IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ELECTRONIC PRIVACY
INFORMATION CENTER,

Plaintiff,

v.

U.S. DEPARTMENT OF JUSTICE,
et al.,

Defendants.

Civ. A. No 02-CV-0063 (CKK)

EXHIBIT A
I've read over your proposal for contracting with ChoicePoint to provide the FBI with its institutional knowledge regarding on-line public source information systems. While some things could be contracted out, others might be more appropriately done in-house through a combination of industry review by the FBI's Public Source Information Program and a couple of people from one of the ITCs. This way the FBI could conduct a much needed thorough market survey of information providers while protecting the concerns of the...

The parts of your proposal that I think are the trickiest are items 5, 6 and 7. I don't want to imply that ChoicePoint is misleading you regarding its position in the marketplace, but I'm not comfortable just accepting their statement that they are the number one service provider for any user group or that they have a considerable amount of proprietary data. If I had to bet money, I'd say that Lexis-Nexis is the industry leader for law firms and legitimate businesses because their system contains legal, public records and news information. ChoicePoint contains only public records at this time.

Below are comments regarding each of the seven points in your EC...hopefully I interpreted them correctly!!

1. Develop inventory of public source companies to include means of data compilation and percentage share.

The FBI's public source program manager should already have a fairly complete inventory of public source companies...or know where to get the information. As far as market share, that information could be obtained through any market survey the Public Source Information Working Group conducted or possibly through news sources. That type of information would probably only be available on companies such as ChoicePoint and Lexis-Nexis and not sources such as Internet sites, partly because these Internet sites are fairly new and partly because they don't do business the same way as traditional companies. The issues you are faced with are most likely the same...

It would probably to a good idea to ask a vendor to provide this type of information in addition to doing it in-house to see if we've come up with a different answer than the vendor or if they identify data sources we were not aware of.
This item could possibly be a combination of in-house and vendor-provided information. We already know what kinds of data are available through these companies (i.e. liens, judgements, real property, tax assessor). In Lexis-Nexis - and probably in ChoicePoint - the source of the information is identified on-line so we know where it comes from.

On the other hand, the various vendors make a living reselling purchased public information so they may be in a better position to know what vulnerabilities lie in various types of data. Also, they are constantly looking for new sources of data which we might not be able to stay on top of. It may be possible to write the Statement of Work in such a way as to indicate the FBI has a need to know how criminals could disguise or hide themselves within public records.

My understanding of ChoicePoint's system is that they have programs that put together a picture of an individual by searching various types of information and creating a single report. These reports can then be used for checks such as pre-credit or pre-employment. Even though other information providers may not structure their systems in the same way.

I'm not sure if I understand this item or not. My interpretation is that you want to be able to determine how long it takes for information, when inserted at the source, to appear in the systems of public source information providers. If this is what you're trying to do, it might be better to see if this is something we can do in-house. The various information providers buy data at different intervals, take different amounts of time to get the information on-line, buy information such as magazine subscriptions and telephone directories from different sources, etc.

Relying on one company to establish these types of patterns would not give us the most complete answer as to how information flows throughout the public source industry. These companies are in competition with each other for the FBI's primary public source contract. A vendor might be less than forthcoming if they were collecting information on other companies which showed others were getting updated information to their customers more quickly.

This

ChoicePoint Page 11
would require the FBI to buy subscriptions to numerous systems but the cost should not be prohibitive if the project was handled by 2-3 employees.

As far as developing a system to conduct ChoicePoint queries, I'm not sure what the purpose of that is. Queries now are conducted via stand-alone computers with modems, either through proprietary software or a secure Internet site.
Suggestions

There is little doubt that the FBI would benefit from contracting with a vendor to assist in determining which of the FBI's Public Source Information Program Manager, has regarding the major players in the public source information arena. The ones I am aware of are ChoicePoint, Lexis-Nexis and Information America. I have not heard anything about Information America lately so they may have been bought by someone else. AutoTrak, one of the vendors the FBI used to use, has been purchased by ChoicePoint.

