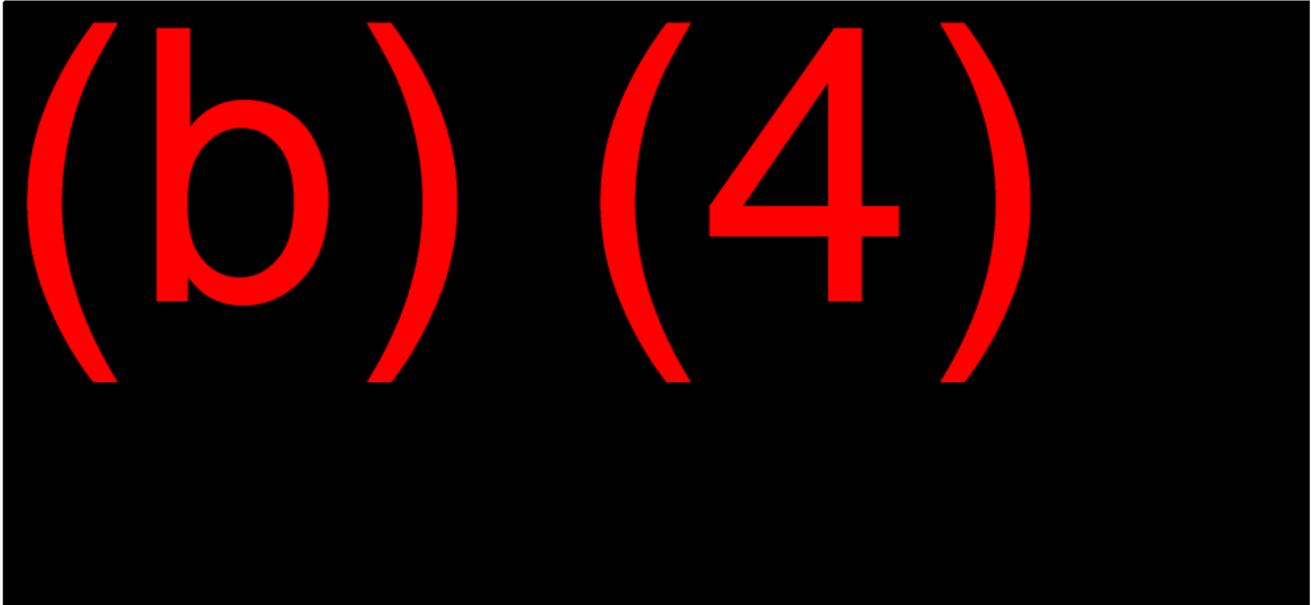
D-Attch1-4

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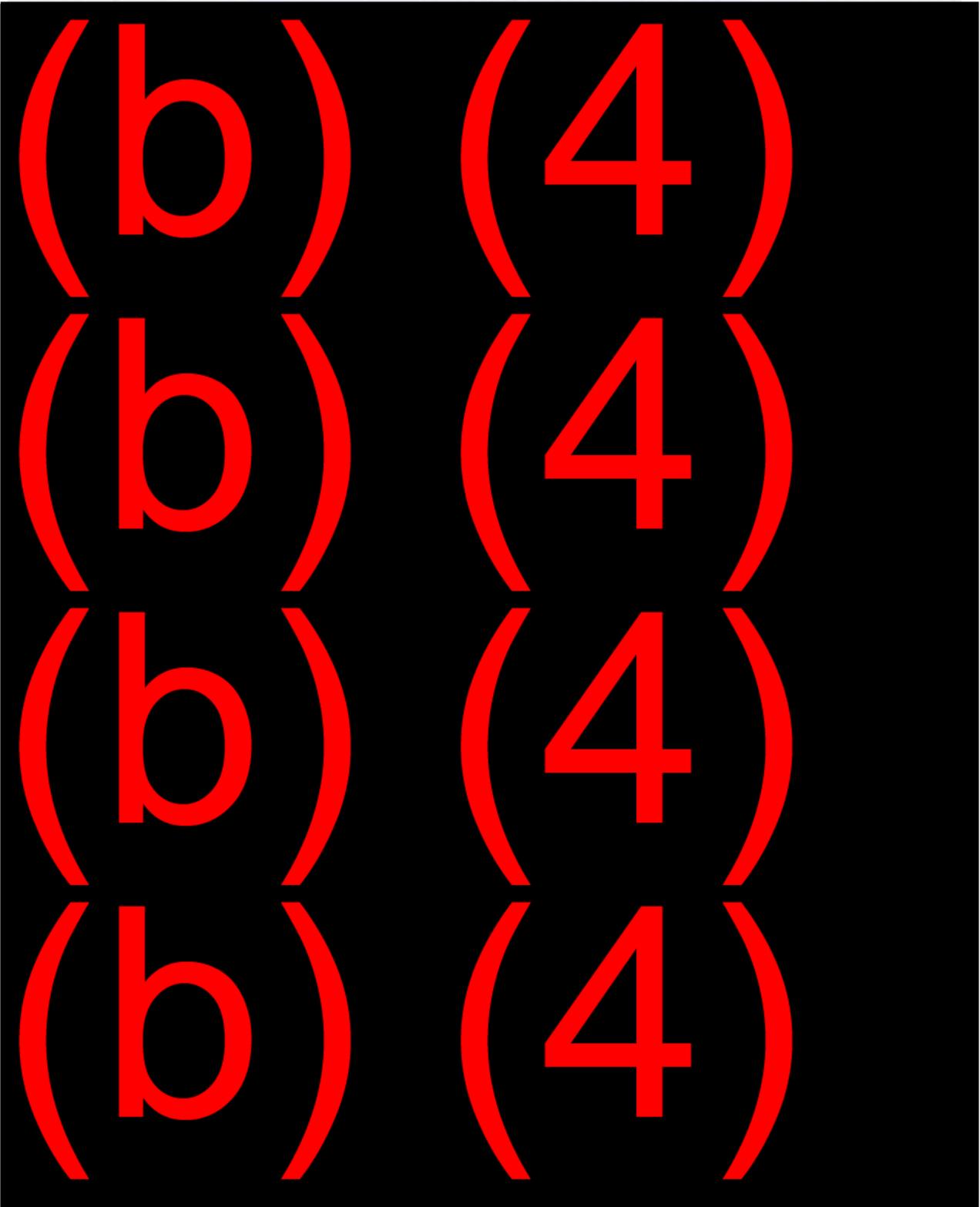
D.A.4 (b) (4)(b) (4)



