



governmentattic.org

"Rummaging in the government's attic"

Description of document: **NSA administrative processing file for FOIA request for records on Google and contracts With Google**

Requested date: 27-October-2007

Released date: 10-September-2008

Posted date: 27-September-2008

Date/date range of document: October 1993 – 13-September-2007

Source of document: NSA FOIA Requester Service Center:
National Security Agency
Attn: FOIA/PA Office (DJ4)
9800 Savage Road, Suite 6248
Ft. George G. Meade, MD 20755-6248
Telephone: (301) 688-6527
Fax: (443) 479-3612

The governmentattic.org web site ("the site") is noncommercial and free to the public. The site and materials made available on the site, such as this file, are for reference only. The governmentattic.org web site and its principals have made every effort to make this information as complete and as accurate as possible, however, there may be mistakes and omissions, both typographical and in content. The governmentattic.org web site and its principals shall have neither liability nor responsibility to any person or entity with respect to any loss or damage caused, or alleged to have been caused, directly or indirectly, by the information provided on the governmentattic.org web site or in this file.



**NATIONAL SECURITY AGENCY
CENTRAL SECURITY SERVICE**
FORT GEORGE G. MEADE, MARYLAND 20755-6000

FOIA Case: 54025
10 September 2008

This is the final response to your Freedom of Information Act (FOIA) request dated 27 October 2007 for “ - The letter of request; - The letter of response, - The contents of the administrative tracking file (notes, memos, email, letters, etc., etc.), and also - The first 200 pages of any records provided for each of the following eight (8) FOIA request cases at the NSA: 51864 51897 51978 51982 52003 52440 52467 52565.” A copy of your request is enclosed. Your request has been processed under the FOIA and some of the documents you requested are enclosed. Certain information, however, has been deleted from the enclosures.

Some of the information deleted from the documents was found to be currently and properly classified in accordance with Executive Order 12958, as amended. This information meets the criteria for classification as set forth in Subparagraph (c) of Section 1.4 and remains classified TOP SECRET and SECRET as provided in Section 1.2 of the Executive Order. The information is classified because its disclosure could reasonably be expected to cause exceptionally grave or serious damage to the national security.

In addition, this Agency is authorized by various statutes to protect certain information concerning its activities. We have determined that such information exists in these documents. Accordingly, those portions are exempt from disclosure pursuant to the third exemption of the FOIA which provides for the withholding of information specifically protected from disclosure by statute. The specific statutes applicable in this case are Title 18 U.S. Code 798; Title 50 U.S. Code 403-1(i); and Section 6, Public Law 86-36 (50 U.S. Code 402 note).

Commercial and financial information that is privileged or otherwise confidential has also been deleted from the enclosures, pursuant to the fourth exemption of the FOIA.

Also, some of the information has been deleted from the enclosures pursuant to the fifth exemption of the FOIA. This exemption applies to inter-agency or intra-agency memoranda or letters which would not be available by law to a party in litigation with the agency, protecting information that is

normally privileged in the civil discovery context, such as attorney-client privileged information.

Additionally, personal information regarding an individual has been deleted from the enclosures in accordance with 5 U.S.C. 552 (b)(6). This exemption protects from disclosure information that would constitute a clearly unwarranted invasion of personal privacy. In balancing the public interest for the information you request against the privacy interests involved, we have determined that the privacy interests sufficiently satisfy the requirements for the application of the (b)(6) exemption.

Since these deletions may be construed as a partial denial of your request, you are hereby advised of this Agency's appeal procedures. Any person denied access to information may file an appeal to the NSA/CSS Freedom of Information Act Appeal Authority. The appeal must be postmarked no later than 60 calendar days from the date of the initial denial letter. The appeal shall be in writing addressed to the NSA/CSS FOIA Appeal Authority (DJP4), National Security Agency, 9800 Savage Road STE 6248, Fort George G. Meade, MD 20755-6248. The appeal shall reference the initial denial of access and shall contain, in sufficient detail and particularity, the grounds upon which the requester believes release of the information is required. The NSA/CSS Appeal Authority will endeavor to respond to the appeal within 20 working days after receipt, absent any unusual circumstances.

Sincerely,

A handwritten signature in black ink, reading "Rhea D. Siers". The signature is written in a cursive, flowing style.

RHEA D. SIERS
Deputy Associate Director for Policy

Encls:
a/s

NATIONAL SECURITY AGENCY ADMINISTRATIVE
PROCESSING FILE FOR PREVIOUS FOIA REQUEST
FOR RECORDS ON

GOOGLE AND CONTRACTS WITH GOOGLE

11/7/06

Verne Kopytoff
San Francisco Chronicle
901 Mission St.
San Francisco, Ca. 94103
(415) 777-6004
e-mail: vkopytoff@sfchronicle.com

National Security Agency
Attn: FOIA/PA Office (DC34)
9800 Savage Road, Suite 6248
Ft. George G. Meade, MD 20755-6248

Nov. 3, 2006

Dear Coordinator,

I'd like to make a Freedom of Information Act request for all documents related to Google, the Internet search engine based in Mountain View, Calif. The period of my request is from Jan. 1, 2003 to the present.

The search should include – but not be limited to – documents (contracts, specifications, etc.) and correspondence (by e-mail, fax and postal service) related to Google as a vendor, adviser or consultant to the National Security Agency.

Documents should include those generated by the National Security Agency and those by Google.

I'm willing to pay all necessary processing fees. However, I may be eligible for a waiver for some or all of the costs based on my job as a journalist.

If you have any questions, please contact me.

Thank You,


Verne Kopytoff

[REDACTED] CIV-NSA) DC34

(b) (3) - P.L. 86-36

From: lthelp@nsa
Sent: Monday, November 13, 2006 6:48 AM
To: [REDACTED] (CIV-NSA) DC34
Subject: (U) Corporate REMEDY - HD0000000373615 - Resolved

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

HD0000000373615 has been resolved and will be automatically closed on 11/20/06 11:48:17 if you do not close or reopen it before then through URL:
<http://itsc.eerc.emssc.itis.nsa/servicereq.htm>

Solution Summary : (U) Media Status
Solution Description : (U//~~FOUO~~) Yes. Verne Kopytoff is listed as an internet reporter on the Business Desk for the S.F. Chronicle.
Source: News Media Yellow Book 2006 p. 238

We'd really like to hear how we're doing - please take a moment to fill out our new online feedback form!
http://libraries.do.nsa/MLIB_customerfeedback1.html

Description : (U//~~FOUO~~) Please verify the media status of Verne Kopytoff of the San Francisco Chronicle. Thanks!

Summary : (U) Media Status

Assigned To Individual+ : [REDACTED]

(b) (3) - P.L. 86-36

Assigned To Group+ : [REDACTED]

Assigned To Group+ : SID Information Svcs

Assign Time : 11/13/06 11:40:42

Resolved Time : 11/13/06 11:48:17

Create Time : 11/13/06 11:39:31

Orig Submitter : [REDACTED]

QOS : Silver

Case Category - Type - Item : Corporate Applications/Services | Information Services |

Main Information Requests

Classification : UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

[REDACTED] (CIV-NSA) DC34

(b) (3) - P.L. 86-36

From: [REDACTED] (CIV-NSA)DA31
Sent: Monday, November 27, 2006 1:53 PM
To: [REDACTED] SA) DC34
Cc: [REDACTED] (CIV-NSA)DA31
Subject: FW: (U) QUESTION - FOIA CASE #51897

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Betty -- please see the response below from [REDACTED]

[REDACTED]
MACRO Program Manager
977-7864/Sab 4/S4229
Ste 6623

-----Original Message-----
From: [REDACTED] (CIV-NSA)DA32
Sent: Monday, November 27, 2006 1:50 PM
To: [REDACTED] (CIV-NSA)DA31
Subject: RE: (U) QUESTION - FOIA CASE #51897

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

It would seem to be similar in that there are several levels of service, at various prices, and the buyer chooses which level of customer support he requires...seems from the documents that "Silver" is the standard level of service offered by GOOGLE.

Randy

-----Original Message-----
From: [REDACTED] (CIV-NSA)DA31
Sent: Monday, November 27, 2006 1:23 PM
To: [REDACTED] (CIV-NSA)DA32
Cc: [REDACTED] (CIV-NSA)DA31
Subject: FW: (U) QUESTION - FOIA CASE #51897

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Randy -- the FOIA office wants to know if "silver" service is similar to what we have here with EA and the three tiers or service levels or does it mean something else?

[REDACTED]
MACRO Program Manager
977-7864/Sab 4/S4229
Ste 6623

-----Original Message-----
From: [REDACTED] (CIV-NSA)DA31
Sent: Monday, November 27, 2006 7:00 AM
To: [REDACTED] DC34
Cc: [REDACTED] (CIV-NSA)DA31
Subject: FW: (U) QUESTION - FOIA CASE #51897

(b) (3) - P.L. 86-36

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Betty -- see the reply below

[REDACTED]
MACRO Program Manager
977-7864/Sab 4/S4229
Ste 6623

(b)(3)-P.L. 86-36

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

From: [REDACTED] (CIV-NSA)DA32
Sent: Monday, November 27, 2006 6:32 AM
To: [REDACTED] (CIV-NSA)DA31
Subject: RE: (U) QUESTION - FOIA CASE #51897

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

1 contract 03C1396
Contract Value: \$2,077,952
Period of Performance ended 3 December 2005
Service Purchased: Search Appliances
"Silver" Support

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

From: [REDACTED] (CIV-NSA)DA31
Sent: Wednesday, November 22, 2006 5:50 AM
To: [REDACTED] (CIV-NSA)DA32
Cc: [REDACTED] (CIV-NSA)DA31
Subject: FW: (U) QUESTION - FOIA CASE #51897

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Randy -- can you look this up for me in the data warehouse? Thanks

[REDACTED]
MACRO Program Manager
977-7864/Sab 4/S4229
Ste 6623

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

From: [REDACTED] (CIV-NSA) DC34
Sent: Tuesday, November 21, 2006 2:47 PM
To: [REDACTED] (CIV-NSA)DA31
Cc: [REDACTED] (CIV-NSA) DC34
Subject: (U) QUESTION - FOIA CASE #51897

(b)(3)-P.L. 86-36

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Jody,

Between 1 January 2003 to present, does NSA have any contracts, specifications, etc. related to GOOGLE (search engine based in Mountain View, California) as a vendor, adviser or consultant?

Thanks!
(U//FOUO) [REDACTED]
FOIA Case Officer, DC34
Ops2B - 2B8118 - STE6248
963-5827/301-688-6527

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

UNCLASSIFIED//FOR OFFICIAL USE ONLY

FOIA Case: 51897

When responding, please complete ALL applicable blanks below.

1. NO RECORDS/NO SEARCH:

___ I reasonably believe that my organization does not have records in our office files or in the Records Center that are responsive to the request. Therefore, I have not conducted a search and am not providing a search estimate.

2. SEARCH/NO RECORDS FOUND (cost under \$25):

X No responsive records were found in our files or in the Records Center, and our search cost was under \$25.00. **PLEASE COMPLETE DD FORM 2086.**

3. SEARCH/RECORDS FOUND (cost under \$25):

___ Responsive records are attached. The search cost was under \$25.00. **PLEASE COMPLETE DD FORM 2086.**

4. MUST SEARCH TO DETERMINE IF RESPONSIVE RECORDS EXIST:

___ A search is required to determine if any responsive records exist. My search costs are estimated on pages 2-3. (Note: if your search cost estimate exceeds \$25.00, **DO NOT SEARCH** for the information at this time).

(U)//~~FOUO~~ _____ 977-7432, DA32 _____ (b)(3)-P.L. 86-36
Signature/Office/Secure Phone/Date

UNCLASSIFIED//FOR OFFICIAL USE ONLY

UNCLASSIFIED//FOR OFFICIAL USE ONLY

FOIA Case: 51897

ESTIMATED SEARCH AND/OR REVIEW COSTS

a. (U) List the various organizational elements which contributed to your evaluation:

b. (U) Briefly describe the types of records that may be responsive (e.g., correspondence, intelligence reports, etc.):

c. (U) Indicate the **NUMBER OF FILES** which would have to be searched for each category of file listed below (e.g., 2 file drawers and 1 safe):

<u> 1 </u> file drawers	<u> </u> file cabinets
<u> </u> large flippers	<u> </u> safes
<u> </u> desk drawers	<u> </u> shinn boxes
<u> </u> small flippers	

d. (U) Tell us the accessibility of the responsive files:

 1 Files are centrally located
 Files must be recalled from storage
 Files are contained in readily accessible folders
 Files are scattered throughout several folders, drawers, cabinets, and would require a page-by-page search for proper retrieval
 Files are located in various offices
 Files are organized chronologically rather than by subject matter

e. (U) Other unique conditions that may affect the processing of this request:

UNCLASSIFIED//FOR OFFICIAL USE ONLY

UNCLASSIFIED//FOR OFFICIAL USE ONLY

FOIA Case: 51897

f. (U) Machine files to be searched:

_____ Databases, e-mails and the NSA Web. Briefly describe the system: _____

_____ **(NOTE:** Please **do not** search or provide a search estimate for Anchory files as S1213 (Anchory) is the office responsible for conducting those searches/estimates.)

g. (U) **Estimate** the number of hours that you believe are required to conduct a reasonable search.

Grade	Hours of Search		Hourly Rate	TOTAL
_____ E9/GS8&below	_____	x	\$20.00 =	_____
_____ 1_ 01-06/GS9-15	_____ .5	x	\$44.00 =	_____ 22
_____ 07/SCE/SLE/SLP	_____	x	\$75.00 =	_____

h. (U) If a contract, was it competitive? ____ YES or ____ NO

TOTAL COST OF ESTIMATE IS: _____ **\$22** _____**UNCLASSIFIED//FOR OFFICIAL USE ONLY**

[redacted] (CIV-NSA) DJ4

(b)(3)-P.L. 86-36

From: [redacted] (CIV-NSA) DA35
Sent: Wednesday, March 28, 2007 8:34 AM
To: [redacted]
Cc: [redacted]
Subject: RE: (U) FOIA CASE #51897

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Yes I will mail the copies directly to [redacted] this AM.

Thanks.

[redacted]
Chief, DA35, IT Enterprise Contracting Office
992-4907, 301 688-9628
fax unclassified 301 688-9705
NBP-1 Suite 6652

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

From: [redacted] (CIV-NSA) DA32
Sent: Wednesday, March 28, 2007 7:33 AM
To: [redacted] (CIV-NSA) DA35
Subject: FW: (U) FOIA CASE #51897

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Is this in your area...I'm having a brain fart?

Randy

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

From: [redacted] (CIV-NSA) DA31
Sent: Wednesday, March 28, 2007 6:57 AM
To: [redacted] (CIV-NSA) DA32
Cc: [redacted] (CIV-NSA) DA31
Subject: FW: (U) FOIA CASE #51897

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Randy -- [redacted] called me about these missing pages today -- can you tell me what the status is?

[redacted]
MACRO Program Manager
977-7864/Sab 4/S4229
Ste 6623

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

From: [redacted] (CIV-NSA) DA31
Sent: Friday, March 23, 2007 8:26 AM
To: [redacted] (CIV-NSA) DA32
Cc: [redacted] (CIV-NSA) DA31
Subject: FW: (U) FOIA CASE #51897

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Randy -- can you give me copies of the missing pages to send to [redacted] in FOIA?

[redacted]

MACRO Program Manager
977-7864/Sab 4/S4229
Ste 6623

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

From: [REDACTED] (CIV-NSA) DJ4
Sent: Friday, March 23, 2007 8:01 AM
To: [REDACTED] (CIV-NSA) DA31
Cc: [REDACTED] (CIV-NSA) DJ4
Subject: (U) FOIA CASE #51897

(b)(3)-P.L. 86-36

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Hi Jody,

Randy provided me with copies of contract MDA904-03-C-1396. The missing pages are listed below. Please provide them to me. Thanks!

A document was faxed on 13 Apr 04. It looks like it's two pages. I have the cover sheet.

A document was faxed on 4 Aug 03. It looks like it's 19 pages. I have the cover sheet.

The ORDER FORM: Google Search Appliance.

Faxed 1 Aug 03 - missing page 1

Faxed 6 Apr 04 - missing pages 1-3

(U//FOUO) [REDACTED]
FOIA Case Officer, DC34
Ops2B 2B6118 - STE6246
963-5827/301-688-6527

[REDACTED] (CIV-NSA) S3C1]
Classification: [REDACTED] (CIV-NSA) S3C1]
UNCLASSIFIED//FOR OFFICIAL USE ONLY

Classification: [REDACTED] **UNCLASSIFIED//FOR OFFICIAL USE ONLY**

Classification: [REDACTED] **UNCLASSIFIED//FOR OFFICIAL USE ONLY**

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

[redacted] **CIV-NSA) DJ4** (b)(3)-P.L. 86-36

From: [redacted] (CIV-NSA) DA322
Sent: Tuesday, May 01, 2007 1:56 PM
To: [redacted] (CIV-NSA) DJ4
Cc: [redacted] (CIV-NSA)DA31 [redacted] (CIV-NSA) DA353
Subject: RE: (U) FOIA CASE #51897

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

This contract is in my old office, DA353...
 Andy, can you help them on this?
 Thanks,

Mark

=====

(U//FOUO) [redacted]
 Contracting Officer
 Ch/DA322, SAB1 Room S1CE20
 Suite 6604
 866-8321 301-688-7292
 =====

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

From: [redacted] (CIV-NSA) DJ4
Sent: Tuesday, May 01, 2007 8:11 AM
To: [redacted]
Cc: [redacted] (CIV-NSA)DA31
Subject: RE: (U) FOIA CASE #51897

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Mark,

Please provide a response by 3 May 2007. Thanks!

(U//FOUO) [redacted]
 FOIA Case Officer, DJ41
 Ops2B - 2B8118 - STE6248
 963-5827/301-688-6527

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

From: [redacted] (CIV-NSA) DJ4
Sent: Friday, April 27, 2007 9:58 AM
To: [redacted] (CIV-NSA) DA322
Cc: [redacted] (CIV-NSA) DJ4
Subject: (U) FOIA CASE #51897

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Hello Mark,

I have a question about contract MDA90403C1396:

is the "search appliances" that the contract is speaking about the Google search technology (i.e., Software) that we have on our INTERNAL computers here at NSA?

Thanks!
 (U//FOUO) [redacted]
 FOIA Case Officer, DJ41

DOCID: 3419018

Ops25 - 2B8118 - STE6248
963-5827/301-688-6527

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

[redacted] (CIV-NSA) DJ4

(b)(3)-P.L. 86-36

From: [redacted] (CIV-NSA) DA353
Sent: Thursday, May 03, 2007 3:25 PM
To: [redacted] (CIV-NSA) DJ4
Cc: [redacted] (CIV-NSA) DA31; [redacted] (CIV-NSA) X131
Subject: RE: (U) FOIA CASE #51897

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Betty,

Under contract H98230-03-C-1396 the "search appliances" that the contract states, the Google search technology (i.e., Software) is not on our INTERNAL computers here at NSA.

If you have any questions or need additional information please e-mail [redacted] and me.

Thanks,
Andy

[redacted]
DA353
992-4948

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

From: [redacted] (CIV-NSA) DA322
Sent: Tuesday, May 01, 2007 1:56 PM
To: [redacted] (CIV-NSA) DJ4
Cc: [redacted] (CIV-NSA) DA31; [redacted] (CIV-NSA) DA353
Subject: RE: (U) FOIA CASE #51897

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

This contract is in my old office, DA353...
Andy, can you help them on this?
Thanks,

Mark

=====

(U//FOUO)

Contracting Officer
Ch/DA322, SAB1 Room S1CE20
Suite 6604
986-8321 301-888-7292

=====

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

From: [redacted] (CIV-NSA) DJ4
Sent: Tuesday, May 01, 2007 8:11 AM
To: [redacted]
Cc: [redacted] (CIV-NSA) DA31
Subject: RE: (U) FOIA CASE #51897

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Mark,

Please provide a response by 3 May 2007. Thanks!

(U//FOUO) [redacted]

FOIA Case Officer, DJ41
Ops2B - 2B8118 - STE6248
963-5827/301-688-6527

-----Original Message-----
From: [REDACTED] (CIV-NSA) DJ4
Sent: Friday, April 27, 2007 9:58 AM
To: [REDACTED] (CIV-NSA) DAS22
Cc: [REDACTED] (CIV-NSA) DJ4
Subject: (U) FOIA CASE #51897

(b)(3)-P.L. 86-36

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Hello Mark,

I have a question about contract MDA90403C1398:

is the "search appliances" that the contract is speaking about the Google search technology (i.e., Software) that we have on our INTERNAL computers here at NSA?

Thanks!

(U//FOUO) [REDACTED]

FOIA Case Officer, DJ41
Ops2B - 2B8118 - STE6248
963-5827/301-688-6527

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

[REDACTED] (CIV-NSA) DJ4

(b) (3) - P.L. 86-36

From: Stupar, Marianne G (CIV-NSA) DJ4

Sent: Wednesday, June 06, 2007 2:28 PM

To: [REDACTED] (CIV-NSA) DJ4

Subject: (U) Phone Message

Signed By: mgstupa@nsa.ic.gov

Importance: High

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

Betty,

Shana Stanton called today about this case. Cole took the message and sent it to me by mistake, but it relates to your Google contract case. Her phone number is 650-253-1037

(U) *Marianne*

Marianne G. Stupar

DJ41

Freedom of Information Act/Privacy Act Office

Ops 288118, Suite 6248 mgstupa@nsa

963-5827s, 301-688-6527 (U)

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

6/7/2007

(CIV-NSA) DJ4

(b) (3) - P.L. 86-36

From: Stupar, Marianne G (CIV-NSA) DJ4**Sent:** Wednesday, June 06, 2007 2:46 PM**To:** (CIV-NSA) DJ4**Subject:** (U) Google case - again**Signed By:** mgstupa@nsa.ic.gov**Classification:** UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

Betty,

That Shana Stanton called back and I spoke with her. She was just checking to see if she had all the right pages and all in the right order. So I don't believe you'll need to call her back. She said she'd be faxing it and then express mailing the hard copies.