1. Determine what documentation the FBI's Public Source Information Program Manager has regarding the major players in the public source information arena. The ones I am aware of are ChoicePoint, Lexis-Nexis and Information America. I have not heard anything about Information America lately so they may have been bought by someone else. AutoTrak, one of the vendors the FBI used to use, has been purchased by ChoicePoint.

2. Through trade magazines, other Government agencies or similar sources, try to determine what market share these companies hold, who they are marketing their systems to, etc.

3. Convene the Public Source Information Working Group to conduct a thorough evaluation of, at a minimum, ChoicePoint and Lexis-Nexis to determine the extent of national coverage for various data types, frequency of update, sources of information, etc. This will determine for you just how much of ChoicePoint's data is proprietary. I had been planning to write an EC to IRD and try to get it approved through CID, NSD, CTD and ISD requesting this type survey anyway.

4. Explore the possibility of having a team of 2-3 analysts in Savannah or Butte assigned full-time to work with this team. (I've been to the Savannah office and they have sufficient space so that they could give team members a secure place to work.) Many of the analysts in the ITCs are experts in the use of the public source information systems because they have had access to a number of them for quite some time. These individuals would be tasked with running.

   For coordination purposes, it would be best to have all participants in the same ITC. This would require purchasing accounts to Lexis-Nexis for the team members because the current contract did not allow for access such as what the ITCs formerly had. This would be a different project so it should not be a problem. Accounts would also be needed to any other identified system.

5. Write a scaled-down contract with sole source justification to hire ChoicePoint to identify the public source information system marketplace and market share and to develop standards for.

   To provide this information and the contract should be for a considerably smaller amount of
Synopsis: Request Contract Review Unit (CRU) review and approval of a proposed agreement, not exceeding $500,000.00, between the FBI and ChoicePoint, Inc., 1000 Alderman Drive, Alpharetta, Georgia 30005. Initial review and approval concerns a request for an exception to Title 41, USC, Section 253, and the Federal Acquisition Regulation, which otherwise require procurement through "full and open competition." Justification for use of non-competitive procedures is pursuant to Title 41, USC, Section 253 (c) (6), which provides that "the disclosure of the executive agency's needs would compromise the national security unless the agency is permitted to limit the number of sources from which it solicits bids or proposals." A proposed JUSTIFICATION addendum, with certifications by a Contracting Officer and Technical Specialist, is attached. CRU assistance is also requested in the preparation of an appropriate agreement to be executed by a Contracting Officer of the FBI and ChoicePoint, which would provide for a statement of services to be performed, a fee schedule, terms of confidentiality, assignment of proprietary rights, and indemnification.
JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION IN ACCORDANCE WITH TITLE 41, UNITED STATES CODE, SECTION 253 (c)(6)

1. IDENTIFICATION OF THE AGENCY AND THE CONTRACTING ACTIVITY:

The Federal Bureau of Investigation, Criminal Investigative Division, Operational Support Section, services.

2. DESCRIPTION OF ACTION:

Federal Bureau of Investigation Headquarters (FBIHQ), requests a National Security exception to contract for services with ChoicePoint, Inc., 1000 Alderman Drive, Alpharetta, Georgia 30005, a leader in the public record information industry in an amount not to exceed $500,000.00.

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JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

7. COST ANALYSIS:

The initial contract will not exceed $500,000.00. Actual price will be determined by negotiated services and a fee schedule documenting commitment of resources by ChoicePoint to address a statement of work. Because a portion of the services are unique and rely to some extent on the application of ChoicePoint's proprietary methodology to satisfy the FBI's critical needs, it will be difficult to quantify the cost without a time and manpower commitment from ChoicePoint.

There currently is no indication that the anticipated cost to the Government will be other than fair and reasonable.

8. [Redacted]

An extensive market survey would not be cost effective in light of ChoicePoint's position as an industry leader and potentially counter-productive should the FBI's interest in this matter become common knowledge in the information industry.