D.A.5 (b) (4)(b) (4)(b) (4)



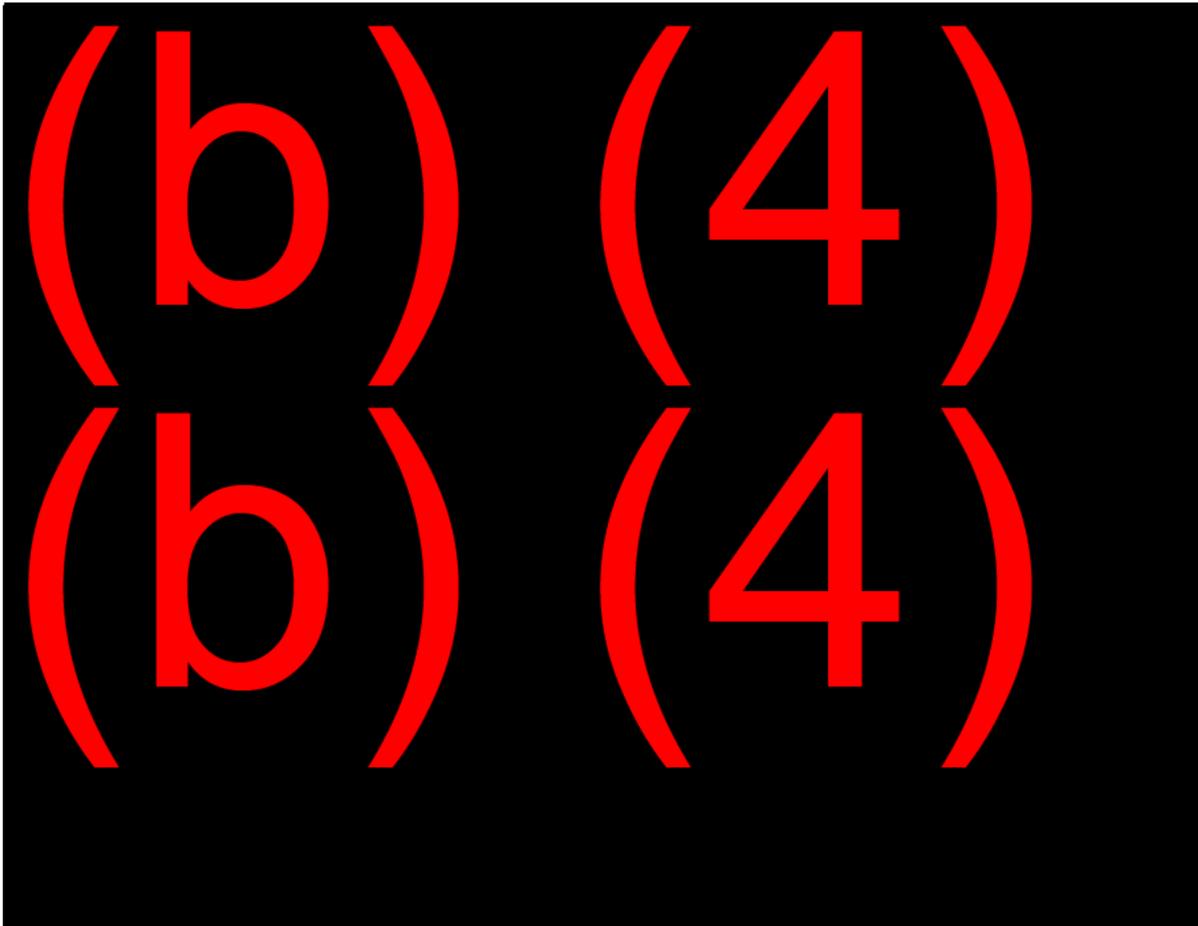
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D.A.7 (b) (4)(b) (4)(b) (4)