(U) *Marianne*Marianne G. Stupar

DJ41

Freedom of Information Act/Privacy Act Office

Ops 2B8118, Suite 6248 mgstupa@nsa

963-5827s, 301-688-6527 (U)

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

6/7/2007

[REDACTED] (CIV-NSA) DJ4

(b) (3) - P.L. 86-36

From: Stupar, Marianne G (CIV-NSA) DJ4

Sent: Thursday, June 07, 2007 9:05 AM

To: [REDACTED] (CIV-NSA) DJ4

Subject: (U) Google contract case

Signed By: mgstupa@nsa.ic.gov

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

Betty,

the CPC just called. Shana Stanton's b4 justifications were faxed to the CPC but only 15 of 33 pages came in. Can you please contact her to send the package again? Judy from CPC is sending the docs over in the red bag to you.

thanks

(U) *Marianne*

Marianne G. Stupar

DJ41

Freedom of Information Act/Privacy Act Office

Ops 2B8118, Suite 6248 mgstupa@nsa

963-5827s, 301-688-6527 (U)

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

6/7/2007

Google

FACSIMILE TRANSMITTAL SHEET

TO: MARIANNE STUPER

FROM: SHANA STANTON

COMPANY:

National Security Agency

FOIA Office (DJ4)

DATE: JUNE 6, 2007

FAX NUMBER:

443-479-3612

NUMBER OF PAGES INCLUDING COVER:

33

PHONE NUMBER:

RE: FOIA CASE 51997

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

NOTICE: This communication may contain privileged or other confidential information. If you have received it in error, please notify the sender by telephone and immediately destroy the document and any attachments without copying or disclosing the contents. Thank you.

IF THERE ARE ANY ERRORS REGARDING DELIVERY OF THIS FAX, PLEASE CONTACT:

Google Inc.
1600 Amphitheatre Parkway
Mountain View, CA 94043



Main 650 253.0000
Fax 650 253.0001
www.google.com

stanton@google.com
DD: (650) 253-1037

June 6, 2007

FOIA CONFIDENTIAL TREATMENT REQUEST

VIA FAX & FEDERAL EXPRESS
FAX: 443-479-3612

National Security Agency
FOIA Office (DJ4)
9800 Savage Road Suite 6248
Ft. George G. Meade, MD 20755-6248
Attn: Marianne Stuper

Re: FOIA Case 51897

Dear Ms. Stuper:

I write on behalf of Google Inc. ("Google") in response to your letter dated May 15, 2007, which Google received on or about May 30th. I understand from speaking to you that the date by which the NSA requires a response is actually today, June 6.

Pursuant to the Freedom of Information Act, 5 U.S.C. § 552, Google Inc. ("Google") hereby claims confidential treatment for certain information contained in the documents that NSA enclosed in its May 15th letter. Per the NSA's instructions, Google has bracketed the information for which it claims exemption from disclosure under 5 U.S.C. § 552(b)(4). Copies of the documents, with proposed redactions in red brackets, are enclosed herein.

Google hereby respectfully requests that the NSA redact all bracketed information from the documents that it produces in response to the November 2006 FOIA request. The bracketed information relates to and concerns confidential financial and commercial matters. Specifically, information regarding pricing, banking and internal corporate structure is commercially sensitive. Disclosure of that information will cause Google competitive harm.



Freedom of Information Act Officer
June 6, 2007
Page 2

If you have any questions or concerns regarding the proposed redactions, please contact me directly at the number or email above. If the NSA intends to produce these documents without all of the proposed redactions, Google respectfully requests an opportunity to discuss any issues in advance of production.

Very truly yours,


Google Inc.

Shana N. Stanton

I hereby acknowledge receipt of the above request for confidential treatment.

Dated: _____

By: _____

Title: _____

Google Inc.
1600 Amphitheatre Parkway
Mountain View, CA 94043



Main 650 253.0000
Fax 650 253.0001
www.google.com

sstanton@google.com
DD: (650) 253-1037

June 6, 2007

FOIA CONFIDENTIAL TREATMENT REQUEST

VIA FAX & FEDERAL EXPRESS
FAX: 443-479-3612

National Security Agency
FOIA Office (DJ4)
9800 Savage Road Suite 6248
Ft. George G. Meade, MD 20755-6248
Attn: Marianne Stuper

Re: FOIA Case 51897

Dear Ms. Stuper:

I write on behalf of Google Inc. ("Google") in response to your letter dated May 15, 2007, which Google received on or about May 30th. I understand from speaking to you that the date by which the NSA requires a response is actually today, June 6.

Pursuant to the Freedom of Information Act, 5 U.S.C. § 552, Google Inc. ("Google") hereby claims confidential treatment for certain information contained in the documents that NSA enclosed in its May 15th letter. Per the NSA's instructions, Google has bracketed the information for which it claims exemption from disclosure under 5 U.S.C. § 552(b)(4). Copies of the documents, with proposed redactions in red brackets, are enclosed herein.

Google hereby respectfully requests that the NSA redact all bracketed information from the documents that it produces in response to the November 2006 FOIA request. The bracketed information relates to and concerns confidential financial and commercial matters. Specifically, information regarding pricing, banking and internal corporate structure is commercially sensitive. Disclosure of that information will cause Google competitive harm.



Freedom of Information Act Officer
June 6, 2007
Page 2

If you have any questions or concerns regarding the proposed redactions, please contact me directly at the number or email above. If the NSA intends to produce these documents without all of the proposed redactions, Google respectfully requests an opportunity to discuss any issues in advance of production.

Very truly yours,


Google Inc.

Shana N. Stanton

I hereby acknowledge receipt of the above request for confidential treatment.

Dated: _____

By: _____

Title: _____

▶▶▶ Pull to open

Pull to open ◀◀◀

**CONTROLLED
MAIL**

From: **Google Inc.**
 Monica Pearson
 GOOGLE INC
 1600 AMPHITHEATRE PKWY # 41
 SOUTHERN VIEW, CA 94063



Actual Wt: 1.18
 System: 50076573580763
 Barcode: 9 22036 1351



Delivery Address Bar C

SHIP TO: (402) 470 3812 **BILL BENDER**
National Security Agency
Marianna Shaper
FOIA Office (UJ4)
9800 Savage Road Suite 6248
Ft. George G. Meade, MD 20755



PRIORITY OVERNIGHT

TRK# 7353 2196 6720

FORM 521

BWI

THU
 Delivery by
 07 JUN 07

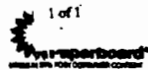
20755 -MD-US

XH ADWA



Insert
 airbill
 here
 ▼

6/6/2007 3:42 PM



Go to fedex.com, or call 1.800.GoFedEx 1.800.463.3339 for U.S. domestic shipments, 1.800.247.4747 for international shipments. Call your local FedEx office if you are outside the U.S.
 © 2006 FedEx 1554767156476 REV 0405 107

[REDACTED] (CIV-NSA) DJ4 (b) (3) - P.L. 86-36

From: [REDACTED] (CIV-NSA) D,OGC
Sent: Wednesday, June 27, 2007 9:47 AM
To: [REDACTED] (CIV-NSA) D,OGC
Cc: [REDACTED] (CIV-NSA) DJ4
Subject: RE: (U) FOIA CASE #51897
Signed By: [REDACTED] @nsa.ic.gov

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Mike,

I received the documents and will review them.

[REDACTED]

*Office of General Counsel
Acquisition and Logistics
977-7147s, (301)688-6541*

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

From: [REDACTED] (CIV-NSA) DJ4
Sent: Wednesday, June 27, 2007 8:47 AM
To: [REDACTED] (CIV-NSA) D,OGC [REDACTED] (CIV-NSA) D,OGC
Cc: [REDACTED] (CIV-NSA) DJ4
Subject: (U) FOIA CASE #51897

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

GOOD Morning Mike/Zach,

Ref contract H98230-03-C-1396, a requester would like all documents related to Google, the Internet search engine based in Mountain View, California. The period covered by the request is from 1 Jan 03 to present. Shana Stanton from Google would like for NSA to redact all bracketed information from the documents that it produces in response to FOIA request #51897. The bracketed information pertains to and concerns confidential financial and commercial matters. Specifically, information regarding pricing, banking and internal corporate structure is commercially sensitive. Disclosure of that information will cause Google competitive harm.

I faxed all of the ref documents (30pgs total) to 301-688-6052. Thanks!

(U//FOUO) [REDACTED]
FOIA Case Officer, DJ41
Ops2B - 2B8118 - STE6248
963-5827/301-688-6527

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

6/28/2007

[REDACTED] (b) (3) - P.L. 86-36
(CIV-NSA) DJ4

From: [REDACTED] (CIV-NSA) D,OGC
Sent: Monday, July 02, 2007 1:59 PM
To: [REDACTED] (CIV-NSA) DJ4 [REDACTED] (CIV-NSA) D,OGC
Cc: [REDACTED] (CIV-NSA) D,OGC
Subject: RE: (U) FOIA CASE #51897--Google
Signed By: [REDACTED] @nsa.ic.gov

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

Attorney-Work Product -- Do Not Release Absent GC Approval

Attorney-Client Privileged Communication -- Government Personnel Only

Betty,

I have reviewed this FOIA request. Please note:

b) (5)

7/3/2007

(b) (5)

I hope this answers all of your questions. Please feel free to give me a call if you have any other questions or concerns.

[REDACTED]
*Office of General Counsel
Acquisition and Logistics
977-7147s, (301)688-6541*

(b) (3) - P.L. 86-36

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

From: [REDACTED] (CIV-NSA) DJ4
Sent: Wednesday, June 27, 2007 8:47 AM
To: [REDACTED] (CIV-NSA) D,OGC; [REDACTED] (CIV-NSA) D,OGC
Cc: [REDACTED] (CIV-NSA) DJ4
Subject: (U) FOIA CASE #51897

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

GOOD Morning Mike/Zach,

Ref contract H98230-03-C-1396, a requester would like all documents related to Google, the Internet search engine based in Mountain View, California. The period covered by the request is from 1 Jan 03 to present. Shana Stanton from Google would like for NSA to redact all bracketed information from the documents that it produces in response to FOIA request #51897. The bracketed information pertains to and concerns confidential financial and commercial matters. Specifically, information regarding pricing, banking and internal corporate structure is commercially sensitive. Disclosure of that information will cause Google competitive harm.

I faxed all of the ref documents (30pgs total) to 301-688-6052. Thanks!

7/3/2007

(U//FOUO)

FOIA Case Officer, DJ41

Ops2B - 2B8118 - STE6248

963-6827/301-688-6527

(b) (3) - P.L. 86-36

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

7/3/2007

[REDACTED] CIV-NSA) DJ4

(b) (3)-P.L. 86-36

From: [REDACTED] CIV-NSA) DA353
 Sent: Tuesday, July 31, 2007 8:20 PM
 To: [REDACTED] (CIV-NSA) DJ4
 Cc: [REDACTED] (CIV-NSA) DA31
 Subject: RE: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Betty,

This contract was a sole source contract to Google of Mountain View, California. There were three line items on the contract. The following information is provided:

Contract Line Item 0001 - Google Search Appliance GB-8008 which is normally sold through resellers under GSA contract pricing to the federal government/

(b) (4)

Contract Line Item 0002 - Hardware Replacement Option (2 years)/

(b) (4)

Contract Line Item 0003 - Google Professional Services was a standard commercial hourly rate available to the general public.

Andy

DA353
 992-4948

(b) (3)-P.L. 86-36

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

From: [REDACTED] (CIV-NSA) DJ4
 Sent: Monday, July 30, 2007 1:45 PM
 To: [REDACTED] (CIV-NSA) DA353
 Cc: [REDACTED] (CIV-NSA) DA31; [REDACTED] (CIV-NSA) DA322; [REDACTED] (CIV-NSA) DJ4
 Subject: RE: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Andrew,

Do you know how soon you'll be able to provide an answer? Thanks!

(U//FOUO) [REDACTED]
 FOIA Case Officer, DJ41
 Ops2B - 2B8118 - STE6248
 963-5827/301-688-6527

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

From: [REDACTED] (CIV-NSA) DJ4
 Sent: Friday, July 27, 2007 11:43 AM
 To: [REDACTED] (CIV-NSA) DA353
 Cc: [REDACTED] (CIV-NSA) DA31; [REDACTED] (CIV-NSA) DA322; [REDACTED] (CIV-NSA) DJ4
 Subject: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Hello Andrew,

I'm in the process of closing the subject FOIA case.

I'd like to know if the below were negotiated/developed for the contract with GOOGLE. In other words, were the prices only submitted by GOOGLE as a negotiating strategy or are the prices available to the general public?

List Prices
Appliance Fees Per Unit
Prices/quantity for Supplies/Services

Thanks!

(U//FOUO) [REDACTED]
FOIA Case Officer, DJ41
Ops2B - 2B8118 - STE6248
963-5827/301-688-6527

(b) (3) - P.L. 86-36

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

[REDACTED] CIV-NSA) DJ4

From: Stupar, Marianne G (CIV-NSA) DJ4
Sent: Friday, August 24, 2007 2:31 PM
To: [REDACTED] (CIV-NSA) DJ4
Subject: FW: (U) Kopytoff case for the Google contract documents
Signed By: mgstupa@nsa.ic.gov

(b) (3) - P.L. 86-36

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

Betty,

Ms. Stanton called back today. She has checked with her people on this issue and they say that the item no. 3 and its price ARE negotiated and not the publicly available rates. She asked if we could check with our atty again and I said it wasn't the atty but the COR who told us this item was a public rate. So I assured her that we would double check with our COR person and get back to her.

I have not added this to comments yet.

(U) *Marianne*
Marianne G. Stupar
DJ41

Freedom of Information Act/Privacy Act Office
Ops 288118, Suite 6248 mgstupa@nsa
963-5827s, 301-688-6527 (U)

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

From: Stupar, Marianne G (CIV-NSA) DJ4
Sent: Thursday, August 23, 2007 2:57 PM
To: [REDACTED] (CIV-NSA) DJ4
Subject: (U) Kopytoff case for the Google contract documents

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

Betty,

this is an entry I made in your Google Contract case. Please let me know if you have any questions or comments. Ms. Stanton may be getting back to me before you get back from leave anyway and I may send you an update to this. But in the meantime, please don't mail out the final docs to your requester yet. thanks!!

(U) Ms. Stanton of Google called and she was a bit worried that the docs were already released. Again, the mail was slow and they only just got these docs and the ten days are already up. I informed her they have not been made public to the FOIA Requester yet. She wanted an explanation of why we didn't protect various things. For the Google employee names, I explained that we can't protect them because there is no law that allows us to. As for Item No. 0003 in the contract, I explained that our COR said that that rate was a publicly available rate and not a negotiated rate and that's why it does not qualify for b4 protection.

9/4/2007

She would like a chance to look into this and respond to me again. So, do not send docs to requester yet

(U) *Marianne*

Marianne G. Stupar

DJ41

Freedom of Information Act/Privacy Act Office

Ops 2B8118, Suite 6248 mgstupa@nsa

963-5827s, 301-688-6527 (U)

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

9/4/2007

[REDACTED] CIV-NSA) DJ4

From: [REDACTED] (CIV-NSA) DA353
Sent: Monday, September 10, 2007 8:46 AM
To: [REDACTED] (CIV-NSA) DJ4; [REDACTED] (CIV-NSA) DA353
Cc: [REDACTED] (CIV-NSA) DA35
Subject: RE: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Importance: High

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

Betty - Andy works the late shift and arrives at 10:00. I will ask Andy to answer you when he gets in.

Andy - Recall that I have a new Google PR to work for this customer and I'd like to know what the FOIA complaint is all about before I solicit.

Kathy

[REDACTED]
Office of Contracting, DA353
992-4940(s) / 240-373-4940
NBP1, 8A47, SUITE 6652

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

From: [REDACTED] (CIV-NSA) DA35
Sent: Monday, September 10, 2007 8:22 AM
To: [REDACTED] (CIV-NSA) DA353
Subject: FW: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

(b) (3) - P.L. 86-36

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

Kathy can you look into this question and let me know what you find out. I believe you may have the contract with Andy.

Thanks,

[REDACTED]
Chief, DA35, IT Enterprise Contracting Office
992-4907, 301 688-9628
fax unclassified 301 688-9705
NBP-1 Suite 6652

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

From: [REDACTED] (CIV-NSA) DA31
Sent: Monday, September 10, 2007 7:16 AM
To: [REDACTED] (CIV-NSA) DA35
Cc: [REDACTED] (CIV-NSA) DA31
Subject: FW: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

Joe -- Can you make sure that Andy gets back to [REDACTED] in FOIA today, she really needs an answer on this FOIA by today.

[REDACTED]
MACRO Program Manager
977-7864/Sab 4/S4229

Ste 6623

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

From: [REDACTED] (CIV-NSA) DJ4
 Sent: Thursday, September 06, 2007 2:03 PM
 To: [REDACTED] (CIV-NSA) DA353
 Cc: [REDACTED] (CIV-NSA) DA31, [REDACTED] (CIV-NSA) DJ4
 Subject: RE: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Hi Andrew,

How soon will you be able to provide me with an answer? I have to respond to the requester by 10 Sep 07. Thanks!

(U//FOUO) [REDACTED]
 FOIA Case Officer, DJ41
 Ops2B - 2B8118 - STE6248
 963-5827/301-688-6527

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

From: [REDACTED] (CIV-NSA) DJ4
 Sent: Tuesday, September 04, 2007 7:17 AM
 To: [REDACTED] (CIV-NSA) DA353
 Cc: [REDACTED] (CIV-NSA) DA31, [REDACTED] (CIV-NSA) DJ4
 Subject: RE: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

(b) (3) - P.L. 86-36

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

GOOD Morning Andrew,

In ref to Contract Line Item 0003, GOOGLE said that the hourly rate was negotiated and NOT available to the general public.

Please double check then get back to me soonest. Thanks!

(U//FOUO) [REDACTED]
 FOIA Case Officer, DJ41
 Ops2B - 2B8118 - STE6248
 963-5827/301-688-6527

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

From: [REDACTED] (CIV-NSA) DA353
 Sent: Tuesday, July 31, 2007 6:20 PM
 To: [REDACTED] (CIV-NSA) DJ4
 Cc: [REDACTED] (CIV-NSA) DA31
 Subject: RE: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Betty,

This contract was a sole source contract to Google of Mountain View, California. There were three line items on the contract. The following information is provided:

Contract Line Item 0001 - Google Search Appliance GB-8008 which is normally sold through resellers under GSA contract pricing to the federal government.

(b) (4)

Contract Line Item 0002 - Hardware Replacement Option (2 years)

(b) (4)

[REDACTED]

(b) (4)

Contract Line Item 0003 - Google Professional Services was a standard commercial hourly rate available to the general public.

Andy

[REDACTED]

(b) (3) - P.L. 86-36

DA353

992-4948

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

From: [REDACTED] (NSA) DJ4
 Sent: Monday, July 30, 2007 1:45 PM
 To: [REDACTED] (CIV-NSA) DA353
 Cc: [REDACTED] (CIV-NSA) DA31; [REDACTED] (CIV-NSA) DA322; [REDACTED] (CIV-NSA) DJ4
 Subject: RE: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Andrew,

Do you know how soon you'll be able to provide an answer? Thanks!

(U//FOUO) [REDACTED]
 FOIA Case Officer, DJ41
 Ops2B - 2B8118 - STE6248
 963-5827/301-688-6527

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

From: [REDACTED] DJ4
 Sent: Friday, July 27, 2007 11:43 AM
 To: [REDACTED] (CIV-NSA) DA353
 Cc: [REDACTED] (CIV-NSA) DA31; [REDACTED] (CIV-NSA) DA322; [REDACTED] (CIV-NSA) DJ4
 Subject: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Hello Andrew,

I'm in the process of closing the subject FOIA case.

I'd like to know if the below were negotiated/developed for the contract with GOOGLE. In other words, were the prices only submitted by GOOGLE as a negotiating strategy or are the prices available to the general public?

List Prices
 Appliance Fees Per Unit
 Prices/quantity for Supplies/Services

Thanks!

(U//FOUO) [REDACTED]
 FOIA Case Officer, DJ41
 Ops2B - 2B8118 - STE6248
 963-5827/301-688-6527

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

[redacted] (CIV-NSA) DJ4

(b) (3) - P.L. 86-36

From: [redacted] (CIV-NSA) DA353
Sent: Tuesday, September 11, 2007 8:15 PM
To: [redacted] (CIV-NSA) D, OGC
Cc: [redacted] (CIV-NSA) DJ4; [redacted] (CIV-NSA) DA31; [redacted]
Subject: [redacted] (CIV-NSA) DA35
FW: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Zach.

Please see the e-mail string [redacted]

[redacted] b)

[redacted] (b) (5)

Thanks in advance for any comments and/or guidance. If you need additional information please e-mail me or call.

Andy

[redacted]
DA353
992-4948

(b) (3) - P.L. 86-36

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

From: [redacted] (CIV-NSA) DA31
Sent: Tuesday, September 11, 2007 5:34 AM
To: [redacted] (CIV-NSA) DA353; [redacted] (CIV-NSA) DA35
Subject: FW: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Did this get answered for the FOIA office? I never heard back anything.

[redacted]
MACRO Program Manager
977-7864/Sab 4/S4229
Ste 6623

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

From: [REDACTED] (CIV-NSA)DA31
Sent: Monday, September 10, 2007 7:16 AM
To: [REDACTED] (CIV-NSA) DA35
Cc: [REDACTED] (CIV-NSA)DA31
Subject: FW: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Joe -- Can you make sure that Andy gets back to [REDACTED] in FOIA today, she really needs an answer on this FOIA by today.