9. OTHER FACTORS:

The terms and conditions of the agreement will provide for confidentiality, assignment of proprietary rights and indemnification.

10. LISTING OF THE SOURCES THAT EXPRESSED A WRITTEN INTEREST IN THE ACQUISITION.

Not Applicable.
JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION IN ACCORDANCE WITH TITLE 41, UNITED STATES CODE, SECTION 253 (c)(6)

1. IDENTIFICATION OF THE AGENCY AND THE CONTRACTING ACTIVITY:

The Federal Bureau of Investigation, Criminal Investigative Division, Operational Support Section.

2. DESCRIPTION OF ACTION:

Federal Bureau of Investigation Headquarters (FBIHQ), requests a National Security exception to contract for services with ChoicePoint, Inc., 1000 Alderman Drive, Alpharetta, Georgia 30005, a leader in the public record information industry in an amount not to exceed $500,000.00.
3. DESCRIPTION OF SERVICES REQUIRED:

The initial contract will not exceed $500,000.00. Actual price will be determined by negotiated services and a fee schedule documenting commitment of resources by ChoicePoint to address a statement of work.

Prior to implementation, proposed solutions will be tested against both current industry techniques, and anticipated trends.

1)  

2)  

3)
7. COST ANALYSIS:

The initial contract will not exceed $500,000.00. Actual price will be determined by negotiated services and a fee schedule documenting commitment of resources by ChoicePoint to address a statement of work. Because a portion of the services are unique and rely to some extent on the application of ChoicePoint’s proprietary methodology to satisfy the FBI’s critical needs, it will be difficult to quantify the cost without a time and manpower commitment from ChoicePoint.

There currently is no indication that the anticipated cost to the Government will be other than fair and reasonable. C.O. will determine that the anticipated cost to the Government will be fair and reasonable.

8. An extensive market survey would not be cost effective in light of ChoicePoint’s position as an industry leader and potentially counter-productive should the FBI’s interest in this matter become common knowledge in the information industry.

9. OTHER FACTORS:

The terms and conditions of the agreement will provide for confidentiality, assignment of proprietary rights and indemnification.

10. LISTING OF THE SOURCES THAT EXPRESSED A WRITTEN INTEREST IN THE ACQUISITION.

Not Applicable. No source expressed a written intent in the acquisition.
Mike,

A few more comments.

We need to know where the $500,000 figure came from; what is it based on? Also, if it is under $500,000 or $500,000 or more as the requirement may have to go to the Contract Review Board. This won't require a change in the documents, but the contract folks will need to know this information.

1. In the E.C. (page 6), you'll need to address how any organizational conflicts of interest will be handled.

2. The documents and/or paragraphs should be marked with a classification.

3. Item 5, page 5 add this in as the last paragraph for that item: "The disclosure of the Agency's needs would compromise the National Security unless the agency is permitted to limit the number of sources from which it solicits bids or proposals."

4. Item 10, page 7, Add to the front of the sentence: "Due to the concerns for National Security delineated above, no sources were ......

$\leq 500,000

Hot Hand
page 6, after the first line, before the sentence "The initial contract will not exceed $500,000" - Insert language similar to the following:

Any future contracts with additional vendors would build on the prototype designed by ChoicePoint, but would of necessity be negotiated with each public source information provider individually. In other words ChoicePoint would not have a competitive advantage over the other suppliers of public source information as each provides services in a distinct area and each would receive its own unique contract rather than ChoicePoint receiving multiple contracts.
JUSTIFICATION FOR OTHER THAN
FULL AND OPEN COMPETITION IN ACCORDANCE
WITH TITLE 41, UNITED STATES CODE, SECTION 253 (c) (6)

1. IDENTIFICATION OF THE AGENCY AND THE CONTRACTING ACTIVITY:

The Federal Bureau of Investigation, Criminal Investigative Division, Operational Support Section.