D.A.8 (b) (4)

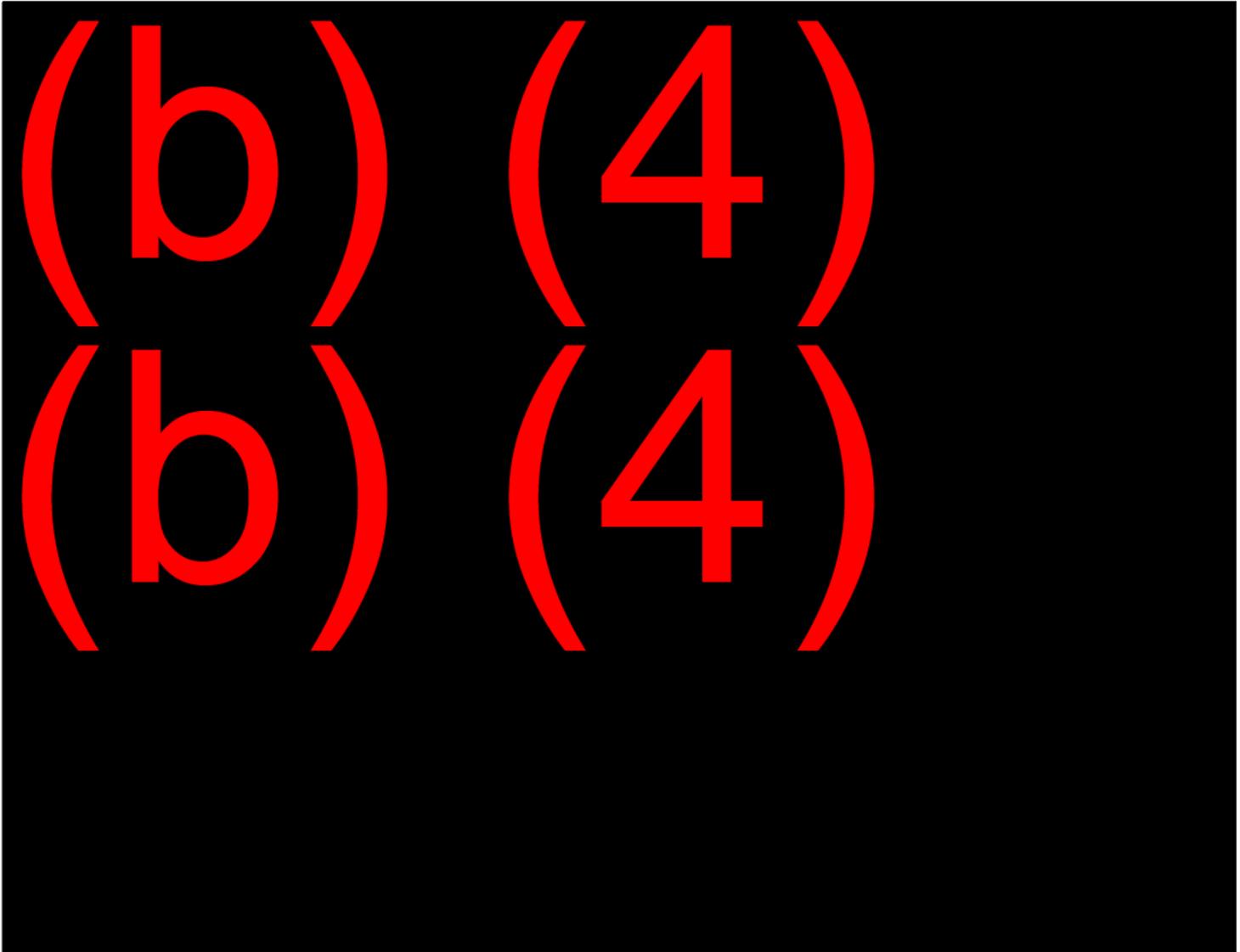


14073 Crown Court Woodbridge, VA 22193- (571) 402-3202- www.futroninc.com