[REDACTED]
MACRO Program Manager
977-7864/Sab 4/S4229
Ste 6623

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

From: [REDACTED] (CIV-NSA) DJ4
Sent: Thursday, September 06, 2007 2:03 PM
To: [REDACTED] (CIV-NSA) DA353
Cc: [REDACTED] (CIV-NSA)DA31; [REDACTED] (CIV-NSA) DJ4
Subject: RE: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Hi Andrew,

How soon will you be able to provide me with an answer? I have to respond to the requester by 10 Sep 07. Thanks!

(U//FOUO) [REDACTED]
FOIA Case Officer, DJ41
Ops2B - 2B8118 - STE6248
963-5827/301-688-6527

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

From: [REDACTED] (CIV-NSA) DJ4
Sent: Tuesday, September 04, 2007 7:17 AM
To: [REDACTED] (CIV-NSA) DA353
Cc: [REDACTED] (CIV-NSA)DA31; [REDACTED] (CIV-NSA) DJ4
Subject: RE: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

(b) (3) - P.L. 86-36

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

GOOD Morning Andrew,

In ref to Contract Line Item 0003, GOOGLE said that the hourly rate was negotiated and NOT available to the general public.

Please double check then get back to me soonest. Thanks!

(U//FOUO) [REDACTED]
FOIA Case Officer, DJ41
Ops2B - 2B8118 - STE6248
963-5827/301-688-6527

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

From: [REDACTED] (CIV-NSA) DA353
Sent: Tuesday, July 31, 2007 6:20 PM
To: [REDACTED] (CIV-NSA) DJ4
Cc: [REDACTED] (CIV-NSA)DA31
Subject: RE: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Betty,

This contract was a sole source contract to Google of Mountain View, California. There were three line items on the contract. The following information is provided:

Contract Line Item 0001 - Google Search Appliance GB-8008 which is normally sold through resellers under GSA contract pricing to the federal government.

Contract Line Item 0002 - Hardware Replacement Option (2 years)

Contract Line Item 0003 - Google Professional Services was a standard commercial hourly rate available to the general public.

Andy

DA353
992-4948

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

From: [redacted] (CIV-NSA) DJ4
Sent: Monday, July 30, 2007 1:45 PM
To: [redacted] (CIV-NSA) DA353
Cc: [redacted] (CIV-NSA) DA31; [redacted] (CIV-NSA) DA322; [redacted] (CIV-NSA) DJ4
Subject: RE: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

Andrew,

Do you know how soon you'll be able to provide an answer? Thanks!

(U//~~FOUO~~) [redacted]
FOIA Case Officer, DJ41
Ops2B - 2B8118 - STE6248
963-5827/301-688-6527

(b) (3) - P.L. 86-36

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

From: [redacted] (CIV-NSA) DJ4
Sent: Friday, July 27, 2007 11:43 AM
To: [redacted] (CIV-NSA) DA353
Cc: [redacted] (CIV-NSA) DA31; [redacted] (CIV-NSA) DA322; [redacted] (CIV-NSA) DJ4
Subject: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

Hello Andrew,

I'm in the process of closing the subject FOIA case.

I'd like to know if the below were negotiated/developed for the contract with GOOGLE. In other words, were the prices only submitted by GOOGLE as a negotiating strategy or are the prices available to the general public?

List Prices
Appliance Fees Per Unit
Prices/quantity for Supplies/Services

Thanks!

(U//FOUO)
FOIA Case Officer, DJ41
Ops2B - 2B8118 - STE6248
963-5827/301-688-6527

(b) (3) - P.L. 86-36

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

[REDACTED] (CIV-NSA) DJ4

From: [REDACTED] (CIV-NSA) DA353
Sent: Thursday, September 13, 2007 6:59 PM
To: [REDACTED] (CIV-NSA) DJ4
Cc: [REDACTED] (CIV-NSA) DA31
Subject: FW: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Betty,

I concur with Zach's opinion that [REDACTED]

(b) (5)

Andy

[REDACTED]
DA353
992-4948

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

From: [REDACTED] (CIV-NSA) D,OGC
Sent: Wednesday, September 12, 2007 6:19 PM
To: [REDACTED] (CIV-NSA) DA353
Cc: [REDACTED] (CIV-NSA) DJ4; [REDACTED] (CIV-NSA) DA31; [REDACTED] (CIV-NSA) DA35;
[REDACTED] (CIV-NSA) D,OGC; [REDACTED] (CIV-NSA) D,OGC
Subject: RE: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Attorney-Work Product -- Do Not Release Absent GC Approval
Attorney-Client Privileged Communication -- Government Personnel Only

Andy,

(b) (5)

I hope this answers your question, but please feel free to give me a call if you have further questions/concerns.

Thanks.

[REDACTED] (b) (3) - P.L. 86-36

Office of General Counsel
Acquisition and Logistics
977-7147s, (301)688-6541

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

From: [redacted] (CIV-NSA) DA353
Sent: Tuesday, September 11, 2007 8:15 PM
To: [redacted] (CIV-NSA) D.OGC
Cc: [redacted] (CIV-NSA) DJ4; [redacted] (CIV-NSA) DA31; [redacted] (CIV-NSA) DA35
Subject: FW: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396) (b) (3)-P.L. 86-36

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Zach.

[redacted] 5)

[redacted] (b) (5)

Thanks in advance for any comments and/or guidance. If you need additional information please e-mail me or call.

Andy

[redacted]
DA353
992-4948

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

From: [redacted] (CIV-NSA) DA31
Sent: Tuesday, September 11, 2007 5:34 AM
To: [redacted] (CIV-NSA) DA353; [redacted] (CIV-NSA) DA35
Subject: FW: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Did this get answered for the FOIA office? I never heard back anything.

[redacted]
MACRO Program Manager
977-7864/Sab 4/S4229
Ste 6623

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

From: [redacted] (CIV-NSA) DA31
Sent: Monday, September 10, 2007 7:16 AM
To: [redacted] (CIV-NSA) DA35
Cc: [redacted] (CIV-NSA) DA31
Subject: FW: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Joe -- Can you make sure that Andy gets back to [REDACTED] in FOIA today, she really needs an answer on this FOIA by today.

[REDACTED]
MACRO Program Manager
977-7864/Sab 4/S4229
Ste 6623

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

From: [REDACTED] (CIV-NSA) DJ4
Sent: Thursday, September 06, 2007 2:03 PM
To: [REDACTED] (CIV-NSA) DA353
Cc: [REDACTED] (CIV-NSA) DA311 [REDACTED] (CIV-NSA) DJ4
Subject: RE: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

(b) (3) - P.L. 86-36

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Hi Andrew,

How soon will you be able to provide me with an answer? I have to respond to the requester by 10 Sep 07. Thanks!

(U//FOUO) [REDACTED]
FOIA Case Officer, DJ41
Ops2B - 2B8118 - STE6248
963-5827/301-688-6527

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

From: [REDACTED] (CIV-NSA) DJ4
Sent: Tuesday, September 04, 2007 7:17 AM
To: [REDACTED] (CIV-NSA) DA353
Cc: [REDACTED] (CIV-NSA) DA311 [REDACTED] (CIV-NSA) DJ4
Subject: RE: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

GOOD Morning Andrew,

In ref to Contract Line Item 0003, GOOGLE said that the hourly rate was negotiated and NOT available to the general public.

Please double check then get back to me soonest. Thanks!

(U//FOUO) [REDACTED]
FOIA Case Officer, DJ41
Ops2B - 2B8118 - STE6248
963-5827/301-688-6527

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

From: [REDACTED] (CIV-NSA) DA353
Sent: Tuesday, July 31, 2007 6:20 PM
To: [REDACTED] (CIV-NSA) DJ4
Cc: [REDACTED] (CIV-NSA) DA311
Subject: RE: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Betty,

This contract was a sole source contract to Google of Mountain View, California. There were three

line items on the contract. The following information is provided:

Contract Line Item 0001 - Google Search Appliance GB-8008 which is normally sold through resellers under GSA contract pricing to the federal government.

(b) (4)

Contract Line Item 0002 - Hardware Replacement Option (2 years)

(b) (4)

Contract Line Item 0003 - Google Professional Services was a standard commercial hourly rate available to the general public.

Andy

DA353
992-4948

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

From: [redacted] (CIV-NSA) DJ4
Sent: Monday, July 30, 2007 1:45 PM
To: [redacted] (CIV-NSA) DA353
Cc: [redacted] (CIV-NSA) DA31; [redacted] (CIV-NSA) DA322; [redacted] (CIV-NSA) DJ4
Subject: RE: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

(b) (3) - P.L. 86-36

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Andrew,

Do you know how soon you'll be able to provide an answer? Thanks!

(U//FOUO) [redacted]
FOIA Case Officer, DJ41
Ops2B - 2B8118 - STE6248
963-5827/301-688-6527

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

From: [redacted] (CIV-NSA) DJ4
Sent: Friday, July 27, 2007 11:43 AM
To: [redacted] (CIV-NSA) DA353
Cc: [redacted] (CIV-NSA) DA31; [redacted] (CIV-NSA) DA322; [redacted] (CIV-NSA) DJ4
Subject: (U) FOIA CASE # 51897 (CONTRACT MDA9904-03-C-1396)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Hello Andrew,

I'm in the process of closing the subject FOIA case.

I'd like to know if the below were negotiated/developed for the contract with GOOGLE. In other words, were the prices only submitted by GOOGLE as a negotiating strategy or are the prices available to the general public?

List Prices
Appliance Fees Per Unit
Prices/quantity for Supplies/Services

Thanks!

(U//FOUO) [REDACTED]
FOIA Case Officer, DJ41
Ops2B - 2B8118 - STE6248
963-5827/301-688-6527

(b) (3) - P.L. 86-36

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

UNITED STATES GOVERNMENT

memorandum

FOIA Case: 51897

DATE: 13 December 2006

REPLY TO

ATTN OF: DC34

SUBJECT: (U) ESTIMATE OF SEARCH COSTS FOR FREEDOM OF INFORMATION ACT (FOIA) REQUEST - **ACTION MEMORANDUM**

TO: DA3

1. (U) Please conduct a thorough search for *all documents between January 1 2003 to the present that relate to Google, the Internet search engine based in Mountain View, California. The search should include but not be limited to contracts, specifications, email, fax and postal service related to Google as a vendor, adviser or consultant to the National Security Agency* and provide copies of the material to DC34. Do not forward originals. Please note that your searches must include holdings in both your office and your office's records stored at the SAB 2 Records Center.

2. (U) In order for the Director of Policy to meet the time constraints imposed by law, please complete and return the attached forms, a DD2086 (FRAMEMAKER) and your search results, to DC34 by **28 December 2006**.

3. (U) If the search cannot be completed within the allotted time frame, please notify the Chief, DC34, Pamela Phillips (pnphill@nsa) via e-mail or phone of the reasons for the delay and the expected date of completion.

(U//FOUO)

FOIA CASE OFFICER

DC34, 963-5827

bdbrown@nsa

(b) (3) - P.L. 86-36

Encls:

a/s

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//FOR OFFICIAL USE ONLY

FOIA Case: 51897

When responding, please complete ALL applicable blanks below.

1. NO RECORDS/NO SEARCH:

____ I reasonably believe that my organization does not have records in our office files or in the Records Center that are responsive to the request. Therefore, I have not conducted a search and am not providing a search estimate.

2. SEARCH/NO RECORDS FOUND (cost under \$25):

____ No responsive records were found in our files or in the Records Center, and our search cost was under \$25.00. **PLEASE COMPLETE DD FORM 2086.**

3. SEARCH/RECORDS FOUND (cost under \$25):

____ Responsive records are attached. The search cost was under \$25.00. **PLEASE COMPLETE DD FORM 2086.**

4. MUST SEARCH TO DETERMINE IF RESPONSIVE RECORDS EXIST:

____ A search is required to determine if any responsive records exist. My search costs are estimated on pages 2-3. (Note: if your search cost estimate exceeds \$25.00, **DO NOT SEARCH** for the information at this time).

(U//~~FOUO~~) _____
Signature/Office/Secure Phone/Date

UNCLASSIFIED//FOR OFFICIAL USE ONLY

UNCLASSIFIED//FOR OFFICIAL USE ONLY

FOIA Case: 51897

ESTIMATED SEARCH AND/OR REVIEW COSTS

a. (U) List the various organizational elements which contributed to your evaluation:

b. (U) Briefly describe the types of records that may be responsive (e.g., correspondence, intelligence reports, etc.):

c. (U) Indicate the **NUMBER OF FILES** which would have to be searched for each category of file listed below (e.g., 2 file drawers and 1 safe):

<input type="text"/> file drawers	<input type="text"/> file cabinets
<input type="text"/> large flippers	<input type="text"/> safes
<input type="text"/> desk drawers	<input type="text"/> shinn boxes
<input type="text"/> small flippers	

d. (U) Tell us the accessibility of the responsive files:

☐ Files are centrally located

☐ Files must be recalled from storage

☐ Files are contained in readily accessible folders

☐ Files are scattered throughout several folders, drawers, cabinets, and would require a page-by-page search for proper retrieval

☐ Files are located in various offices

☐ Files are organized chronologically rather than by subject matter

e. (U) Other unique conditions that may affect the processing of this request:

UNCLASSIFIED//FOR OFFICIAL USE ONLY

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

FOIA Case: 51897

f. (U) Machine files to be searched:

_____ Databases, e-mails and the NSA Web. Briefly describe the system: _____

_____ **(NOTE:** Please **do not** search or provide a search estimate for Anchory files as S1213 (Anchory) is the office responsible for conducting those searches/estimates.)

g. (U) **Estimate** the number of hours that you believe are required to conduct a reasonable search.

Grade	Hours of Search		Hourly Rate	TOTAL
_____ E9/GS8&below	_____	x	\$20.00 =	_____
_____ 01-06/GS9-15	_____	x	\$44.00 =	_____
_____ 07/SCE/SLE/SLP	_____	x	\$75.00 =	_____

h. (U) If a contract, was it competitive? ____ YES or ____ NO

TOTAL COST OF ESTIMATE IS: _____~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

FOIA Case: 51897B
17 September 2007

Mr. Verne Kopytoff
San Francisco Chronicle
901 Mission Street
San Francisco, CA 94103

Dear Mr. Kopytoff:

This responds to your Freedom of Information Act (FOIA) request of 3 November 2006, which was received by this office on 7 November 2006, for documents related to Google, the Internet search engine based in Mountain View, California. The period covered by this request is from 1 January 2003 to present.

For purposes of this request and based on the information you provided in your letter, you are considered a representative of the media. Unless you qualify for a fee waiver or reduction, you must pay for duplication in excess of the first 100 pages. Since processing fees were minimal, no fees are being assessed.

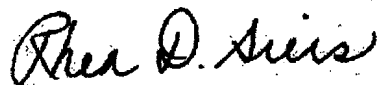
Your request has been processed under the FOIA. We conducted a search and located a contract (MDA904-03-C-1396) between NSA and Google, Inc. and the documents are enclosed. Certain information, however, has been deleted.

The names of NSA/CSS employees, as well as certain functions and activities of this Agency, have been deleted from the enclosures. These deletions are exempt from disclosure pursuant to the third exemption of the FOIA, which provides for the withholding of information specifically protected from disclosure by statute. The specific statute applicable in this case is Section 6, Public Law 86-36 (50 U.S. Code 402 note). In addition, commercial and financial information that is privileged or otherwise confidential has been deleted from the enclosures, pursuant to the fourth exemption of the FOIA.

Since these deletions may be construed as a partial denial of your request, you are hereby advised of this Agency's appeal procedures. Any person denied access to information may file an appeal to the NSA/CSS Freedom of Information Act Appeal Authority. The appeal must be postmarked no later than 60 calendar days from the date of the initial denial letter. The

appeal shall be in writing addressed to the NSA/CSS FOIA Appeal Authority (DJ4), National Security Agency, 9800 Savage Road STE 6248, Fort George G. Meade, MD 20755-6248. The appeal shall reference the initial denial of access and shall contain, in sufficient detail and particularity, the grounds upon which the requester believes release of the information is required. The NSA/CSS Appeal Authority will endeavor to respond to the appeal within 20 working days after receipt, absent any unusual circumstances.

Sincerely,

A handwritten signature in black ink, appearing to read "Rhea D. Siers". The signature is fluid and cursive, with the first name "Rhea" being more prominent.

RHEA D. SIERS
Deputy Associate Director for Policy

Encls:
a/s

UNCLASSIFIED//FOR OFFICIAL USE ONLY

FOIA Case: 51897B

M/R: (U) PARTIAL DENIAL

(U) The attached letter responds to Verne Kopytoff's FOIA request of 3 November 2006 for all documents related to Google, the Internet search engine based in Mountain View, California. The period covered by this request is from 1 January 2003 to present. The search we conducted in response to this FOIA request resulted in our locating documents related to a contract (MDA904-03-C-1396) between NSA and Google, Inc.

(U) In this case, we contacted the requester, who is in the "media" category, and he agreed to pay all necessary processing fees; therefore, we began processing this case without an initial response to the requester. Since processing fees are minimal (less than \$25.00), no fees are being assessed. On 15 May 2007, we sent a Release Notification letter to Google, and as a result of their review, Google requested that we withhold their pricing, banking, and internal corporate structure.

(U//~~FOUO~~) Marianne received a call from Shana Stanton (Google) on 30 May 2007, indicating that she is the legal counsel for Google in California and that she had just received the Release Notification letter. Although we verified with Google that the point of contact's name (Joe Wiltshire) and address were correct, he apparently then sent the contract documents to their legal office. Marianne extended the response date for Ms. Stanton to 6 June 2007. On 6 June 2007, Ms. Stanton informed Marianne that she would fax, then express mail, the hard copies. I received the FEDEX pages on 11 June 2007, and sent them to be scanned. On 21 and 26 June 2007, Mr. Kopytoff called to check on the status of this request. On both dates, I returned his call and left a voice message informing him that I was still processing his case. I emailed Zachary and Mike (OGC) to ask them to review Google's (b)(4) redactions.

(b) (5)

[REDACTED] I sent an email to the NSA POC for this contract, [REDACTED] to ask if the prices in the contract were negotiated. [REDACTED] explained to me in an email why each line item should be withheld. Based on that email, the only pricing information we protected was the unit prices and amounts for line items #1-2 of the contract.

(U) We advised Google (Shana Stanton) that we received their request to withhold their pricing, banking, and internal corporate structure (employee names and job titles, etc.). We explained that we did not protect their internal corporate structure information or unit price or amount listed in item #3 because the information does not meet the criteria for protection. We

(b) (3) - P.L. 86-36

UNCLASSIFIED//FOR OFFICIAL USE ONLY

UNCLASSIFIED//FOR OFFICIAL USE ONLY

FOIA Case: 51897B

enclosed a copy of the documents as we proposed to release them, as well as a copy of their letter of objection.

(U//~~FOUO~~) On 23 August 2007, Ms. Stanton of Google called and spoke with Marianne. Ms. Stanton was worried that the documents were already released. Again, the mail was slow and they only just got these documents and the ten days were already up. Marianne informed her they have not been made public to the FOIA Requester yet. Ms. Stanton wanted an explanation of why we didn't protect various things. For the Google employee names, Marianne explained that we cannot protect them because there is no law that allows us to. As for line item #3 in the contract, Marianne explained that our COR said that that rate was a publicly available rate and not a negotiated rate and that is why it does not qualify for (b)(4) protection. Ms. Stanton wanted a chance to look into those things and respond to us again. In the meantime, I contacted the COR [redacted] and asked him to double check line item #3 of the contract because Google believed it should be protected. On 27 August 2007, the Requester called to find out the status of this case, and [redacted] informed him that I was still processing the request. Requester called again on 5 September, and I informed him that the documents had been sent to Google for review and that Google had questions for NSA, which we were trying to answer. He asked when the documents were sent to Google, and I informed him it was in August. He asked me how many responsive pages were located, and I informed him approximately 30. On 13 September 2007, [redacted] (b)(5)

[redacted] On 14 September 2007, I left a voice message informing Ms. Stanton (Google) that NSA will protect line item #3 and that she should contact Marianne or Betty if she has any questions.

(U) We advise the requester that he is in the media category and processing fees were minimal, therefore, no fees are being assessed. We advise requester that his request has been processed under the FOIA. We inform requester that we conducted a search and located a contract (MDA904-03-C-1396) between NSA and Google, Inc. and the documents are enclosed (30 pages). We inform requester that the names of NSA/CSS employees were deleted from the enclosures pursuant to the third exemption of the FOIA and that certain other information was withheld under (b)(4) of the FOIA. We provide the requester with appeal rights.

(U//~~FOUO~~) [redacted]

DJ4, 963-5827, 14 September 2007

(b)(3)-P.L. 86-36

UNCLASSIFIED//FOR OFFICIAL USE ONLY

FOIA Case: 51897A
13 August 2007

Ms. Shana N. Stanton
Google, Inc.
1600 Amphitheatre Parkway
Mountain View, CA 94043

Dear Ms. Stanton:


This letter is in response to your request that the National Security Agency withhold certain information contained in all documents related to Google, the Internet search engine based in Mountain View, California. The period covered by this request is from 1 January 2003 to present. We conducted a search and located a contract between NSA and Google, Inc.

Upon receipt of your letter of 6 June 2007 (copy enclosed), we reviewed your redactions in conjunction with the information we possess and made a determination as to the releasability of the referenced records. Enclosed please find the documents, as we propose to release them to the requester. Redactions have been made deleting the banking information and the pricing information for line item ##1-2, which, in our view, are exempt from release under 5 U.S.C. 552(b)(3) and (b)(4).