D-Atch1-9

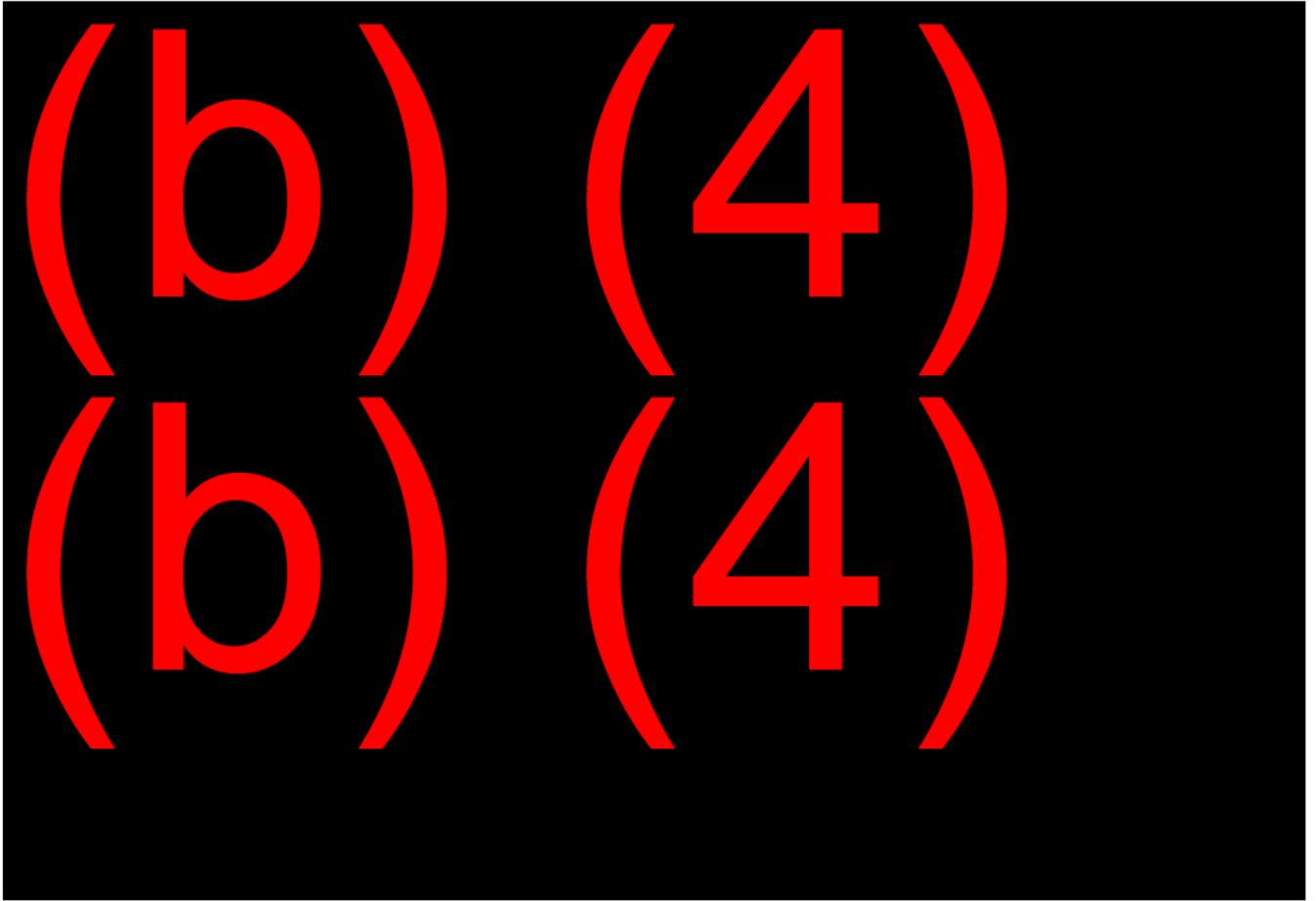
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D.A.9 IRONBOW