With regard to your objections to the release of the internal corporate structure of Google and the pricing for line item #3, please be advised that this information does not meet the criteria for protection and was therefore not deleted. While we understand your concern in this matter, we are obligated to apply the FOIA in accordance with the principles established in judicial decisions interpreting 5 U.S.C. Subsection 552(b)(4). These decisions do not support the application of the (b)(4) exemption to the information, described above; that we propose to release to the requester.

By this letter you are notified that we will release the referenced materials to the requester at noon, 10 days from the date of this letter. This is a firm release date set by this Agency in recognition of its obligation to FOIA requesters and should be viewed as such by you in proceeding with any action, including legal action, which you may contemplate in light of our decision.

Sincerely,



RHEA D. SIERS
Deputy Associate Director for Policy

Encls:
a/s

UNCLASSIFIED//FOR OFFICIAL USE ONLY

FOIA Case: 51897A

SUSPENSE: _____

M/R: (U) **SORRY RELEASE**

(U) The attached letter responds to Google's letter of 6 June 2007, requesting that this Agency withhold certain information contained in contract documents we located in response to a FOIA request for "all documents related to Google, the Internet search engine based in Mountain View, California. The period covered by this request is from 1 January 2003 to present." The search we conducted in response to this FOIA request resulted in our locating documents related to a contract (MDA904-03-C-1396) between NSA and Google, Inc.

(U) In this case, we contacted the requester, who is in the "media" category, and provided him with his case number. He agreed to pay all necessary processing fees; therefore, we began processing this case without an initial response to the requester. Since processing fees are minimal (less than \$25.00), no fees are being assessed. On 15 May 2007, we sent a Release Notification letter to Google, advising that the above documents had been requested under FOIA and that all information, except the names of NSA employees, would be released unless Google could justify withholding any additional information under (b)(4) of the FOIA. As a result of their review, Google provided a two-page justification requesting that we withhold their pricing, banking, and internal corporate structure. They believe disclosure of that information will cause Google competitive harm.

(U//~~FOUO~~) Marianne received a call from Google (Shana Stanton) on 30 May 2007, indicating that she is the legal counsel for Google in California and she had just received the Release Notification letter. Although we verified with Google that the point of contact's name (Joe Wiltshire) and address were correct, he apparently then sent it to their legal office. Marianne extended the response date for Ms. Stanton to 6 June 2007. On 6 June 2007, Ms. Stanton informed Marianne that she would fax then express mail the hard copies. Our CPC office contacted Marianne and informed her that Ms. Stanton (650-253-1037) faxed the documents but they only received some of the pages. I called Ms. Stanton and asked her to fax the pages again. Instead of faxing all of the pages again she sent all of the pages via FEDEX. I received the FEDEX pages on 11 June 2007, and sent them to be scanned. On 21 and 26 June 2007, Mr. Kopytoff called to find out the status of this request. On both dates, I returned his call and left a voice message informing him that I am still processing his case and if he has any questions he can contact Betty or

UNCLASSIFIED//FOR OFFICIAL USE ONLY

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

FOIA Case: 51897A

Marianne. On 27 June 2007, I emailed Zachary and Mike (OGC) to ask them to review Google's (b)(4) redaction request (I faxed the 30 pages to them)

[REDACTED] (b)(5)

I sent an email to the NSA POC for this contract, [REDACTED] to see if the prices in the contract were negotiated. [REDACTED] informed me that:

(b)(3)-P.L. 86-36

This contract was a sole source contract to Google of Mountain View, California. There were three line items on the contract. The following information is provided:

Contract Line Item 0001 - Google Search Appliance GB-8008 which is normally sold through resellers under GSA contract pricing to the federal government.

[REDACTED] (b)(4)

Contract Line Item 0002 - Hardware Replacement Option (2 years)

[REDACTED] (b)(4)

Contract Line Item 0003 - Google Professional Services was a standard commercial hourly rate available to the general public.

(b)(3)-P.L. 86-36

Based on the email from [REDACTED] the only pricing information we will protect will be the unit prices and amounts for line items ##1-2 of this contract.

(U) We advise Google (Shana Stanton) that we have received their request to withhold their pricing, banking, and internal corporate structure. We explain that we did not protect their internal corporate structure information or unit price or amount listed in item #3 because the information does not meet the criteria for protection. We enclose a copy of the documents as we propose to release them, as well as a copy of their letter of objection. We advise that we plan to release the information to the requester at noon, 10 days from the date of this letter.

(U//FOUO)

DJ4, 963-5827, 2 August 2007

(b)(3)-P.L. 86-36

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

FOIA Case: 51897
15 May 2007

Mr. Joe Wiltshire
Google, Inc.
500 Thompson Dairy Way
Rockville, MD 20850

Dear Mr. Wiltshire:

We are in receipt of a request under the Freedom of Information Act (FOIA), 5 U.S. Code 552, for all documents related to Google, the Internet search engine based in Mountain View, California. The period covered by this request is from 1 January 2003 to present. We conducted a search and located a contract between NSA and Google, Inc. Under the provisions of the FOIA, we must release this information unless it falls within one of the specified FOIA exemptions. Enclosed is a copy of the FOIA request and a copy of the material as we propose to release it to the requester. Redactions have been made deleting information which is exempt from release under 5 U.S.C. 552(b)(3). We recognize, however, that there may be additional information, which your company may wish NSA to protect under the fourth exemption of the FOIA. If you want us to withhold any of this information, please return the material to us within 15 days of the date of this letter, bracketing in red those portions you want protected and providing justification which fully states all grounds upon which you oppose this disclosure. Your input will enable us to make our determination about the final release of the enclosures.

In preparing your justification, be advised that statutorily imposed time requirements mandate the timely release of responsive records to FOIA requesters. For this reason, this letter offers the only opportunity you will have to submit any justification for withholding information contained within the enclosures. Accordingly, your response must be received within the specified time frame and should conform to the need for specificity as described below.

Justifications for withholding additional information under FOIA exemption (b)(4) as commercial or financial information that is privileged or confidential should be specific and detailed. Conclusory or general assertions that information falls within (b)(4) have been held to be insufficient to prove substantial competitive harm. Thus, it is required that the justification be supported by facts which demonstrate that disclosure will, for example, directly

reveal labor costs or profit margins, or will provide competitors with valuable insight into pricing or discount strategy.

Be aware, however, that the Federal Acquisition Regulation (FAR) generally requires disclosure of certain information to all offerors for all competitive contracts. The FAR requires notices to include, among other things, the items, quantities and unit prices of each award. See 48 C.F.R. Ch. 1, § 15.503(b)(iv). In service-type contracts such as this, the hourly rates are the unit prices. Information releasable under the FAR will not usually be considered for exemption (b)(4) protection.

Your response should include the FOIA Case number and should be addressed to National Security Agency, FOIA Office (DJ4), 9800 Savage Road STE 6248, Ft. George G. Meade, MD 20755-6248 or may be sent by facsimile to 443-479-3612. If sent by fax, it should be marked for the attention of the FOIA office.

Upon receipt of your response to this letter, we will review this FOIA request in light of all the information we possess, and will make a determination as to releasability. You will be notified of our decision. Should you fail to respond to this letter by the time requested, we will assume you have no objection to release of the material. If you have any questions, please call this office on 301-688-6527.

Sincerely,

for Marianne Stupar

PAMELA N. PHILLIPS
Chief
FOIA/PA Office

Encls:
a/s

UNCLASSIFIED//FOR OFFICIAL USE ONLY

FOIA Case: 51897

SUSPENSE: 6 JUN 07

M/R: (U) INITIAL PROCESSING / RELEASE NOTIFICATION

(U) Mr. Verne Kopytoff of the San Francisco Chronicle filed a FOIA request with NSA on 3 November 2006, for all documents related to Google, as a vendor or consultant for NSA, from 1 January 2003 to the present.

(U) I searched CTS using KOPYTOFF in both first and last name position, and there are no prior requests from this requester. I searched on the subject and found the following two FOIA requests pertaining to Google:

#43936-GLOMAR: This request was for all communications between Agency officials and representatives of Google Inc. regarding the use of Google search technology for law enforcement and intelligence purposes. There are no documents in this case.

#49326-GLOMAR: The requester in this case received an NSA FOIA log and then asked for the same records that the requester in FOIA Case 43936 received. We gave him a GLOMAR reply as well.

(U) On 15 November 2006, the NSA Library confirmed that Mr. Kopytoff is media. On 13 December 2006, I sent a search now memo to DA3 since all records about GOOGLE as a vendor or consultant would come from that office. The only thing they could find was one contract, a modification and GOOGLE order form for the GOOGLE licenses (SILVER level of support). Marianne asked me to contact DA3 and ask them to define SILVER support and they did. SILVER is the middle level of support that Google provides to the Agency. BRONZE is the lower level and GOLD is the top of the line. She also asked me to contact OGC to find out the Agency's POC for hiring a consultant or an advisor. I spoke with Kim, and she said they would go to the contracting office. On 14 December 2006, I contacted Mr. Kopytoff and left a voice message with my first name, phone number, and his case number. On 8 February 2007, Mr. Kopytoff contacted this office and left a voice message asking for administrative details pertaining to this case. I returned his call and left another voice message with my first name, phone number, and his case number. On 9 February 2007, Mr. Kopytoff sent an email to FOIARSC asking for administrative details pertaining to this case. I called him for the third time and left a voice message with my first name, phone number, and his case number. As I began to review the responsive documents DA3 provided, Marianne asked the meaning of the term *search appliance*. So I contacted [redacted] and he explained it to me. *Search appliance* means the same thing as search engine. The search engine is used

(b) (3) - P.L. 86-36

UNCLASSIFIED//FOR OFFICIAL USE ONLY

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

FOIA Case: 51897

to perform a search using Google. Randy also informed me that, with a cursory look at the contract, he believes that the only information that should be protected are the NSA names.

(U//~~FOUO~~) On 9 February 2007, I called Google to verify that Joe Wiltshire is the proper POC for contract MDA904-03-C-1396. On 19 March 2007, Mr. Wiltshire returned my call, confirmed that he is the POC for Google, and provided his mailing address. Marianne wanted to know *if the "search appliances" described in the contract are the Google search technology (i.e., Software) that we have on our INTERNAL computers here at NSA.* I contacted the current Contracting Officer's Representative [redacted] and he responded that it is NOT. He also provided a point of contact [redacted] if we have additional questions about this contract. I tried to contact [redacted] to ask her how the GOOGLE search appliance described in the contract is being used, but was told that she is deployed to another office. Therefore, I spoke with [redacted] in X131. He informed me that the "search appliances" are a search engine that the old X26 office used for their INTELINK (an implementation of the World Wide Web for the Intelligence and Defense Communities and their customers).

(b) (3)-P.L. 86-36

(U) This letter informs Google Inc. that a request was received under the FOIA for all documents related to Google from 1 January 2003 to the present. We inform Mr. Wiltshire that we located a contract between NSA and Google and that the information will be released under FOIA unless it falls within one of the specified FOIA exemptions. I completed redactions of NSA employee names under (b)(3)/P.L. 86-36 of the FOIA. We inform Mr. Wiltshire that if his company wants any additional information withheld, he must provide justification within 15 days of the date of this letter. We enclose a copy of the documents as we propose to release them and a copy of Mr. Kopytoff's request letter. If we do not hear from Mr. Wiltshire or Google Inc. within that timeframe, we will release the enclosed document. We provide our address and facsimile number for Mr. Wiltshire's response.

(U//~~FOUO~~) [redacted] DJ4, 963-5827, 14 May 2007

(b) (3)-P.L. 86-36

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

"Comments" to FOIA Case 51897 (as requested under case 54025)

11/09/2006 (U) Betty, first verify media. Then just go to the Contracts ofc and let's see if we have anything. Then let's talk about a response

11/13/2006 (U//~~FOUO~~) Sent query to verify media.

(b) (3) - P.L. 86-36

11/17/2006 (U) On 15 Nov I confirmed with [] that the requester is media since he is a member of the SF Chronical staff.

11/21/2006 (U) Sent an email to Jody asking her if DA has any contracts with GOOGLE from 1 Jan 03-present.

11/27/2006 (U) Received response from DA3 - yes there was 1 contract with GOOGLE that ended 3 Dec 05. MGS asked me to contact Jody to find out more about the contract (what is SEARCH APPLIANCES and SILVER SUPPORT?). Also, contact OGC what's the vehicle for advisor/consultant? Contacted Jody and Kim. Waiting for response.

12/05/2006 (U) Kim said she believes I should contact the CONTRACT office (DA3) if I'd like to hire a consultant or such. Jody (Randy) said SILVER is the standard level contract that is offered by GOOGLE.

12/13/2006 (U) Sent search now memo to DA3.

12/14/2006 (U) I called the requester and left a voice msg (my name, phone and case number).

12/15/2006 (U) Copy of request sent to PAO for their fyi.

02/08/2007 (U) JW sent me an email yest stating requester left a msg on our answering machine on 5 Feb indicating he did not receive FOIA # etc. for his case. I left all of this info for the requester on his answering machine on 14 Dec 06. I returned the requester's phone call. Again, I left my name, phone and case number.

02/09/2007 (U) In response to the requester's email to foiarsc, I called him (4157776004) and left a voice msg (my name phone and case number). I also informed him that I'm currently processing his case and he can contact me if he has questions. This is my third time leaving a voice msg for this requester (14 Dec, 8-9 Feb).

02/09/2007 (U) I spoke with Randy (DA3). He said on a cursory look at the contract simply protect the names. MGS also wanted him to define search APPLIANCE he did. I questioned the FACILITY CODE on page 1 of mod 1 and he said it is releasable.

02/09/2007 (U) Called GOOGLE to verify the POC. Left voice msg 6506234187 (name/phone).

02/21/2007 (U) On 12 Feb Joe Wiltshire returned my call. I returned his call today 301-216-2559 to find out the GOOGLE poc, address, etc.

02/26/2007 (U) I called Joe Wiltshire today 301-216-2559 to find out the GOOGLE poc, address, etc. I left a voice msg for him to call me (left name/phone #).

03/19/2007 (U//~~FOUO~~) Mr. Wiltshire returned my call today and confirmed that he is the poc for GOOGLE and he provided a mailing address (500 Thompson Dairy Way, Rockville, MD 20850).

03/23/2007 (U) Pages are missing from various documents. Sent email to DA3 (Jody) requesting the missing pages.

03/30/2007 (U) Joe provided me with the copies today. Forwarded case to MGS for review and approval.

04/03/2007 (U) Began reviewing. Had a few questions and additions for the CO, so returned to CO with an email

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//FOR OFFICIAL USE ONLY

(b) (3) - P.L. 86-36

04/05/2007 (U) Contacted the requester and informed him that we located approx. 30 pgs of responsive docs and will send to the appropriate company to review then let us know what should be protected on their behalf. I also left my name, phone and case #. I will speak with MGS after she speaks with COR [REDACTED]

04/05/2007 (U) Mr. Kopytoff returned my call. He asked me if it was standard procedure for NSA to send the b4 ltr to the company and I said yes and further explained that the co. has 15 days from the date of the letter to respond to us. He thanked me and we ended the call.

04/19/2007 (U) I spoke with MGS about this case. She has a question for [REDACTED] the COR and is waiting for him to return her call.

04/27/2007 (U) MGS had a question for the COR. She tried to contact him at the begin of this month and he never responded. I sent her an email yest. asking her for a status and she informed me that the COR never responded to her so she would like for me to contact [REDACTED] to obtain the answer to her question.

05/01/2007 (U) I have not heard from [REDACTED] so I informed our DA3 poc (Jody). Asked that he respond nlt 3 May 07.

05/02/2007 (U//FOUO) [REDACTED] no longer works in DA353. He provided another poc [REDACTED] who should be able to answer my question. Waiting for Andrew's response.

05/04/2007 (U//FOUO) Andrew provided an answer. He said additional questions should be directed to Gwen [REDACTED]

05/09/2007 (U//FOUO) Called and sent an email to [REDACTED] to find out HOW the GOOGLE search appliance is being used.

05/14/2007 (U) On 11 May 07, I spoke with [REDACTED] who answered my question about how the search engine GOOGLE is being used. Forwarded case to MGS for review and approval.

05/15/2007 (U) Rev'd and approved. Signed Rel Notif

05/15/2007 (U) Placed signed doc in LJM mailing bin w/5 docs-susp 6 jun 07.

05/30/2007 (U) Shana Stanton called (she's legal counsel for Google in Calif). She JUST GOT the release notif. I see that we verified with Joe Wiltshire that his name and address were correct, but he apparently then sent it to the legal ofc. Let her know she has til June 6th to respond.

06/07/2007 (U) MGS spoke with Shana yest. Informed MGS she will be faxing and then express mailing the hard copies to us.

07/07/2007 (U) CPC called MGS and informed that Ms. Stanton (650-253-1037) tried to fax the doc. CPC only recvd some of the pgs. I called Ms. Stanton and left a voice msg asking her to fax the pgs again and to call me if she has questions.

06/08/2007 (U) Received the b4 redactions from GOOGLE (partial pgs) that pertain to the order form.

06/11/2007 (U) I spoke with Ms. Stanton. She did NOT fax all of the pgs again because she emailed MGS and FEDEXd the pgs. MGS checked her email the and she did receive anything. I received all of the (FEDEX) pages today. Sending to be scanned.

06/21/2007 (U) DLE informed me that Mr. Kopytoff left a voice msg last night. He wants to know the status. I called him and informed him that I'm still processing his case. I left a voice msg (name, case and phone number).

UNCLASSIFIED//FOR OFFICIAL USE ONLY

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

06/21/2007 (U) Mr. Kopytoff called again and left a msg for me. I returned his call and left a voice msg (name phone case).

06/26/2007 (U) Verne Kopytoff called again. Left message for Betty as well as put comment in case.

06/27/2007 (U) Emailed Zach and Mike (OGC) to ask them to review GOOGLE's b4 redaction request (faxed 30 pgs to 3016886052).

06/27/2007 (U) I returned Mr. Kopytoff's phone call. I informed him that I'm still processing his case, the responsive docs are being reviewed to determine releasability and if I'm not here when he calls he can speak with MGS.

06/28/2007 (U) Mr. Kopytoff called while we were at the office team build. I returned is call today and left a voice msg that the docs responsive to this case are being reviewed to determine releasability also left name phone and case #. Also, left msg that he can contact MGS if I'm not available.

07/25/2007 (U//~~FOUO~~) Zach completed his review of the GOOGLE docs. Sent an email to [redacted] to see if the prices in the contract were negotiated. (b)(3)-P.L. 86-36

07/27/2007 (U) Sent an email to DA3 for a response - have not heard from [redacted]

07/30/2007 (U) Sent another email to DA3...were the GOOGLE prices negotiated or avail to general public?

08/01/2007 (U) DA3 responded to my question...will continue to process this case.

08/02/2007 (U) Forwarded case to MGS for review and approval.

08/07/2007 (U) Rev'd and approved. Sent to FOIA DIV Q for PNP's review

08/09/2007 (U) Pamela was okay with this. Sent it to DJ to sign

08/10/2007 (U) Proofed and ok, forwarded for approval/signature.

08/10/2007 (U) Signed

08/13/2007 (U) Placed signed ltr w/4 sealed docs in LJM mailing bin - suspense 23 Aug 07.

08/23/2007 (U) Ms. Stanton of Google called and she was a bit worried that the docs were already released. Again, the mail was slow and they only just got these docs and the ten days are already up. I informed her they have not been made public to the FOIA Requester yet. She wanted an explanation of why we didn't protect various things. For the Google employee names, I explained that we can't protect them because there is no law that allows us to. As for Item No. 0003 in the contract, I explained that our COR said that that rate was a publicly available rate and not a negotiated rate and that's why it does not qualify for b4 protection. She would like a chance to look into this and respond to me again. So, do not send docs to requester yet

08/27/2007 (U//~~FOUO~~) The requester called to speak with Betty for a status check on his case. I was hesitant to provide any information as I had a case pertaining to Google which was Glomared. I told requester Betty was working case and he said he would call next week.

09/04/2007 (U) Sent email to DA3 asking them to double check on line item 0003. Was it negotiated or avail to public?

09/05/2007 (U) Mr. Kopytoff called for a status. I informed him that the responsive docs were sent to GOOGLE for their b4 redactions and GOOGLE had a question for NSA and we are working on obtaining an answer for GOOGLE. He asked when did we send the docs to GOOGLE and I said in Aug. He asked me how many responsive pgs

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

were located and I informed him approx 30. I informed him that he should speak with MGS if I'm not avail. He thanked me and we ended the call.

09/07/2007 (U) Called DA3 (Andrew) no answer. Waiting for DA3 to answer question - Negotiated or Avail to public.

09/10/2007 (U) I spoke with Jody today and she is working on obtaining an answer to the line item 3 question and plans to answer today

09/14/2007 (U) DA3 consulted with OGC [REDACTED]

(b) (5)

09/14/2007 (U) I called Ms. Stanton informing her (via voicemail) that NSA will protect line item # and she can contact Betty or Marianne if she has any questions. Forwarding case to MGS for review and approval.

09/14/2007 (U) rev'd final letter and MR. Last set of docs scanned in (sealed) are correct except they need stamp

09/17/2007 (U) Unsealed last 4 docs, stamped then sealed again and placed in Kelly's mailing bin w/signed ltr. Case closed.

11/14/2007 (U//~~FOUO~~) requester called today and spoke first with Denise and then with me. He had a number of questions and seemed to need some info before he could file an appeal (or possibly file a newer, more specific request). He wanted to know where a search was conducted and I did inform him Contracting. He asked if emails were searched and I said I did not believe so (email is listed in his request). I explained about the burden, time, money for email searching and I also explained that the FOIA only requires that we search in offices where the records sought would most REASONABLY be expected to be located. He thanked me and was satisfied with the help I provided him.