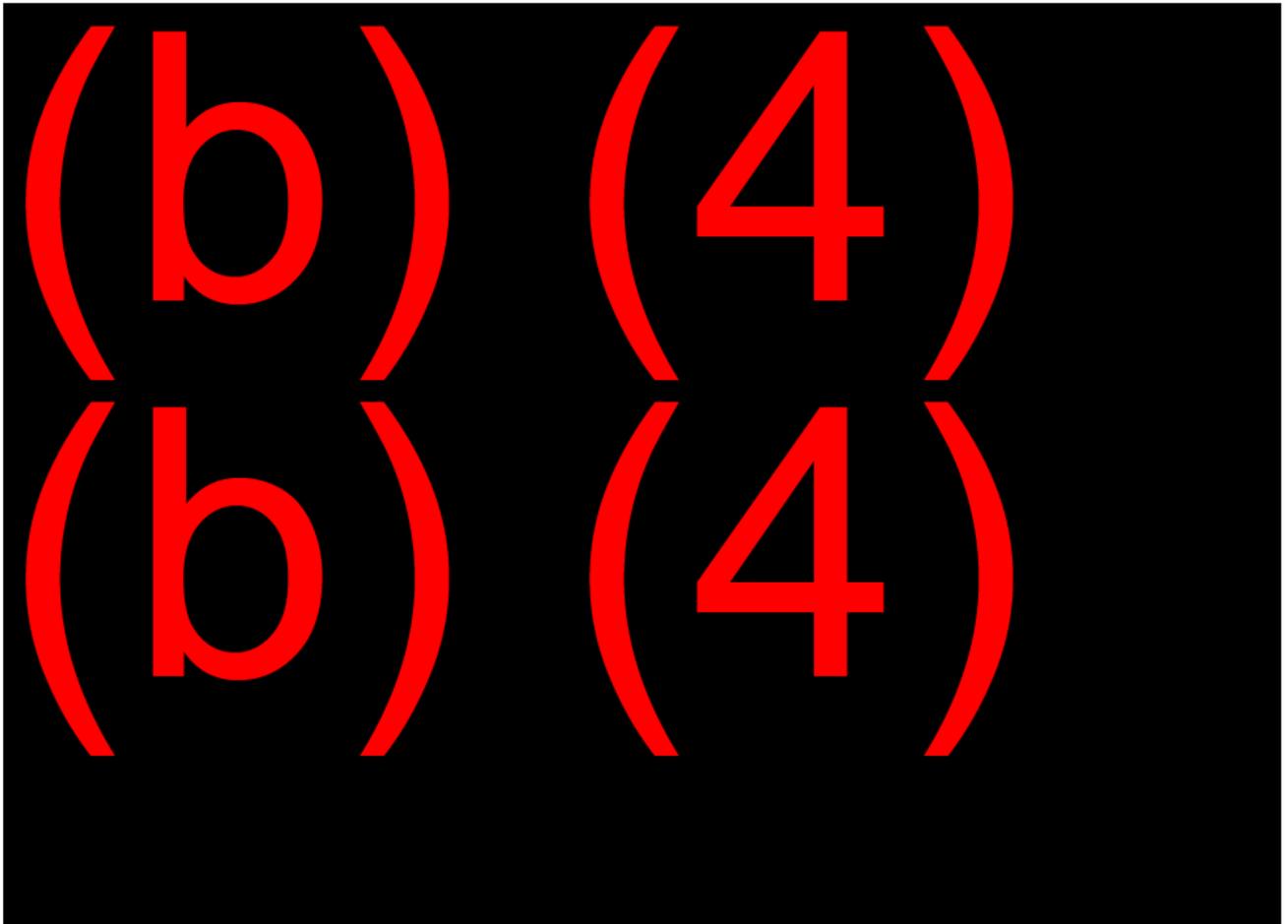


(b) (4) Technologies, LLC | 4800 Westfields Boulevard, Chantilly, VA 20151 | www.ironbow.com

D.A.10 **(b) (4)**

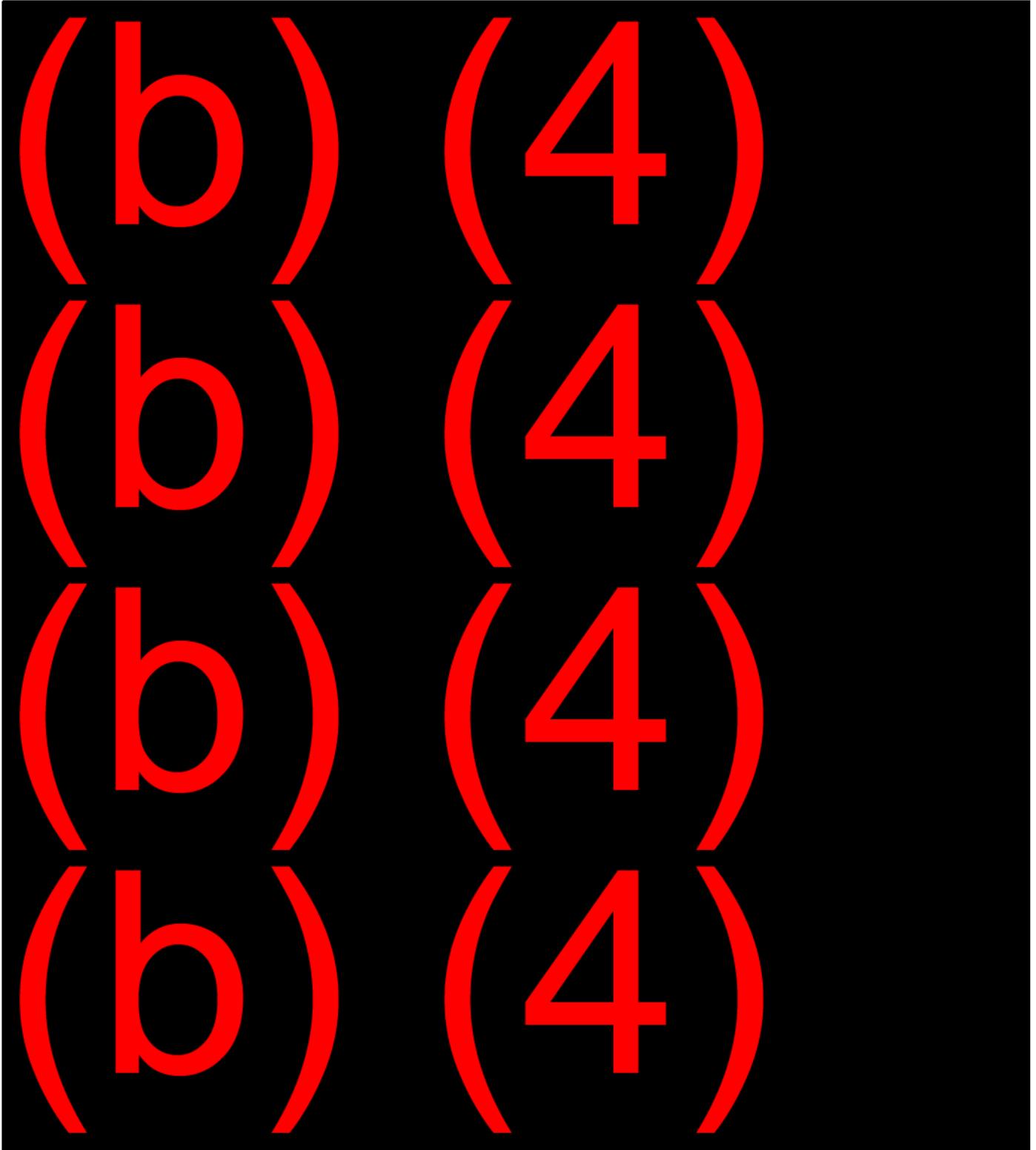


D.A.11 OPEN SAN



5825 Glenridge Drive, Building 3, Suite 101, Atlanta, GA 30328
www.oscedge.com 678-340-3343

D.A.12 (b) (4)



(b) (4)

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(b) (4)