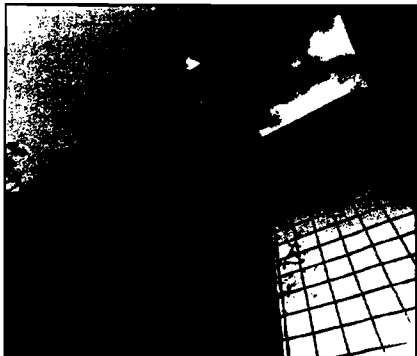
~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~



Frequently Asked Questions The National Security Agency/ Central Security Service



What does the NSA/CSS do?



The National Security Agency/Central Security Service (NSA/CSS) is the nation's cryptologic organization. Our twofold mission is **the protection of U.S. information systems** and **the production of foreign signals intelligence information**. By its very nature, what we do as a key member of the Intelligence Community requires a high degree of confidentiality. NSA/CSS is tasked with preventing foreign adversaries from gaining access to classified national security information. We also collect, process, and disseminate intelligence information from foreign signals for national foreign intelligence and counterintelligence purposes and to support military operations. The requirements driving NSA/CSS' collection are set

at the highest levels of the U.S. Government.

What is the Central Security Service?

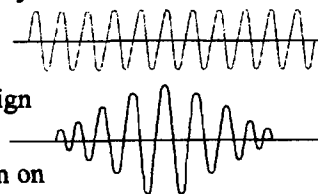
The Central Security Service (CSS) was established by Presidential Directive in 1972 to promote full partnership between the NSA and the cryptologic elements of the Armed Forces. By combining NSA and CSS, we are able to provide a more unified Department of Defense (DoD) cryptologic effort. The U.S. military elements – Army, Navy, Air Force, and Marines – comprise the CSS. To further ensure joint operations, the Director of the NSA is also the Chief of the CSS.

What is Information Assurance?

The Information Assurance (IA) mission is to provide the solutions, products, and services to protect information infrastructures (for example, network or communication backbones) critical to U.S. national security interests. IA also conducts defensive information operations to achieve information security.

What is SIGINT?

Our Signals Intelligence (SIGINT) mission is to intercept and analyze foreign adversaries' communications signals, many of which are protected by codes and other complex countermeasures. We collect, process, and disseminate intelligence information on foreign intelligence targets in response to requirements set at the highest levels of government.



Who are the NSA/CSS' Customers?

The NSA/CSS exists to protect the Nation. Our customers know that they can count on us to provide them with what they need, when they need it, and in a form they can use. Specifically, we provide intelligence products and services to the White House, Executive Agencies (such as the State Department), Chairman and Joint Chiefs of Staff (JCS), military Commanders-in-Chief (CINCS) and component commands, military departments, multinational forces, and our allies. In addition, we provide information assurance products and services to our government customers and to industry.

Who is the head of the NSA/CSS?

Our current Director, NSA/Chief, CSS, is Lt Gen Michael V. Hayden, USAF. According to United States Code 201 of Title 10, the Director is appointed by the Secretary of Defense and approved by the President of the United States. In accordance with the Department of Defense (DOD) Directive 5100.20, dated December 23, 1971, Director, NSA/Chief CSS is always a commissioned military officer with at least a rank of three stars.

The Agency's senior leadership team supports him to guide the workforce. They are the Deputy Director, currently Mr. William B. Black, the highest ranking civilian at the NSA/CSS; plus, the Signals Intelligence Director (SID) and the Information Assurance Director (IAD), who are also civilians.



What organizations are included in the U.S. Intelligence Community?

There are thirteen federal organizations in the Intelligence Community. In addition to NSA/CSS, the following organizations are members: Central Intelligence Agency (CIA), National Imagery and Mapping Agency (NIMA), Federal Bureau of Investigation (FBI), Defense Intelligence Agency (DIA), National Reconnaissance Office (NRO), Department of Energy, Department of Treasury, Department of State, Army Intelligence, Air Force Intelligence, Navy Intelligence and Marine Corps Intelligence.

What is the budget of the NSA/CSS and how many people work for it?



The size of the Agency's budget cannot be publicly disclosed. It is far from true that the NSA/CSS has an unlimited "black" budget, unknown by other government entities. While the budget of the NSA/CSS is classified, these details are known by the Office of Management and Budget, by both the Senate Select Committee on Intelligence (SSCI) and the House Permanent Select Committee on Intelligence (HPSCI), and by the Defense Subcommittees of the Appropriations Committees in both Houses of Congress. Resources allocated to the NSA/CSS are subject to rigorous examination and approval processes. In 1997, the aggregate figure for all U.S. government intelligence and intelligence related activities - of which the NSA/CSS was one segment - was made public for the first time. The aggregate intelligence budget was \$26.6 billion in fiscal year (FY) 1997 and \$26.7 billion for FY98. The amount of the intelligence budgets for other years has not been publicly released.

The number civilian employees worldwide is available. This number changes due to new hires and retirements, but averages over 15,000. If the NSA/CSS were considered a corporation in terms of dollars spent, floor space occupied, and personnel employed, it would rank in the top 10% of the Fortune 500 companies.

*Fact Sheet #1
January 2002*

For more information about the NSA/CSS, contact the Public Affairs and Communications office on (301) 688-6524, or visit our website at <http://www.nsa.gov>



Frequently Asked Questions NSA/CSS' Rich Heritage



What is cryptology?

Cryptology is the art and science of making and breaking codes and ciphers. NSA/CSS is responsible for creating the systems that protect U.S. communications and for analyzing systems and communications used by foreign powers. Making a code or cipher system is called **cryptography**. Those that try to "break" a cryptosystem are practicing **cryptanalysis**. Another aspect of cryptology is **steganography**: concealing messages, usually unencrypted, within another message or picture.

When did the NSA/CSS become part of the U.S. Intelligence Community?

Following World War II, the government made an effort to unify the military's cryptologic services. On May 20, 1949, the Secretary of Defense ordered the issuance of JCS Directive 2010 establishing the Armed Forces Security Agency (AFSA). Its mission was to conduct the communications intelligence and security activities of the National Military Establishment. Unfortunately, AFSA had various difficulties, and by late 1951 President Truman ordered a special committee to analyze the agency. The Brownell Committee made several recommendations for change. In October, 1952, the President and the National Security Council adopted most of the recommendations and issued a revised version of National Security Council Intelligence Directive No. 9. Communications intelligence was determined to be a *national* issue, so the Armed Forces Security Agency became the National Security Agency. President Truman signed the directive on November 4, 1952.

Where can I learn more about our Nation's cryptologic heritage?



NSA/CSS is very proud of its National Cryptologic Museum. The museum collection contains thousands of artifacts that serve to illustrate the history of the cryptologic profession. Featuring rare Civil War devices, World War II artifacts, and current secure voice communications systems, the museum tells the cryptologic story in peacetime as well as war. The museum also has a research library with a unique collection of commercial code books, declassified NSA documents, and transcribed oral histories. It is open to the public serving researchers, scholars, and students

interested in cryptology.

Just outside the museum is the National Vigilance Park and the Aerial Reconnaissance Memorial. This memorial honors the many aerial reconnaissance crews who lost their lives in the performance of their duties. We encourage you to visit this memorial dedicated to those who have served our nation in the cryptologic field.

The museum and park are located adjacent to NSA/CSS headquarters in Ft. Meade, Maryland. The museum is open to the public, 9:00 AM to 4:00 PM, Monday through Friday. School groups and civic organizations are welcome, and group tours may be scheduled in advance by calling 301-688-5849. National Vigilance Park is open from dawn to dusk.

How has cryptology influenced American history?

Code making is an ancient practice. Codes were used in America's Revolutionary War and throughout the history of the United States. Slaves in the South developed a code using patterns in quilts to help them escape to the North. During the Civil War both Union and Confederate soldiers learned to send encrypted messages and to intercept enemy communications. In 1917, the British decryption of a German message, the Zimmermann Telegram, pushed the United States into World War I. The advent of radio communications at that time marked the start of modern cryptology in the United States. Mobile intercept capabilities and radio direction finding - locating the source of a transmission - provided early warning of enemy activities, proving their value to the military.



Following WWI, the United States established its first peacetime cryptologic offices. MI-8, under the direction of Herbert Yardley, worked against foreign diplomatic cables from a covert site in New York City until 1929, when it was superseded by the military's cryptologic offices. William Friedman began the Army's first peacetime service, hiring mathematicians to become cryptanalysts. Today, the NSA/CSS continues to hire more mathematicians than anyone else in the country. Also in the 1920s, CAPT Laurance Safford enlarged the Navy's Research Desk, creating a cadre of personnel who made major contributions and achieved cryptologic successes from the mid-1930s onward.

When WWII broke out, cryptology was key to the success of the Allies. Throughout the war, intelligence derived from the Japanese diplomatic system, codenamed Purple, provided valuable information from the Japanese. The U.S. Army also learned of many German plans through the Japanese ambassador in Berlin, who used Purple to send messages to Tokyo. The U.S. Navy's ability to break into the Japanese Navy Fleet Code, JN-25, allowed them to learn vital information about Japanese intent. This prior knowledge permitted U.S. forces to prepare and counteract the attack on Midway Island, the turning point in the war in the Pacific. The Navy also had success breaking and reading the secret messages of the Germans' Enigma machines, assisting in Allied victories in the Atlantic, North Africa, and Europe. Some historians believe that the ability to read Enigma messages may have shortened the war by two years.



Protecting U.S. communications is equally as important as reading the enemy's messages. During WWII, the Army and Navy recruited Native Americans. Trained in radio communications, they spoke in their own languages and used code words to confuse any enemy soldier who may have been listening. High-level textual messages were encrypted on the SIGABA, an extremely complicated cipher machine that was used throughout the war. Neither the codes of the Marines' Navajo code talkers nor the SIGABA were ever broken by the enemy, providing the United States with a clear advantage.

Cryptology continued to play a role through the Korean and Vietnam Wars, and the cryptologic contributions to ascertaining the enemy's intentions and abilities during the Cold War cannot be underestimated. It can be argued that cryptology played a part in maintaining the peace in that tension-filled era.

Cryptology played another role throughout the second half of the Twentieth Century. Technologies improved, and cryptology helped pioneer computers and communication technology. Today's supercomputers, encrypted cell phones, and verification systems owe some of their development to work done for the NSA/CSS.

The NSA/CSS continues to provide and protect vital information, shaping America's history and contributing to the nation's cryptologic heritage.

*Fact Sheet #2
January 2002*

For more information about the NSA/CSS, contact the Public Affairs and Communications office on (301) 688-6524, or visit our website at <http://www.nsa.gov>

DOCID: 3419002

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 300)

RATING DO: A7

P.2
PAGE 1 OF 122. CONTRACT (Proc. Inv. Desc.) NO.
MDA804-03-C-13953. EFFECTIVE DATE
04 AUG 034. REQUISITION PURCHASE REQUEST PROJECT NO.
A003902300006. ISSUED BY
Buyer/Symbol: [BA352] CODE H98230
Maryland Procurement Office
9880 Savage Road (SAB3)
Fort George G. Meade, MD 20755-6632
Phone: (301)688-8685

8. ADMINISTERED BY (if other than item 6) CODE

(b) (3) - P.L. 86-36

Approved for Release by NSA on
09-17-2007, FOIA Case # 518977. NAME AND ADDRESS OF CONTRACTOR (Type or print)
(850)823-6000
Attn: Jon Vanvorloh
GOOGLE INC
GOOGLE.COM
2400 Bayshore Parkway
Mountain View, CA 94043-1103

080802413

(b) (4)

9. DELIVERY
☐ FOB ORIGIN ☒ OTHER (See Below)9. DISCOUNT FOR PROMPT PAYMENT
% Days Other Net 3010. SUBMIT INVOICES (4
copies unless otherwise
specified) TO THE ADDRESS
SHOWN IN: 12

CODE [] FACILITY CODE

11. BILL TO MARK FOR
Maryland Procurement Office
1472 Dorsey Road
Door #1, R. Of 3
Hanover, MD 21078
(301)688-7353

REF: MDA804-03-C-1395

12. PAYMENT WILL BE MADE BY
Finance and Accounting Office
P.O. Box 1586
Ft. Meade, Md 20755-8000
(410)854-7657

CODE H98230

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☒ 10 U.S.C. 2304 (C) (8) ☐ 41 U.S.C. 253 ()14. ACCOUNTING AND APPROPRIATION DATA
See Section G.1

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
This is a Firm-Fixed-Price Contract					

15G. TOTAL AMOUNT OF CONTRACT \$ 2,077,952.00

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGES	(X)	SEC.	DESCRIPTION	PAGES
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	11
X	B	SUPPLIES OR SERVICES AND PRICES/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/CONFIGURATION/NETWORK STATEMENT		X	J	LIST OF ATTACHMENTS	12
X	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	3	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFICERS	
X	F	DELIVERIES OR PERFORMANCE	4	X	L	INSTR. COND. AND NOTICES TO OFFICERS	
X	G	CONTRACT ADMINISTRATION DATA	5	X	M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	6				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT

(Contractor is required to sign this document and furnish copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The right and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☒ AWARD (Contractor is not required to sign this document)

Your offer on Solicitation Number [] including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award contract. No further contractual document is necessary.

18A. NAME AND TITLE OF SIGNER (Type or print)

Jon Braddi, VP Search Services

18A. NAME OF CONTRACTING OFFICER

10B. NAME OF CONTRACTOR

BY [Signature] (Signature of person authorized to sign)

10C. DATE SIGNED

8/4/03

BY

(Signature of Contracting Officer)

10C. DATE SIGNED

8/4/03



DOCIDAWARD CONTRACT

1. THIS CONTRACT IS A RATED OF
UNDER DPAS (15 CFR 350)

RATING DO: A7

PAGE 1 OF 12 PAGES

2. CONTRACT (Proc Inst. Ident.) NO.

MDA904-03-C-1396

3. EFFECTIVE DATE

4. REQUISITION PURCHASE REQUEST PROJECT NO.
A00390230000

5. ISSUED BY

Buyer/Symbol: [REDACTED] DA352)
Maryland Procurement Office
9800 Savage Road (SAB3)
Fort George G. Meade, MD 20755-8652
Phone: (301)688-9635

CODE H98230

6. ADMINISTERED BY (If other than item 5)

CODE

(b) (3) - P.L. 86-36

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

(650)823-5000

060902413

Attn: Jon Venverloh

GOOGLE INC

GOOGLE.COM

2400 Bayshore Parkway

Mountain View, CA 940431103

(b) (4)

8. DELIVERY

☐ FOB ORIGIN☒ OTHER (See Below)

9. DISCOUNT FOR PROMPT PAYMENT

% Days

Other:

Net:30

10. SUBMIT INVOICES (4
copies unless otherwise
specified) TO THE ADDRESS
SHOWN IN:

ITEM

12

CODE

FACILITY CODE

11. SHIP TO MARK FOR
Maryland Procurement Office
1472 Dorsey Road
Door #1, 2, Or 3
Hanover, MD 21078
(301)688-7353

CODE

REF: MDA904-03-C-1396

12. PAYMENT WILL BE MADE BY
Finance and Accounting Office
P.O. Box 1685
Ft. Meade, Md 20755-6000
(410)854-7657

CODE

H98230

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☒ 10 U.S.C. 2304(C)(6) ☐ 41 U.S.C. 253()

14. ACCOUNTING AND APPROPRIATION DATA

See Section G.1

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

This is a Firm-Fixed-Price Contract

15G. TOTAL AMOUNT OF CONTRACT \$ 2,077,952.00

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	11
X	B	SUPPLIES OR SERVICES AND PRICES / COST	2	PART III-LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	12
X	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	3	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	4	L	INSTR., CONDS. AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	5	M	EVALUATION FACTORS/FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	6				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT

(Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The right and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☒ AWARD (Contractor is not required to sign this document)

Your offer on Solicitation Number _____
Including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY _____
(Signature of person authorized to sign)BY _____
(Signature of Contracting Officer)

■ MARYLAND PROCUREMENT OFFICE ■

FAX Transmittal

DATE: August 4, 2003

SENT BY:

[REDACTED]

DA352

(b) (3) - P.L. 86-36

TO:

JON VENVERLOH

COMPANY:

GOOGLE

650-930-3508

FAX NUMBER:

650-618-1835

NUMBER OF PAGES (WITH COVER): 19

MESSAGE:

JON,

PLEASE FIND ATTACHED THE REISED CONTRACT # MDA904-03-C-1396,
REVIEW SIGN AND RETURN PAGE ON OF THE CONTACT ONLY.

IF THERE ARE ANY QUESTIONS REGARDING THIS REQUEST, PLEASE
CONTACT ME ON THE BELOW LISTED NUMBER.

THANK-YOU

[REDACTED]

CONTRACT SPECIALIST

DISCONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONT

ED

PAGE

OF

MDA904-03-C-1396/0000

2

12

NAME OF OFFEROR OR CONTRACTOR

GOOGLE INC

(b) (4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>The Contractor shall provide: Google Search Appliance GB-8008 along with Silver support for a period of two years from date of award. The Government owns all hardware of this line item on this purchase.</p> <p>ACR: AA PR # A00390230000 ITEM # 0001</p>	4	EA		
0002	<p>HARDWARE REPLACEMENT OPTION: (2 Years)</p> <p>The Contractor shall replace any or all the Google Search Appliances in Clin 0001 above if any parts are in need of replacement, multiple times if required, for the life of this contract under this Hardware Replacement Option. There is no piece part replacement, but rather total system replacement in event of failure.</p> <p>ACR: AA PR # A00390230000 ITEM # 0002</p>	4	EA		
0003	<p>Google Professional Services, include configuration for front end, queries and result sets.</p> <p>ACR: AA PR # A00390230000 ITEM # 0003</p>	100	HR		

SECTION D - PACKAGING AND MARKING**D.1 352.247-9002 PACKAGING AND PACKING (JAN 1997) - ALTERNATE I (JAN 1997)**

Packaging and packing shall be in accordance with the Contractor's best commercial practice for domestic shipment to insure safe arrival at destination. Two copies of packing slip shall be included with shipment.

Container(s) shall be clearly marked with, at a minimum, the following:

1. Name of Contractor
2. Contract No. and Delivery Order No. (if applicable)
3. Delivery Address
4. Point of Contact (if included in Section G)
5. Piece number and total number of pieces shipped (i.e., "Box 2 of 10")

Packing slips shall contain:

1. Name of Contractor
2. Contract No. and Delivery Order No. (if applicable)*
3. Delivery Address
4. Item descriptions and part numbers matching those in the contract
5. The correct number of pieces shipped
6. Point of contact (if provided in Section G)
7. A point of contact and phone number within the company to discuss any discrepancies.

NOTE: Contractor is responsible for ensuring that the above information is included on any drop shipped deliveries.

* If the contract number begins with MDA904, only the last seven letters/numbers (plus any delivery order number, if applicable) needs to be referenced. For example, MDA904-97-C-0001 may be shown on the packing slip as 97-C-0001, and MDA904-97-D-1001, Delivery Order 0005 may be shown as 97-D-1001/0005. Contract numbers beginning with other than MDA904 shall be included in their entirety. The contract/delivery order number may be hand written on packing slip if contractor's automated system will not accommodate the entire contract number.

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE**E.1 352.232-9010 CONSTRUCTIVE ACCEPTANCE - SUPPLIES (OCT 1993)**

Due to the nature of supplies being accepted, inspection and testing requirements, shipping and acceptance terms, resources available for acceptance, or other factors relevant to this contract, acceptance of supplies required herein shall be deemed to have occurred constructively on the seventh calendar day after delivery for the purpose of determining the payment due date and computing Government interest payments pursuant to the Prompt Payment clause at 52.232-25.

(End of Clause)

E.2 352.232-9011 CONSTRUCTIVE ACCEPTANCE - SERVICES (OCT 1993)

Due to the nature of services being performed, inspection requirements, acceptance terms, resources available for acceptance, or other factors relevant to this contract, acceptance of services required herein shall be deemed to have occurred constructively on the seventh calendar day after performance for the purpose of determining the payment due date and computing Government interest payments pursuant to the Prompt Payment clause at 52.232-25.

(End of Clause)

E.3 352.246-9001 INSPECTION AND ACCEPTANCE AT DESTINATION (APR 1989)

Inspection and acceptance will be performed at destination by the Contracting Officer or duly authorized Agency personnel.

(End of Clause)

DOCID: 3419002

SECTION E - INSPECTION AND ACCEPTANCE

E.4 352.246-9003 NOTICE: MATERIAL AND WORKMANSHIP (JUL 1999)

All material incorporated in the work shall be new and the work shall be performed in a skillful and workman like efficient manner. Both materials and workmanship shall be subject to the inspection of the Contracting Officer or his duly authorized representative who may require the Contractor to correct defective workmanship or materials without cost to the Government, unless the contract specifies otherwise.

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 REFERENCED CLAUSES

The following contract clause(s) pertinent to this section is/are hereby incorporated

<u>CLAUSE NO.</u>	<u>TITLE</u>
52.247-29	F.O.B. ORIGIN (JUN 1988)

F.2 52.242-11 F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR INDICIA MAIL (FEB 1993)

(a) F.o.b. origin shipments shall be made on Government bills of lading, or, if the supplies are available, via the U.S. Postal System, using "Penalty Permit Imprint" indicia labels.

(b) If Government bills of lading are not furnished with the contract or applicable ordering document, the Contractor shall obtain them from the Contracting Officer or designated representative.

(c) Unless otherwise directed, the Contractor shall address overseas parcel post to an ultimate DOD consignee in care of a designated Army, Air Force, or Navy (fleet) post office and not to, or in care of, a transportation officer, or other activity at a CONUS water or aerial terminal for transshipment.

(End of Clause)

F.3 352.211-9000 DELIVERIES (APR 1989)

(a) The supplies called for herein shall be delivered in accordance with the applicable Time of Delivery clause.

(b) Offeror is notified that required delivery date is effective as of the date of the contract (date of award or acceptance document); accordingly, the delivery schedule must be expressed in terms of a specified number of calendar days after the date of the award (acceptance) document. An acceptance of proposal mailed (or otherwise furnished) to the successful offeror results in a binding contract. Therefore, in determining the time available for delivery the offeror should take into consideration the time required for the notice of award (acceptance) to arrive through the ordinary mails.

(End of Clause)

F.4 352.211-9001 TIME OF DELIVERY (OCT 1993)

The supplies called for herein shall be delivered on or before six weeks after date of award document.

(End of Clause)

F.5 352.211-9004 PERIOD OF PERFORMANCE (APR 1989)

This contract shall extend from date of contract award, through two years, unless performance is sooner terminated under the terms of the contract.

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE**F.6 352.215-9009 PLACE OF PERFORMANCE (OCT 1993)**

Unless the written approval of the Contracting Officer is obtained in advance, the work herein shall not be performed at any facility, other than the contractor's plant located at 2400 BayShore Parkway, Mountain View, CA, or the site of the sponsoring Agency.

(End of Clause)

F.7 352.247-9006 SHIPPING INSTRUCTIONS - DORSEY ROAD (JAN 2003)

Supplies shall be shipped to the following:

Maryland Procurement Office
Dorsey Road Warehouse
1472 Dorsey Rd., Doors 1, 2 or 3
Hanover, MD 21076
REF: MDA904-03-c-1396*
Attn: "LL15 Receiving Officer"
Piece Number and total # of pieces shipped (i.e., "Box 2 of 10")

NOTE: Schedule shipments to arrive at destination from 7:00 AM to 2:30 PM Monday through Friday, excluding Federal holidays. Call 410-691-2735 no less than 24 hours in advance of delivery for full loads, special handling, or if you would like to schedule for a specific time.

NOTE: Contractor is responsible for ensuring that the above information is included on any drop shipped deliveries.

* If the contract number begins with MDA904, only the last seven letters/numbers (plus any delivery order number, if applicable) needs to be referenced. For example, MDA904-97-C-0001 may be shown on the packing slip as 97-C-0001, and MDA904-97-D-1001, Delivery Order 0005 may be shown as 97-D-1001/0005. Contract numbers beginning with other than MDA904 shall be included in their entirety. The contract/delivery order number may be hand written on packing slip if contractor's automated system will not accommodate the entire contract number.

(End of Clause)

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ACCOUNTING AND APPROPRIATION DATA**

ACR:AA
PR#A00390230000
AA 9730100.4500 531155 888-2513 S18119 Q8080N3-03 Q8080N3-03
OBLIGATED: \$2,077,952.00

G.2 352.229-9000 NOTICE OF TAXATION (SEP 1994)

The Contractor shall provide the Contracting Officer with written notice of any proposed tax assessments, exemptions, exclusions or refunds which would increase or decrease costs or liabilities to the contractor and/or the Government. The notice shall be submitted in sufficient time to provide the Government a meaningful opportunity to assert its immunity, participate in negotiations or litigation with the taxing authority concerning the applicability of the tax, and/or adjust the parties' liability for costs according to the increase or decrease in tax.

SECTION G - CONTRACT ADMINISTRATION DATA

(End of Clause)

G.3 352.229-9001 CONTRACTOR LIABILITY FOR STATE AND LOCAL TAXES (SEP 1994)

Generally, the contractor is liable for payment of state or local taxes on this contract to the same extent that it would be liable for such taxes on a contract with a nongovernment entity. Although it may be useful for the contractor to inform the taxing authorities that the Maryland Procurement Office (MPO) is a federal government agency, this fact alone does not in and of itself create a tax exemption for the contractor. While some transactions undertaken by the contractor pursuant to this contract may be exempt from a state or local tax, it is the Contractor's responsibility to identify such exemption under the applicable statute, and to resolve the applicability of such with state or local taxing authorities.

(End of Clause)

G.4 352.232-9008 NOTICE OF PROMPT PAYMENT ACT APPLICABILITY (OCT 1993)

This contract is subject to the Prompt Payment Act, Public Law 97-177, as amended.

(End of Clause)

G.5 352.242-9000 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 1993)

(a) The Contracting Officer may appoint one or more Government employees as Contracting Officer's Representatives (COR) for technical purposes applicable to this contract. "Technical" is restricted to scientific, engineering, or field-of-discipline matters directly applicable to the work performed by the Contractor under the requirements of this contract.

(b) The appointment(s) will be in writing, signed by the Contracting Officer, and will set forth the authority granted to and the limitations on the COR. Two copies of the letter of appointment will be provided to the Contractor who shall acknowledge receipt of the appointment by immediately signing and returning one copy of the letter. Such signing shall represent the Contractor's acknowledgement of the limited authority of the COR.

(c) Appointments may be changed or revoked by the Contracting Officer. The Contracting Officer will notify the Contractor, in writing, of any such changes or revocations.

(End of Clause)

G.6 352.242-9001 CONTRACT ADMINISTRATION DATA (OCT 1993)

The Procuring Contracting Officer will retain all administration functions under this contract.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 352.204-9001 DISCLOSURE OF INFORMATION - CONTRACT (SEP 1996)

(a) DFARS 252.204-7000 and this clause shall govern any disclosure of information regarding this contract. In using information authorized by this clause, the contractor (i) shall not disclose any information concerning the sponsorship of this contract, or (ii) the nature of the Government's interest in and application of the subject matter of this contract unless this type of information is expressly allowed to be disclosed by paragraph (b) and/or (c) below, or by written approval of the cognizant Contracting Officer.

(b) The information listed below may be disclosed in proposals to United States Government Agencies in response to requests for past performance assessments: When this information is completed at time of contract award, the document shall be marked "FOR OFFICIAL USE ONLY." If any of the information that follows changes in your disclosure, the Contracting Officer must be notified in writing of the change.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

CONTRACT NUMBER: MDA904-03-C-1396

CONTRACT TYPE: FIRM FIXED PRICE

AWARD DATE: _____

GOVERNMENT CONTRACTING ACTIVITY:

MARYLAND PROCUREMENT OFFICE

9800 SAVAGE ROAD

FORT GEORGE G. MEADE, MD 20755-6000

ORIGINAL CONTRACT VALUE: \$2,077,952.00

CURRENT OR COMPLETED CONTRACT VALUE: _____

PERIOD OF PERFORMANCE: DATE OF AWARD THROUGH TWO YEARS

COMPETITIVE/NONCOMPETITIVE/FOLLOW-ON (circle, underline or highlight appropriate description)

PROGRAM TITLE: _____

part of CONTRACT EFFORT DESCRIPTION: (unclassified - as provided in solicitation package and completed as the award document)

PLACE OF PERFORMANCE: _____

POINTS OF CONTACT/PHONE NUMBER: _____

CONTRACTING OFFICER: _____

PROGRAM MANAGER: _____

(c) For additional disclosures which require specific prior approval by the Contracting Officer, once authorization to use any specific information has been approved by the Contracting Officer, the contractor is authorized to reuse such specific information without obtaining additional authorizations from the Contracting Officer. The contractor shall maintain a log of the additional uses and submit a copy of the log to the Contracting Officer when each additional disclosure is made.

(End of Clause)

H.2 352.204-9010 NOTICE: CONTRACT ADMINISTRATION AND CLOSEOUT GUIDANCE (JUL 2001)

The following guidance is provided for your use in administering and closing out the contract. When the contract is complete, the contractor shall initiate final accounting and disposition. This shall be done in accordance with the following instructions. If a portion of the instructions are not applicable to this contract, then disregard that portion.

(a) Government Furnished Property/Documents

(1) The cognizant property administration office (Defense Contract Management Command (DCMC) and/or Office of Naval Research (ONR) is designated to administer the maintenance by the contractor of official Government Property Records for all Government property/documents. See Section G - Contract Administration Data for the cognizant office for this contract.

(2) The contractor shall sign (1) copy of the shipping or inspection document acknowledging receipt of property/documents and forward same to the designated property administrator.

(3) At the end of the contract, the contractor shall submit the Government Furnished Property/Documents Inventory Schedule, requesting disposition, to the cognizant office. The cognizant property administration office shall then obtain the disposition instructions from the contracting Officer's Representative (COR), and they will forward them to the contractor. The contractor shall provide the cognizant office with a declaration that all Government furnished property/documents have been accounted for or expended (disposition is complete) in the performance of the contract. The cognizant property administration office will provide the Maryland Procurement Office (MPO) and the COR with the appropriate releases.

(b) Contractor Acquired Property. At the end of the contract, the contractor shall submit the Contractor Acquired Property list, requesting disposition, to the cognizant property administration office. This office will then obtain the disposition instructions from the COR, and then will forward them to the contractor. The contractor shall provide the cognizant office with a declaration that Contractor Acquired Property has been dispositioned as requested. The cognizant property administration office will provide the MPO and the COR with the appropriate releases.

(c) Plant Clearance. The cognizant property administration office is automatically delegated plant clearance procedures.

(d) Classified Material/Documents (DD254 on the contract). The disposition/retention action of classified holding should be initiated pursuant to paragraphs 5.1 and 5.m of the Industrial Security Manual. The inventory, shall be submitted to the Director, NSA/CSS, ATTN: _____ (the applicable COR with office designator), 9800 Savage Road, Ft. George G. Meade, Maryland 20755-6000. After compliance with the COR's disposition instructions, the contractor shall submit evidence of compliance, certified by the CSSO, to the MPO (ATTN: DA3___ (Contracting Officer's name), Maryland Procurement Office, 9800 Savage Road, Fort George G. Meade, MD 20755-6000), with a courtesy copy to Q13 and the COR.

(e) Report of Inventions and Subcontracts (Form DD882). Pursuant to the Patent Rights Clause of this contract, the contractor shall submit the DD Form 882 to the Director, NSA/CSS, ATTN: _____ (the applicable COR

SECTION H - SPECIAL CONTRACT REQUIREMENTS

with office designator), 9800 Savage Road, Ft. George G. Meade, Maryland 20755-6000, with a courtesy copy to the MPO (ATTN: DA3___(Contracting Officer's name), Maryland Procurement Office, 9800 Savage Road, Fort George G. Meade, MD 20755-6000).

(f) Final Payment

(1) For contracts requiring final DCAA audit, the contractor shall submit the final voucher with release and assignment documentation to the cognizant Defense Contract Audit Agency (DCAA) office for processing in accordance with FAR 4.804 (within 180 days).

(2) For all contracts not requiring final DCAA audit, the contractor shall submit the final invoice, DD250, to the COR for processing.

(g) Contract Data Requirements List (CDRL) - DD Form 1423. If not previously provided to the COR, the contractor shall provide the COR with status of the documentation for final resolution. This shall be submitted to the Director, NSA/CSS, ATTN:___ (the applicable COR with the office designator), 9800 Savage Road, Ft. George G. Meade, Maryland 20755-6000, with a courtesy copy to the MPO (ATTN: DA3___(Contracting Officer's name), Maryland Procurement Office, 9800 Savage Road, Fort George G. Meade, MD 20755-6000).

(h) Quick Closeout.

(1) The contractor shall review the contract for applicability of the Quick Close Out Procedures, in accordance with the FAR 42.708, and determine if this method applies. If applicable, the contractor may request, in writing, Quick Close Out authorization from the CO.

(2) The MPO will authorize Quick Closeout Procedures, if applicable. The Contractor shall then submit a copy of the letter, the final voucher, etc., directly to the cognizant DCAA office (see Section G).

(End of Clause)

H.3 352.211-9002 NOTICE : GOVERNMENT CLOSURES (DEC 1997)

(a)(1) Government Holidays:

New Year's Day - 1 January
Martin Luther King, Jr.'s Birthday - 3rd Monday in January
President's Day - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - 4 July
Labor Day - 1st Monday in September
Columbus Day - 2nd Monday in October
Veteran's Day - 11 November
Thanksgiving Day - 4th Thursday in November
Christmas Day - 25 December

(2) Any other day designated by Federal Statute, Executive Order or a Presidential proclamation.

(3) When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(4) Unless authorized by the Contracting Officer or his duly authorized representative, the contractor shall not work UNDER MPO CONTRACT at any government facility on any holiday listed above nor should any deliveries under this contract be made to an any government facility on those days.

(5) The amounts in Section B of the contract include an allowance for holidays to be observed; and, accordingly, the government will not be billed for such holidays, except when services are required by the government and are actually performed on a holiday.

(b) Administrative leave:

(1) When the Government grants administrative leave to employees as a result of inclement weather, potentially hazardous conditions, or other special circumstances, contractor personnel working at the specific facility/location granted administrative leave shall also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform the requirements of critical work already in process, if instructed by the Contracting Officer or duly authorized representative.

(2) On-site personnel working on this contract shall not be granted access to Agency installations during closure situations unless they are designated as emergency or essential personnel required to perform the requirements of critical work already in process, or are otherwise instructed by the Contracting Officer or duly authorized representative. On-site personnel at another government facility shall only be granted access under terms agreed to with that Agency.

(c) Except for emergency situations or when instructed by the Contracting Officer or duly authorized

SECTION H - SPECIAL CONTRACT REQUIREMENTS

representative, the costs associated with the period of any such Agency closure shall not be a direct reimbursable cost under this contract. If authorized in accordance with the contractor's normal accounting procedures, these costs MAY be reimbursable as an indirect cost using established indirect cost pools.

(End of Clause)

H.4 352.215-9000 NOTICE: INCORPORATION OF SECTION K BY REFERENCE (AUG 1998)

In accordance with FAR 15.204-1(b), Part IV of the Uniform Contract Format shall not be physically included in the contract, but Section K, Representations, Certifications, and Other Statements of Offerors (as completed by the Contractor) shall be deemed incorporated by reference in the contract.

(End of Clause)

H.5 352.227-9000 SOFTWARE REQUIREMENT (AUG 1996)

The Contractor warrants that, to the best of its knowledge and belief, software provided under this contract does not contain any malicious code, program, or other internal component (e.g., computer virus) which could damage, destroy, or alter software, firmware, or hardware or which could reveal any data or other information accessed through or processed by the software. Further, the Contractor shall immediately inform the Contracting Officer upon reasonable suspicion that any software provided hereunder may cause the harm described above.

The Government understands and agrees that any errors discovered in the software by the Government shall be reported to Google and governed by the terms of the support services selected by the Government in this agreement to the extent the Government Security Restrictions will permit.

(End of Clause)

H.6 352.227-9002 COMMERCIAL COMPUTER SOFTWARE - CONTRACTS (FEB 1996)

Pursuant to the requirements of Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202-1, commercial computer software to be delivered under this contract will be acquired under the Google Order Form and License Terms, dated 8/1/03, ~~has~~ attached, **06 PAGES**.

(End of Clause)

H.7 352.227-9003 YEAR 2000 COMPLIANCE - COMMERCIAL ITEMS (JUL 1999)

Definition: INFORMATION TECHNOLOGY means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This is for equipment used by the government directly or is used by a contractor under a contract with the Agency which (1) requires the use of such equipment, or (2) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources. It does NOT include any equipment that is acquired by a Federal Contractor incidental to a Federal contract.

The Contractor warrants that each information technology product delivered under this contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. All items developed or delivered under this contract are covered under this clause unless expressly noted otherwise. If the contract or DD155 contains a technology refreshment clause, successor products provided thereunder are also covered under this clause unless expressly noted otherwise. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the

SECTION H - SPECIAL CONTRACT REQUIREMENTS

contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

The Government understands and agrees that any errors discovered in the product by the Government shall be reported to Google to the extent the Government Security Restrictions permit and be governed by the terms of the support services selected by the Government in this agreement.

(End of Clause)

H.8 352.227-9005 NOTIFICATION OF FOREIGN ORIGIN SOFTWARE AND/OR FIRMWARE (OCT 1999)

Offerors/Contractor shall notify the Contracting Officer in writing if any foreign manufactured, developed, maintained and/or modified software and/or firmware will be used or included in the deliverables under this contract. Foreign-origin software and/or firmware that is merely a possible candidate for use under this contract shall also be identified. Notification pursuant to this clause must include the identity of the foreign source and the nature of the software application, and is required as soon as there is a reason to know or suspect foreign origin.

MPO reserves the right to exclude foreign-origin software and/or firmware from use under contract on a case by case basis.

(End of Clause)

H.9 352.228-9002 NOTICE : INSURANCE - WORK ON A GOVERNMENT INSTALLATION (AUG 1996)

(a) In accordance with FAR 28.307-2 the contractor shall at his own expense, procure and maintain during the entire performance period of this contract insurance of at least the kinds and minimum amounts set forth below:

Worker's Compensation and Employer's
Liability Insurance.....\$100,000

General Liability Insurance:
For Bodily Injury Liability -
Minimum Per Occurrence.....\$500,000

Automobile Liability Insurance:
Minimum Per Person.....\$200,000
Minimum Per Occurrence for Bodily Injury.....\$500,000
Minimum Per Occurrence for Property Damage.....\$20,000

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all first-tier subcontracts hereunder. The contractor shall furnish (or ensure that there has been furnished) to the Contracting Officer a current Certificate of Insurance, meeting the requirements of (b) above, for each such first-tier subcontractor, at least five (5) days prior to entry of each such subcontractor's personnel on the Government installation.

(End of Clause)

H.10 352.232-9009 DISCOUNTS FOR PROMPT PAYMENT (OCT 1993)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded the contracts/purchase orders, may include prompt payment discounts on individual invoices.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

(b) In connection with any discount offered, time will be computed (i) from date of delivery of the supplies to carrier when acceptance is at the point of origin, (ii) from date of delivery at destination or port of embarkation when delivery and acceptance are at either of these two points, or, (iii) from the date the correct invoice or voucher is received in the designated billing office whichever is later. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(End of Clause)

H.11 352.244-9000 NOTICE: SUBCONTRACTING WITH CANADIAN CONTRACTORS (OCT 1993)

Provided the sponsoring Government Activity is not disclosed, the offeror is not prohibited from subcontracting with Canadian Contractors, unless the work to be performed under any resulting contract is classified in nature.

Federal Acquisition Regulation (FAR), Part 44, Subcontracting Policies and Procedures, particularly Subpart 44.2 - Consent to Subcontract, applies.

In addition to those clauses which the prime contractor is normally required to insert in subcontracts, the following must be included, as required.

FAR 52.225-11	Restrictions on Certain Foreign Purchases (AUG 1998)
DFARS 252.225-7026	Reporting of Contract Performance Outside the United States (MAR 1998)

(End of Clause)

H.12 352.290-9008 USE OF NON-GOVERNMENT PERSONNEL BY THE MARYLAND PROCUREMENT OFFICE FOR CONTRACT CLOSEOUT (JUN 2001)

Contractor personnel who have executed a non-disclosure agreement with this office may administratively handle documentation associated with this contract for closeout purposes. Your signature on this document constitutes acknowledgement and acceptance of the Maryland Procurement Office's use of contractor personnel in the administrative closeout of this contract.

Documentation may include, but is not limited to, proprietary information, rate information, billing information and supporting documentation.

(End of Clause)

SECTION I - CONTRACT CLAUSES**I.1 REFERENCED CLAUSES**

The following contract clause(s) pertinent to this section is/are hereby incorporated

<u>CLAUSE NO.</u>	<u>TITLE</u>
52.202-01	DEFINITIONS (DEC 2001)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-05	MATERIAL REQUIREMENTS (AUG 2000)
52.211-06	BRAND NAME OR EQUAL (AUG 1999)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.212-04	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2002)
52.215-08	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)

SECTION I - CONTRACT CLAUSES

51.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS JULY 2002)
52.232-01 PAYMENTS (APR 1984)
52.232-11 EXTRAS (APR 1984)
52.232-17 INTEREST (JUN 1996)
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
52.233-03 PROTEST AFTER AWARD (AUG 1996)
52.242-13 BANKRUPTCY (JUL 1995)
52.243-01 CHANGES - FIXED-PRICE (AUG 1987)
52.244-02 SUBCONTRACTS (AUG 1998)
52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.251-01 GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-01 COMPUTER GENERATED FORMS (JAN 1991)
252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)
252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2002)
252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (DEC 2000)
252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)
I.2 51.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR: <http://www.arnet.gov/far/>
DFARS: <http://www.acq.osd.mil/dp/dars/dfars.html>

(End of Clause)

SECTION J - LIST OF ATTACHMENTS

J.1 GOOGLE ORDER FORM & LICENSE TERMS date 1 August 2003.

(End of Clause)

DOCID: 3419003



Google, Inc.
2400 Bayshore Parkway
Mountain View, California
94043
(650) 930-4187
(650) 618-1835 Fax

ORDER FORM:
Google Search
Appliance™

Approved for Release by NSA on
09-17-2007, FOIA Case # 51897

(b) (4)

Customer (Full Legal Name): Maryland Procurement Office		
Sold to:	Bill to:	Ship to:
Attention:		
Address:		
City, State, Zip:		
Phone:		
Fax:		
Email:		
Purchase Order # (Required):		VAT or applicable tax #:

Google Search Appliance™	Number of Collections	Number of Documents	Software Revision #	Price Valid Until	List Price	Quantity	Appliance Fees Per Unit
<input checked="" type="checkbox"/> GB-8008 Standard	5	15,000,000	3.4.x			4	
<input checked="" type="checkbox"/> Hardware Replacement Option	n/a	n/a	n/a			4	
<input checked="" type="checkbox"/> Professional Services (Hourly)	n/a	n/a	n/a			100	
Total Fees Due (excluding applicable taxes):							\$2,077,952
Shipping Method: UPS				Deal Type: Direct Sale			
Sales Region: U.S.				Account Manager: Jon Venverloh			

GOOGLE TO COMPLETE THIS SECTION UPON RECEIPT				
Effective Date	Shipment Date	Payment Due Date	Order Form Number	Order Form Supplement #
08/01/2003				

Order Form Terms and Conditions

- Incorporation of Online License Agreement.** This Order Form is subject to and incorporates by reference the terms and conditions of the Google, Inc. Online License Agreement for the Google Search Appliance ("Agreement"), a copy of which has been provided to Customer for review and acceptance prior to making this order. All capitalized terms used herein have the meanings stated in the Agreement, unless stated otherwise. The signatory of this Order Form represents and warrants (i) that he or she has the power and authority to accept and to bind Customer to the Agreement and these Terms and Conditions, (ii) that Customer has read and understands the Agreement and these Terms and Conditions, and (iii) that Customer hereby agrees to the Agreement and these Terms and Conditions.
- Payment Terms.** Customer shall pay Google fees in the amount and on the terms specified above, free and clear of, and without any reduction for, any and all taxes. Payment shall be subject to the terms of Section G of Contract Number MDA904-03-C-1396.

(b) (4)

Wells Fargo Bank
Palo Alto, California USA

Google, Inc.

3. **Technical Support Services ("TSS").** In consideration of Customer's payment to Google of the Fees, Google shall provide TSS for the period of time and at the level of support stated above (the "Support Period"). At any time during the Support Period, Customer may purchase additional TSS Support Incident bundles at the rate in effect at the time of purchase. All TSS shall be provided in accordance with the Google Search Appliance Technical Support Services Guidelines, located at the following uniform resource locator: <http://support.google.com>, in effect at the time such services are ordered. Unless otherwise agreed in writing, in order to receive TSS Customer agrees to provide Google with full and timely access to the Google Search Appliance at reasonable times, including shipping the Google Search Appliance to Google if requested. Failure to provide such access will be at Customer's own risk and without liability to Google.
4. **Purchase Order.** On or before the Payment Due Date, Customer shall issue a purchase order ("Purchase Order") to Google with the Purchase Order Number set forth above.
5. **Shipment.** No shipment will occur prior to Google's receipt of a complete and duly executed Order Form. If credit is denied, shipment will occur once payment has been received.
6. **Government Purchases.** The Product is a commercial product developed by Google totally at its private expense and is provided with no rights conferred except as expressly granted in the Agreement. The Product is not to be distributed, transferred, duplicated, sold, or used in any way inconsistent with any term or condition of the Agreement. Google takes these actions pursuant to rights granted by DFARS 227.7202 and FAR 12.212, AND LICENSING OF THE SEARCH APPLIANCE IS CONDITIONAL UPON THE ACCEPTANCE OF THESE TERMS.
7. **Authority.** By signing this Order Form, Customer represents and warrants that (i) it has read and understands the Google Search Appliance Online License Agreement that is incorporated by reference herein and agrees to be bound by its terms, and (ii) it has full power and authority to accept these Order Form Terms and Conditions.
8. **Evaluation Agreement.** If Customer evaluated Software and/or the Google Search Appliance pursuant to an executed Agreement for Evaluation and Trial of Software Agreement with Google, Customer hereby agrees that, notwithstanding anything in the Agreement or Google Search Appliance Technical Support Services Guidelines to the contrary, Customer is not entitled to any additional or separate Trial Period or Trial Period TSS.

Google, Inc.

Customer: Maryland Procurement Office

By: _____

By: _____

Print Name: Joan Braddi

Print Name: _____

Title: Vice President Search Appliance Sales & Support

Title: _____

Date: _____

Date: _____

DOCID: 3419003

GOOGLE, INC.
ON-LINE LICENSE AGREEMENT
 Google Search Appliance™

This Online License Agreement for the Google Search Appliance (the "Agreement") is between Google, Inc. ("Google") and the customer identified in the applicable Order Form(s) together with its Affiliates as defined herein ("Customer") which are collectively referred to herein as "You" or "Your". The Order Form(s), all related Invoices, and the Technical Support Services Guidelines, as defined herein, shall be governed by this Agreement. CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. LICENSE. Subject to the terms and conditions of this Agreement, Google grants to You (and You agree to comply with) a non-transferable, non-exclusive, limited license to use for the Term (as applicable and provided herein) (i) certain proprietary computer software identified in your Order Form in binary executable form only, known as the Google Search Appliance Software (the "Software"), that is installed in certain proprietary computer hardware (the "Hardware") and (ii) certain proprietary computer software documentation (the "Documentation"). Such use shall be restricted to creating an index of and searching for content located on a server, or servers, that is or are owned by You or operated on Your behalf; such searching capability and results made available by the Product on such authorized server or server(s) are hereby licensed to Your authorized end-users. This license specifically excludes the use of the Software to index content on any server or servers which is not or are not owned by You or operated on Your behalf. This license is further limited to indexing the number ("Number") of documents and collections, respectively, specified on Your Order Form. A license key that enables the Software may be forwarded to You electronically. The Software and Hardware are collectively referred to herein as the "Appliance". The Appliance and Documentation are collectively referred to herein as the "Product", which definition expressly excludes any search results produced by the Appliance.

2. TERM. Subject to the payment of all required nonrefundable license and service fees as listed on Your Google Order Form or invoice ("Fees") and any applicable taxes, the term of the license granted herein shall be for a two (2) year period (the "Term"), commencing on the date of shipment of the Appliance, unless terminated for breach or as otherwise set forth herein. After Google has received Fees, You may terminate this Agreement and the license hereunder at any time, without refund, by erasing all Software and Your data from the Appliance and returning the Product to Google after submitting a Return Request Form. Google may terminate this Agreement and all licenses herein (i) immediately upon written notice if You breach Section 4 (Confidentiality) or Section 5 (Restricted Use); (ii) upon ten (10) days' written notice if You fail to make any required payment when due unless such payment is made within such ten-day period; and (iii) upon thirty (30) days' written notice if You fail to cure any other breach of the Agreement within such thirty-day period.

If Your license and Agreement are terminated for breach, You must return the Product to Google via Google's authorized return shipment process for receipt within ten (10) business days of termination, unless otherwise agreed by Google in writing.

3. TECHNICAL SUPPORT SERVICES. In consideration of Your payment to Google of Fees, Google shall provide technical support services ("TSS") to You for the period ("Support Period") and at the level specified in Your Order Form and in the Technical Support Services Guidelines ("TSS Guidelines"). The TSS Guidelines may be changed by Google in its sole discretion provided that such changes do not materially adversely affect the support provided by Google with respect to Your Support Period. Such password-protected TSS Guidelines can be accessed at the following URL: <http://support.google.com>, or such other URL as Google may provide from time to time. TSS include software updates made generally available during the Support Period, including subsequent releases of the Software as defined under the TSS Guidelines. When Google makes updates available, You agree that such updates shall be installed as required by the terms of the applicable TSS Guidelines. Any copy of an update made to a physical medium to facilitate the installation of the update onto the Appliance must be erased or destroyed once installed on the Appliance. TSS also includes repair or replacement of any defective Hardware (as determined in Google's sole discretion) or Hardware that is damaged beyond normal wear and tear in shipment to You (until You acquire Limited Title, as defined in Section 5, herein), provided (i) You promptly comply with all procedures stated in the applicable TSS Guidelines or as provided by Google, and (ii) damage to the Hardware was not caused by Your abuse, misuse, accident, alteration, or unauthorized modification or installation. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FOREGOING SHALL BE GOOGLE'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR DAMAGED HARDWARE. Unless otherwise agreed in writing, in order to receive TSS You agree to provide Google with full and timely access to the Appliance as provided in the applicable TSS Guidelines. Failure to provide such access will be at Your own risk and without liability to Google.

4. CONFIDENTIAL INFORMATION. The Product (including the Software), any Order Form(s), the TSS Guidelines and this Agreement are confidential and proprietary information of Google and/or its licensors ("Confidential Information"). Neither party shall disclose or cause to be disclosed any Confidential Information of the other party, except to those employees, representatives, or contractors of the parties who require access to the Confidential Information to perform under this Agreement and who are bound by written agreement not to disclose third-party confidential or proprietary information disclosed to Customer, or as such disclosure may be required by law or governmental regulation. You agree to take adequate steps to protect all Confidential Information from unauthorized disclosure or use, including to Your contractors who are not obligated by their agreements with You to protect the confidential information and/or intellectual property rights of third parties. You acknowledge that the source and object code of the Software remains a confidential trade secret of Google and/or its licensors and that You are not entitled to review either the object code or the source code of the Software for any reason at any time. You further agree that any contractor or representative with access to the Confidential Information shall sign a non-disclosure agreement that protects the confidentiality of and intellectual property rights of Google and its licensors in the Product. Nothing in this Agreement shall prohibit or limit either party's use of information (a) previously known to it without obligation of confidence, (b) independently developed by or for it without use of or access to the other party's Confidential Information, (c) acquired by it from a third party which is not under an obligation of

DOCID: 3419003

confidence with respect to such information, or (d) which is or becomes publicly available through no breach of this Agreement. Results, analyses or other information generated in benchmarking and/or performance testing of the Product shall be Confidential Information and shall, at the request of Google, be provided to Google. Neither party shall use the name of the other party in any news release, public announcement, advertisement, or other form of publicity without securing the prior written consent of the other. Neither party shall disclose any of the terms of this Agreement to any third party without the prior written consent of the other, except to the party's auditors or attorneys, or under subpoena duly issued by a court of competent jurisdiction, or as otherwise required by law or governmental regulation. Each party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section or Section 5. In the event that Your Confidential Information is left, whether inadvertently or intentionally, in any Hardware that is returned for reasons other than defect or damage, Google shall have no liability whatsoever under this Section for such Confidential Information. If the Search Appliance is returned due to damage or defect, You will use commercially reasonable efforts to remove such Confidential Information.

5. OWNERSHIP; RESTRICTED USE. All ownership rights, title, and Intellectual Property Rights in and to the Product shall remain in Google and/or its licensors, except that title to the media and Hardware shall pass to You upon the receipt of Fees by Google ("Limited Title"). "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

Title, ownership rights, and Intellectual Property Rights in and to the content accessed through the Software are the property of the applicable content owner and may be protected by applicable copyright or other law. The Product (including the Software) is confidential and proprietary information of Google and/or its licensors. You acknowledge that the source and object code of the Software remain a confidential trade secret of Google and/or its licensors. You agree not to, or to knowingly allow others to: (i) adapt, translate, or modify the Software; (ii) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover the source or object code of the Software, except to the extent applicable laws specifically prohibit such restriction; (iii) alter the Number or create license keys that enable the Software; (iv) copy the Software except as provided in Section 3 (and any copy must contain the same copyright and other proprietary notices, legends, symbols, or labels that appear on or in the Software); (v) use the Software for High Risk Activities as described in Section 6; or (vi) sublicense, loan, sell, rent or lease the Product, or any component thereof. Any and all third party binary or source code included in the Product may be used only in conjunction with the Appliance, and such use shall be subject to all the terms and conditions of this Agreement. THE PRODUCT OR ANY PORTION THEREOF MAY NOT BE USED, COPIED, TRANSFERRED, OR MODIFIED EXCEPT AS EXPRESSLY PERMITTED BY THIS AGREEMENT.

Any trade names, trademarks, service marks, logos, trade dress, and any other distinctive symbols, labels or designs ("Brand Features") as well as any copyright or other proprietary notices appearing on or in the Product provided to You shall not be removed or altered. At Your option, the search box (or other means used by an end-user to enter a search query) and/or results pages may conspicuously display an unaltered graphic from the Google Web site (at www.google.com/stickers.html subject to the terms and conditions at www.google.com/permissions/index.html) that indicates that the search function is provided by Google and the graphic may link to the Google site located at www.google.com. Each party will submit to the other for inspection, and shall obtain approval prior to release to the public, all materials containing the other party's Brand Features (other than customer lists that include Customer's name). All use by Google of Customer's Brand Features (including any goodwill associated therewith) shall inure to the benefit of Customer and all use by Customer of Google's Brand Features (including any goodwill associated therewith) shall inure to the benefit of Google. Each party agrees not to challenge or assist others to challenge the other party's Brand Features or registration thereof (except to the extent such restriction is prohibited by law), nor shall either party attempt to register any Brand Features or domain names that are confusingly similar to those of the other party. Except as set forth in this Section, nothing in this Agreement shall grant to one party any right, title or interest in or to the other party's Brand Features.

You agree that when you acquire Limited Title to the Hardware, You shall bear all risk of loss, theft or damage of any kind to the Product and that your failure to obtain insurance for the Product at acquisition of Limited Title will be at Your own risk and without liability of any kind to Google.

You agree that You will not, nor will You knowingly allow others to, ship, divert, transship, transfer, export or re-export the Product and/or Software into any country or use it in any manner prohibited by any export control laws, restrictions, or regulations administered by the U.S. Commerce Department's Bureau of Export Administration, the U.S. Department of Treasury's Office of Foreign Assets Control or any other applicable government agency.

6. LIMITED WARRANTY. Google warrants to Customer that the Appliance will be free from defects in materials and workmanship, and will substantially conform to all material specifications attached as Exhibit A hereto for a period of ninety (90) days from the date of shipment to Customer. Google's entire liability and Customer's sole and exclusive remedy with respect to breach of this warranty will be Google's obligations as set forth in TSS Guidelines.

Exclusions. The limited warranty set forth herein will not apply to defects or errors in Product or Software that are caused by: (i) Customer's failure to follow Google's environmental, installation, operation or maintenance instructions or procedures in specifications, Documentation or the TSS Guidelines; (ii) Customer's mishandling, abuse, misuse, negligence, or improper storage.

DOCID: 3419003

servicing or operation of Product (including without limitation use with incompatible equipment), (iii) modifications, repairs or improper installations not made by Google, or (iv) power failures, surges, fire, flood, accident, actions of third parties or other like events outside Google's reasonable control. Without limiting the generality of the exclusions set forth in this section, Google does not warrant that the operation of Product will be error-free or uninterrupted.

Disclaimer. EXCEPT AS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. Google MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE PROVIDED AS PART OF, OR IN CONNECTION WITH, PRODUCT. IN ADDITION, Google EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN CUSTOMER WITH RESPECT TO PRODUCT OR ANY PART THEREOF. THE SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USES SUCH AS THE OPERATION OF NUCLEAR FACILITIES, AIR TRAFFIC CONTROL OR LIFE SUPPORT SYSTEMS, WHERE THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES").

7. LIMITATION OF LIABILITY. IN NO EVENT WILL GOOGLE OR ITS LICENSORS BE LIABLE (i) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED (INCLUDING BUT NOT LIMITED TO USE, MISUSE, INABILITY TO USE, OR INTERRUPTED USE) AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT AND WHETHER OR NOT GOOGLE WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; OR (ii) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE PRODUCT OR DESTRUCTIVE PROPERTIES OF THE PRODUCT. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. IN ANY EVENT, EXCEPT FOR (i) GOOGLE'S AND YOUR LIABILITY ARISING UNDER SECTION 4 (CONFIDENTIALITY) AND SECTION 10 (INDEMNIFICATION) AND (ii) YOUR VIOLATION OF SECTION 5 (OWNERSHIP; RESTRICTED USE), EACH OF THE PARTIES' OR GOOGLE'S LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES ON THE CORRESPONDING ORDER FORM.

8. MISCELLANEOUS. "Affiliates" shall mean any entity in which You have a 50% or greater interest, or the maximum amount allowed by local law, if less than 50%. Customer agrees that (i) any Affiliate granted any rights herein shall be bound by the terms and conditions of this Agreement and the TSS Guidelines; (ii) that the entity executing any Order Form shall be responsible for all actions of any of its Affiliates affecting any rights or obligations under this Agreement and the TSS Guidelines; and (iii) the cumulative use of the Product and TSS by the entity executing any Order Form and its Affiliates shall not exceed the licensed limits stated on each such Order Form(s) and in the TSS Guidelines. This Agreement is personal to You. You may not assign Your rights or delegate Your obligations under this Agreement, without the prior written consent of Google, except to the surviving entity in a merger or consolidation in which You participate or to a purchaser of all or substantially all of Your assets, provided that You notify Google in writing prior to such assignment, and provided that such surviving entity or purchaser shall expressly assume, in a writing promptly provided to Google, the performance of all of the terms of this Agreement. Any attempted assignment in derogation hereof shall be null and void. Upon termination, the following sections of this Agreement will survive: 4, 5, 6, 7, 8, 9 and 10. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the federal U.S. laws applicable therein, excluding its choice of law provisions, and You and Google agree to submit to the personal and exclusive jurisdiction of the courts located in Santa Clara County, California. The parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is found void and unenforceable, it shall be replaced to the extent possible with a provision that comes closest to the meaning of the original provision. The unenforceability of any provision, however, shall not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

9. U.S. GOVERNMENT RESTRICTED RIGHTS. The Product is commercial within the meaning of the applicable civilian and military Federal acquisition regulations and any supplement thereto. If the user of the Product is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Product, including technical data or manuals, is restricted by the terms, conditions and covenants contained in this Agreement. In accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies, the use of the Software is further restricted by this Google commercial software license agreement.

DOCID: 3419003

Exhibit A

Google Search Appliance (GB-8008) Technical Specifications

DEFINITIONS

Document

A document is a data file that the Google Search Appliance associates with a single URL.

Collection

The largest set of documents over which a user can perform a single search using the Google Search Appliance.

Query

A set of search terms and search options transmitted to the Google Search Appliance.

TECHNICAL SPECIFICATIONS

Languages

Arabic, Chinese (Traditional & Simplified), Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hebrew, Hungarian, Icelandic, Italian, Japanese, Korean, Latvian, Lithuanian, Norwegian, Polish, Portuguese, Romanian, Russian, Spanish, Swedish and Turkish.

File types

HTML, PDF, MS Office, Lotus and many others.

Document Size Limits

2.5MB per HTML document, 30MB per document for other file types (converted to 2.5 MB of HTML for indexing).

Document Capacity*

Up to 4M documents or 40 GB per collection; up to 15M documents or 200 GB over all collections; whichever comes first.

Query Volume*

200 queries/minute per collection peak, 150 queries/minute per collection sustained.

* These results are from lab tests using HTML documents with an average size of 3.5K, and actual results may vary.

TECHNICAL REQUIREMENTS

Administrative Console

The Google Search Appliance administrative console requires IE 5.0 or Netscape 4.0 or higher Web browser.

Power

The Google Search Appliance must be connected to a UPS (Uninterruptible Power Supply) unit to make sure that the power source is clean.

Temperature

The Google Search Appliance must be placed in a temperature-controlled data center environment, which maintains the temperature of the unit between 10 degrees Celsius and 30 degrees Celsius.

Approved for Release by NSA on
09-17-2007, FOIA Case # 51897

9800 Savage Road, Ft. Meade, MD 20755-6652
Phone: 301-688-9635 Fax: 301-688-9705
FAX IS AVAILABLE 24 HOURS A DAY

**Maryland
Procurement Office**

Fax

(b) (3) - P.L. 86-36

To: SHARON LEVY

From: [REDACTED]

Fax: 650-623-5438

Pages: Cover + 1

Phone: 650-618-1806

Date: 04/13/2004

Re: 03-C-1396

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☒ Please Reply ☐ Please Recycle

• **Comments:**

HELLO,

Please find attached awarded page 1 of P0001 for contract MDA904-03-C-1396 extending the period of service through 3 December 2005.

THANK YOU

CONTRACT SPECIALIST

DOCID: 3419004

NO.193 P.4



Google, Inc.
2400 Bayshore Parkway
Mountain View, California
94043
(850) 930-4187
(850) 618-1835 Fax

ORDER FORM:
Google Search
Appliance™

(b) (4)

Customer (Full Legal Name): Maryland Procurement Office		
Sold to:	Bill to:	Ship to:
Attention:		
Address:		
City, State, Zip:		
Phone:		
Fax:		
Email:		
Purchase Order # (Required):		VAT or applicable tax #:

Google Search Appliance™	Number of Collections	Number of Documents	Software Revision #	Price Valid Until	List Price	Quantity	Appliance Fees Per Unit
<input checked="" type="checkbox"/> GB-8008 Standard	5	15,000,000	3.4.x			4	
<input checked="" type="checkbox"/> Hardware Replacement Option	n/a	n/a	n/a			4	
<input checked="" type="checkbox"/> Professional Services (Hourly)	n/a	n/a	n/a			100	
Total Fees Due (excluding applicable taxes):							\$2,077,952
Shipping Method: UPS				Deal Type: Direct Sale			
Sales Region: U.S.				Account Manager: Jon Vanverloh			

GOOGLE TO COMPLETE THIS SECTION UPON RECEIPT				
Effective Date	Shipment Date	Payment Due Date	Order Form Number	Order Form Supplement #
06/01/2005				

Order Form Terms and Conditions

- 1. Incorporation of Online License Agreement.** This Order Form is subject to and incorporates by reference the terms and conditions of the Google, Inc. Online License Agreement for the Google Search Appliance ("Agreement"), a copy of which has been provided to Customer for review and acceptance prior to making this order. All capitalized terms used herein have the meanings stated in the Agreement, unless stated otherwise. The signatory of this Order Form represents and warrants (i) that he or she has the power and authority to accept and to bind Customer to the Agreement and these Terms and Conditions, (ii) that Customer has read and understands the Agreement and these Terms and Conditions, and (iii) that Customer hereby agrees to the Agreement and these Terms and Conditions.
- 2. Payment Terms.** Customer shall pay Google fees in the amount and on the terms specified above, free and clear of, and without any reduction for, any and all taxes. Payment shall be subject to the terms of Section G of Contract Number MDA904-03-C-1396.



MKK 25.2004 6:22PM

NO.193

P.5

(b) (4)

DOCID: 3419004

Wells Fargo Bank
Palo Alto, California USA

Google, Inc.

3. **Technical Support Services ("TSS").** In consideration of Customer's payment to Google of the Fees, Google shall provide TSS for the period of time and at the level of support stated above (the "Support Period"). At any time during the Support Period, Customer may purchase additional TSS Support Incident bundles at the rate in effect at the time of purchase. All TSS shall be provided in accordance with the Google Search Appliance Technical Support Services Guidelines, located at the following uniform resource locator: <http://support.google.com>, in effect at the time such services are ordered. Unless otherwise agreed in writing, in order to receive TSS Customer agrees to provide Google with full and timely access to the Google Search Appliance at reasonable times, including shipping the Google Search Appliance to Google if requested. Failure to provide such access will be at Customer's own risk and without liability to Google.
4. **Purchase Order.** On or before the Payment Due Date, Customer shall issue a purchase order ("Purchase Order") to Google with the Purchase Order Number set forth above.
5. **Shipment.** No shipment will occur prior to Google's receipt of a complete and duly executed Order Form. If credit is denied, shipment will occur once payment has been received.
6. **Government Purchases.** The Product is a commercial product developed by Google totally at its private expense and is provided with no rights conferred except as expressly granted in the Agreement. The Product is not to be distributed, transferred, duplicated, sold, or used in any way inconsistent with any term or condition of the Agreement. Google takes these actions pursuant to rights granted by DFARS 227.7202 and FAR 12.212, AND LICENSING OF THE SEARCH APPLIANCE IS CONDITIONAL UPON THE ACCEPTANCE OF THESE TERMS.
7. **Authority.** By signing this Order Form, Customer represents and warrants that (i) it has read and understands the Google Search Appliance Online License Agreement that is incorporated by reference herein and agrees to be bound by its terms, and (ii) it has full power and authority to accept these Order Form Terms and Conditions.
8. **Evaluation Agreement.** If Customer evaluated Software and/or the Google Search Appliance pursuant to an executed Agreement for Evaluation and Trial of Software Agreement with Google, Customer hereby agrees that, notwithstanding anything in the Agreement or Google Search Appliance Technical Support Services Guidelines to the contrary, Customer is not entitled to any additional or separate Trial Period or Trial Period TSS.

Google, Inc.

Customer: Maryland Procurement Office

By: _____

By: _____

Print Name: Joan Braddi

Print Name: _____

Title: Vice President Search Appliance Sales & Support

Title: _____

Date: _____

Date: _____



MAR. 26. 2004 6:23PM

NO. 193 P. 6

DOCID: 3419004

GOOGLE, INC.
ON-LINE LICENSE AGREEMENT
Google Search Appliance™

This Online License Agreement for the Google Search Appliance (the "Agreement") is between Google, Inc. ("Google") and the customer identified in the applicable Order Form(s) together with its Affiliates as defined herein ("Customer") which are collectively referred to herein as "You" or "Your". The Order Form(s), all related invoices, and the Technical Support Services Guidelines, as defined herein, shall be governed by this Agreement. CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. **LICENSE.** Subject to the terms and conditions of this Agreement, Google grants to You (and You agree to comply with) a non-transferable, non-exclusive, limited license to use for the Term (as applicable and provided herein) (i) certain proprietary computer software identified in your Order Form in binary executable form only, known as the Google Search Appliance Software (the "Software"), that is installed in certain proprietary computer hardware (the "Hardware") and (ii) certain proprietary computer software documentation (the "Documentation"). Such use shall be restricted to creating an index of and searching for content located on a server, or servers, that is or are owned by You or operated on Your behalf; such searching capability and results made available by the Product on such authorized server or server(s) are hereby licensed to Your authorized end-users. This license specifically excludes the use of the Software to index content on any server or servers which is not or are not owned by You or operated on Your behalf. This license is further limited to indexing the number ("Number") of documents and collections, respectively, specified on Your Order Form. A license key that enables the Software may be forwarded to You electronically. The Software and Hardware are collectively referred to herein as the "Appliance". The Appliance and Documentation are collectively referred to herein as the "Product", which definition expressly excludes any search results produced by the Appliance.

2. **TERM.** Subject to the payment of all required nonrefundable license and service fees as listed on Your Google Order Form or invoice ("Fees") and any applicable taxes, the term of the license granted herein shall commence upon shipment of the Appliance and continue through 03 December 2005, unless terminated for breach or as otherwise set forth herein. After Google has received Fees, You may terminate this Agreement and the license hereunder at any time, without refund, by erasing all Software and Your data from the Appliance and returning the Product to Google after submitting a Return Request Form. Google may terminate this Agreement and all licenses herein (i) immediately upon written notice if You breach Section 4 (Confidentiality) or Section 5 (Restricted Use); (ii) upon ten (10) days' written notice if You fail to make any required payment when due unless such payment is made within such ten-day period; and (iii) upon thirty (30) days' written notice if You fail to cure any other breach of the Agreement within such thirty-day period.

If Your license and Agreement are terminated for breach, You must return the Product to Google via Google's authorized return shipment process for receipt within ten (10) business days of termination, unless otherwise agreed by Google in writing.

3. **TECHNICAL SUPPORT SERVICES.** In consideration of Your payment to Google of Fees, Google shall provide technical support services ("TSS") to You for the period ("Support Period") and at the level specified in Your Order Form and in the Technical Support Services Guidelines ("TSS Guidelines"). The TSS Guidelines may be changed by Google in its sole discretion provided that such changes do not materially adversely affect the support provided by Google with respect to Your Support Period. Such password-protected TSS Guidelines can be accessed at the following URL: <http://support.google.com>, or such other URL as Google may provide from time to time. TSS include software updates made generally available during the Support Period, including subsequent releases of the Software as defined under the TSS Guidelines. When Google makes updates available, You agree that such updates shall be installed as required by the terms of the applicable TSS Guidelines. Any copy of an update made to a physical medium to facilitate the installation of the update onto the Appliance must be erased or destroyed once installed on the Appliance. TSS also includes repair or replacement of any defective Hardware (as determined in Google's sole discretion) or Hardware that is damaged beyond normal wear and tear in shipment to You (until You acquire Limited Title, as defined in Section 5, herein), provided (i) You promptly comply with all procedures stated in the applicable TSS Guidelines or as provided by Google, and (ii) damage to the Hardware was not caused by Your abuse, misuse, accident, alteration, or unauthorized modification or installation. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FOREGOING SHALL BE GOOGLE'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR DAMAGED HARDWARE. Unless otherwise agreed in writing, in order to receive TSS You agree to provide Google with full and timely access to the Appliance as provided in the applicable TSS Guidelines. Failure to provide such access will be at Your own risk and without liability to Google.

4. **CONFIDENTIAL INFORMATION.** The Product (including the Software), any Order Form(s), the TSS Guidelines and this Agreement are confidential and proprietary information of Google and/or its licensors ("Confidential Information"). Neither party shall disclose or cause to be disclosed any Confidential Information of the other party, except to those employees, representatives, or contractors of the parties who require access to the Confidential Information to perform under this Agreement and who are bound by written agreement not to disclose third-party confidential or proprietary information disclosed to Customer, or as such disclosure may be required by law or governmental regulation. You agree to take adequate steps to protect all Confidential Information from unauthorized disclosure or use, including to Your contractors who are not obligated by their agreements with You to protect the confidential information and/or intellectual property rights of third parties. You acknowledge that the source and object code of the Software remains a confidential trade secret of Google and/or its licensors and that You are not entitled to review either the object code or the source code of the Software for any reason at any time. You further agree that any contractor or representative with access to the Confidential Information shall sign a non-disclosure agreement that protects the confidentiality of and intellectual property rights of Google and its licensors in the Product. Nothing in this Agreement shall prohibit or limit either party's use of information (a) previously known to it without obligation of confidence, (b) independently developed by or for it without use of or access to the other party's Confidential Information, (c) acquired by it from a third party which is not under an obligation of



MAR. 26. 2004 6:24PM

NO.193 P.7

DOCID: 3419004

confidence with respect to such information, or (d) which is or becomes publicly available through no breach of this Agreement. Results, analyses or other information generated in benchmarking and/or performance testing of the Product shall be Confidential Information and shall, at the request of Google, be provided to Google. Neither party shall use the name of the other party in any news release, public announcement, advertisement, or other form of publicity without securing the prior written consent of the other. Neither party shall disclose any of the terms of this Agreement to any third party without the prior written consent of the other, except to the party's auditors or attorneys, or under subpoena duly issued by a court of competent jurisdiction, or as otherwise required by law or governmental regulation. Each party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section or Section 5. In the event that Your Confidential Information is lost, whether inadvertently or intentionally, in any Hardware that is returned for reasons other than defect or damage, Google shall have no liability whatsoever under this Section for such Confidential Information. If the Search Appliance is returned due to damage or defect, You will use commercially reasonable efforts to remove such Confidential Information.

5. OWNERSHIP; RESTRICTED USE. All ownership rights, title, and Intellectual Property Rights in and to the Product shall remain in Google and/or its licensors, except that title to the media and Hardware shall pass to You upon the receipt of Fees by Google ("Limited Title"). "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

Title, ownership rights, and Intellectual Property Rights in and to the content accessed through the Software are the property of the applicable content owner and may be protected by applicable copyright or other law. The Product (including the Software) is confidential and proprietary information of Google and/or its licensors. You acknowledge that the source and object code of the Software remain a confidential trade secret of Google and/or its licensors. You agree not to, or to knowingly allow others to: (i) adapt, translate, or modify the Software; (ii) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover the source or object code of the Software, except to the extent applicable laws specifically prohibit such restriction; (iii) alter the Number or create license keys that enable the Software; (iv) copy the Software except as provided in Section 3 (and any copy must contain the same copyright and other proprietary notices, legends, symbols, or labels that appear on or in the Software); (v) use the Software for High Risk Activities as described in Section 8; or (vi) sublicense, loan, sell, rent or lease the Product, or any component thereof. Any and all third party binary or source code included in the Product may be used only in conjunction with the Appliance, and such use shall be subject to all the terms and conditions of this Agreement. **THE PRODUCT OR ANY PORTION THEREOF MAY NOT BE USED, COPIED, TRANSFERRED, OR MODIFIED EXCEPT AS EXPRESSLY PERMITTED BY THIS AGREEMENT.**

Any trade names, trademarks, service marks, logos, trade dress, and any other distinctive symbols, labels or designs ("Brand Features") as well as any copyright or other proprietary notices appearing on or in the Product provided to You shall not be removed or altered. At Your option, the search box (or other means used by an end-user to enter a search query) and/or results pages may conspicuously display an unaltered graphic from the Google Web site (at www.google.com/licensors.html subject to the terms and conditions at www.google.com/permissions/index.html) that indicates that the search function is provided by Google and the graphic may link to the Google site located at www.google.com. Each party will submit to the other for inspection, and shall obtain approval prior to release to the public, all materials containing the other party's Brand Features (other than customer lists that include Customer's name). All use by Google of Customer's Brand Features (including any goodwill associated therewith) shall inure to the benefit of Customer and all use by Customer of Google's Brand Features (including any goodwill associated therewith) shall inure to the benefit of Google. Each party agrees not to challenge or assist others to challenge the other party's Brand Features or registration thereof (except to the extent such restriction is prohibited by law), nor shall either party attempt to register any Brand Features or domain names that are confusingly similar to those of the other party. Except as set forth in this Section, nothing in this Agreement shall grant to one party any right, title or interest in or to the other party's Brand Features.

You agree that when you acquire Limited Title to the Hardware, You shall bear all risk of loss, theft or damage of any kind to the Product and that your failure to obtain insurance for the Product at acquisition of Limited Title will be at Your own risk and without liability of any kind to Google.

You agree that You will not, nor will You knowingly allow others to, ship, divert, transship, transfer, export or re-export the Product and/or Software into any country or use it in any manner prohibited by any export control laws, restrictions, or regulations administered by the U.S. Commerce Department's Bureau of Export Administration, the U.S. Department of Treasury's Office of Foreign Assets Control or any other applicable government agency.

6. LIMITED WARRANTY. Google warrants to Customer that the Appliance will be free from defects in materials and workmanship, and will substantially conform to all material specifications attached as Exhibit A hereto for a period of ninety (90) days from the date of shipment to Customer. Google's entire liability and Customer's sole and exclusive remedy with respect to breach of this warranty will be Google's obligations as set forth in TSS Guidelines.

Exclusions. The limited warranty set forth herein will not apply to defects or errors in Product or Software that are caused by: (i) Customer's failure to follow Google's environmental, installation, operation or maintenance instructions or procedures in specifications, Documentation or the TSS Guidelines; (ii) Customer's mishandling, abuse, misuse, negligence, or improper storage.



MAR. 26. 2004 6:25PM

NO. 193 P. 8

DOCID: 3419004

servicing or operation of Product (including without limitation use with incompatible equipment), (iii) modifications, repairs or improper installations not made by Google, or (iv) power failures, surges, fire, flood, accident, actions of third parties or other like events outside Google's reasonable control. Without limiting the generality of the exclusions set forth in this section, Google does not warrant that the operation of Product will be error-free or uninterrupted.

Disclaimer. EXCEPT AS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. Google MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE PROVIDED AS PART OF, OR IN CONNECTION WITH, PRODUCT. IN ADDITION, Google EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN CUSTOMER WITH RESPECT TO PRODUCT OR ANY PART THEREOF. THE SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USES SUCH AS THE OPERATION OF NUCLEAR FACILITIES, AIR TRAFFIC CONTROL OR LIFE SUPPORT SYSTEMS, WHERE THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES").

7. LIMITATION OF LIABILITY. IN NO EVENT WILL GOOGLE OR ITS LICENSORS BE LIABLE (i) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED (INCLUDING BUT NOT LIMITED TO USE, MISUSE, INABILITY TO USE, OR INTERRUPTED USE) AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT AND WHETHER OR NOT GOOGLE WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; OR (ii) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE PRODUCT OR DESTRUCTIVE PROPERTIES OF THE PRODUCT. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. IN ANY EVENT, EXCEPT FOR (i) GOOGLE'S AND YOUR LIABILITY ARISING UNDER SECTION 4 (CONFIDENTIALITY) AND SECTION 10 (INDEMNIFICATION) AND (ii) YOUR VIOLATION OF SECTION 5 (OWNERSHIP: RESTRICTED USE), EACH OF THE PARTIES' OR GOOGLE'S LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES ON THE CORRESPONDING ORDER FORM.

8. MISCELLANEOUS. "Affiliates" shall mean any entity in which You have a 50% or greater interest, or the maximum amount allowed by local law, if less than 50%. Customer agrees that (i) any Affiliate granted any rights herein shall be bound by the terms and conditions of this Agreement and the TSS Guidelines; (ii) that the entity executing any Order Form shall be responsible for all actions of any of its Affiliates affecting any rights or obligations under this Agreement and the TSS Guidelines; and (iii) the cumulative use of the Product and TSS by the entity executing any Order Form and its Affiliates shall not exceed the licensed limits stated on each such Order Form(s) and in the TSS Guidelines. This Agreement is personal to You. You may not assign Your rights or delegate Your obligations under this Agreement, without the prior written consent of Google, except to the surviving entity in a merger or consolidation in which You participate or to a purchaser of all or substantially all of Your assets, provided that You notify Google in writing prior to such assignment, and provided that such surviving entity or purchaser shall expressly assume, in a writing promptly provided to Google, the performance of all of the terms of this Agreement. Any attempted assignment in derogation hereof shall be null and void. Upon termination, the following sections of this Agreement will survive: 4, 5, 6, 7, 8, 9 and 10. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the federal U.S. laws applicable therein, excluding its choice of law provisions, and You and Google agree to submit to the personal and exclusive jurisdiction of the courts located in Santa Clara County, California. The parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is found void and unenforceable, it shall be replaced to the extent possible with a provision that comes closest to the meaning of the original provision. The unenforceability of any provision, however, shall not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

9. U.S. GOVERNMENT RESTRICTED RIGHTS. The Product is commercial within the meaning of the applicable civilian and military Federal acquisition regulations and any supplement thereto. If the user of the Product is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Product, including technical data or manuals, is restricted by the terms, conditions and covenants contained in this Agreement. In accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies, the use of the Software is further restricted by this Google commercial software license agreement.



MAR 26 2004 6:26PM
DOCID: 3419004

NO.193 P.9

Exhibit A**Google Search Appliance (GS-8006) Technical Specifications****DEFINITIONS****Document**

A document is a data file that the Google Search Appliance associates with a single URL.

Collection

The largest set of documents over which a user can perform a single search using the Google Search Appliance.

Query

A set of search terms and search options transmitted to the Google Search Appliance.

TECHNICAL SPECIFICATIONS**Languages**

Arabic, Chinese (Traditional & Simplified), Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hebrew, Hungarian, Icelandic, Italian, Japanese, Korean, Latvian, Lithuanian, Norwegian, Polish, Portuguese, Romanian, Russian, Spanish, Swedish and Turkish.

File types

HTML, PDF, MS Office, Lotus and many others.

Document Size Limits

2.5MB per HTML document, 30MB per document for other file types (converted to 2.5 MB of HTML for indexing).

Document Capacity*

Up to 4M documents or 40 GB per collection; up to 15M documents or 200 GB over all collections; whichever comes first.

Query Volume*

200 queries/minute per collection peak, 150 queries/minute per collection sustained.

* These results are from lab tests using HTML documents with an average size of 3.5K, and actual results may vary.

TECHNICAL REQUIREMENTS**Administrative Console**

The Google Search Appliance administrative console requires IE 5.0 or Netscape 4.0 or higher Web browser.

Power

The Google Search Appliance must be connected to a UPS (Uninterruptible Power Supply) unit to make sure that the power source is clean.

Temperature

The Google Search Appliance must be placed in a temperature-controlled data center environment, which maintains the temperature of the unit between 10 degrees Celsius and 30 degrees Celsius.



MAR. 26. 2004 6:22PM

DOCID: 3419005
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CON

NO. 153

P. 2

T ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P 0001

12 April 2004

N/A

6. ISSUED BY

CODE

7. ADMINISTERED BY (If other than Item 6) CODE

H98230

Buyer/Symbol: [REDACTED] (BA853)

Maryland Procurement Office

9800 Savage Road (SAB3)

Fort George G. Meade, MD 20765-8523

Phone: (301)666-6635

Approved for Release by NSA on
09-17-2007, FOIA Case # 51897

(b) (4)

(b) (3)-P.L. 86-36

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)

(850)883-4187

DUNB: 000602413

ATTN: JON VENERLOH

GOOGLE INC

GOOGLE.COM

2400 BAYSHORE PARKWAY

MOUNTAIN VIEW, CA 940431103

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

MDA804-03-C-1368/0000

10B. DATED (SEE ITEM 13)

2003/08/04

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

(X) 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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
BILATERAL AGREEMENT BETWEEN THE PARTIES.

D. OTHER (Specify type of modification and authority)

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

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

A.) The purpose of this modification is to extend the period of performance of the contract thru 3 December 2005 at no additional cost to the Government, as a result the following contract clause is revised.

B.) As a result of the above the total dollar value of the contract remains unchanged as follows:

FROM: \$2,077,952.00 BY: \$0.00 TO: \$2,077,952.00

C.) Except as modified here-in all terms and conditions of the award document are in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in Item 6A or 10A, as heretofore changed, remains unchanged and in full force and effect.

18A. NAME AND TITLE OF SIGNER (Type or print)

18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Jon Brackley, UPS Senior Service

Contracting Officer

18B. CONTRACTOR/OFFEROR

18C. DATE SIGNED

18B. UNITED STATES OF AMERICA

18C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

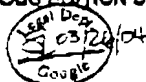
30-105

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243



2. AMENDMENT/MODIFICATION NO. P 0001	3. EFFECTIVE DATE H98230	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
---	-----------------------------	---	--------------------------------

6. ISSUED BY Buyer/Symbol: CODE DA353 Maryland Procurement Office 9800 Savage Road (SAB3) Fort George G. Meade, MD 20755-6623 Phone: (301)688-9635	7. ADMINISTERED BY (If other than Item 6) CODE H98230 (b) (3) - P.L. 86-36 (b) (4)
--	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (650)623-4187 DUNS: 060902413 ATTN: JON VENERLOH GOOGLE INC GOOGLE.COM 2400 BAYSHORE PARKWAY MOUNTAIN VIEW, CA 940431103	(X)	9A. AMENDMENT OF SOLICITATION NO.
	X	9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. MDA904-03-C-1396/0000
		10B. DATED (SEE ITEM 13) 2003/08/04

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A
--

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
(x)	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: BILATERAL AGREEMENT BETWEEN THE PARTIES.
	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.

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

A.) The purpose of this modification is to extend the period of performance of the contract thru 3 December 2005 at no additional cost to the Government, as a result the following contract clause is revised.

B.) As a result of the above the total dollar value of the contract remains unchanged as follows:
 FROM: \$2,077,952.00 BY: \$0.00 TO: \$2,077,952.00

C.) Except as modified here-in all terms and conditions of the award document are in full force and effect.

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

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

352.211-9004 PERIOD OF PERFORMANCE (APR 1989)

This contract shall extend from date of contract award, through 3 December 2005, unless performance is sooner terminated under the terms of the contract.

(End of Clause)

352.227-9002 COMMERCIAL COMPUTER SOFTWARE - CONTRACTS (FEB 1996)

Pursuant to the requirements of Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202-1, commercial computer software to be delivered under this contract will be acquired under the Google Order Form and License Terms, dated 8/1/03, as attached. The parties acknowledge and agree that Amendment P0001 amends the GOOGLE Order Form and License Agreement, Section 2, to extend the Term through December 3, 2005 as reflected in the attached Rev "A" of the GOOGLE Order Form and License Agreement, and that Rev "A" does not represent a new order between the parties.

(End of Clause)