2. DESCRIPTION OF ACTION: Federal Bureau of Investigation Headquarters (FBIHQ), requests a National Security exception to contract for services with ChoicePoint, Inc., 1000 Alderman Drive, Alpharetta, Georgia 30005, a leader in the public record information industry in an amount not to exceed $500,000.00.

CLASSIFIED DECISIONS FINALIZED
BY DEPARTMENT REVIEW COMMITTEE (DRC)
DATE: DEC. 11, 2003

ALL INFORMATION CONTAINED HERE IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.

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The Contracting Officer will determine that the anticipated cost to the Government is fair and reasonable prior to awarding the contract.

Included in the evaluation of public source information providers was a review of the types of information available, the process by which companies procure the information and the timeframe for new information to be available on-line. This evaluation indicated that ChoicePoint collects the major categories of public source information available through other companies (i.e. real property, tax assessments, telephone white and yellow pages, business records). In some cases such as driver's licenses, ChoicePoint offers more information than other vendors.

ChoicePoint also has proprietary relationships with some information sources like the insurance industry which allows only ChoicePoint to host their data.
FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE

To: Finance Division

Attn: Contracting Officer

From: Criminal Investigative Division (CID)
Operational Support Section (OSS)

Date: 06/12/2000

Approved By:

Drafted By:

Case ID #:

Title: CHOICEPOINT SERVICES AGREEMENT

***SENSITIVE DOCUMENT***
THIS COMMUNICATION HAS BEEN UPLOADED WITHOUT TEXT INTO ACS.
DO NOT DISCLOSE SENSITIVE INVESTIGATIVE TECHNIQUES.

Synopsis: Request Contract Review Unit (CRU) review and approval of a proposed agreement, not exceeding $500,000.00, between the FBI and ChoicePoint, Inc., 1000 Alderman Drive, Alpharetta, Georgia, 30005. Initial review and approval concerns a request for an exception to Title 41, USC, Section 253, and the Federal Acquisition Regulation, which otherwise require procurement through "full and
JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION IN ACCORDANCE WITH TITLE 41, UNITED STATES CODE, SECTION 253 (c)(6)

1. IDENTIFICATION OF THE AGENCY AND THE CONTRACTING ACTIVITY:

[The Federal Bureau of Investigation, Criminal Investigative Division, Operational Support Section.]

2. DESCRIPTION OF ACTION:

[FBI Bureau of Investigation Headquarters (FBIHQ), requests a National Security exception to contract for services with ChoicePoint, Inc., 1000 Alderman Drive, Alpharetta, Georgia 30005, a leader in the public record information industry in an amount not to exceed $500,000.00.]

[Derived from: FBI Classification Guide 3 dated 1/8/97.]

Declassify on: XL

AUG 1 2003
31834 CLK/HH
Classified by: SP5MKSB
DECLASSIFIED ON: X
For Arc release
CAT 02-0063
SECRET

ALL INFORMATION CONTAINED HERE IS UNCLASSIFIED EXCEPT...
JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

Notice of this proposed contract action will not be submitted for publication because the synopsis cannot be worded to preclude disclosure of the FBI's needs and such disclosure would compromise the national security through the forseeable public disclosure of classified information. (Pursuant to Part 5.202(a)(1) of the Federal Acquisition Regulation.)

7. COST ANALYSIS:

(U) The initial contract for the feasibility study will not exceed $500,000.00. Actual price will be determined by negotiated services and a fee schedule documenting commitment of resources by ChoicePoint to address a statement of work. Because a portion of the services are unique and rely to some extent on the application of ChoicePoint's proprietary methodology to satisfy the FBI's critical needs, it will be difficult to quantify the cost without a time and manpower commitment from ChoicePoint.

(U) The Contracting Officer will determine that the anticipated cost to the Government is fair and reasonable prior to awarding the contract.

8. MARKET RESEARCH:
JUSTIFICATION FOR OTHER THAN
FULL AND OPEN COMPETITION IN ACCORDANCE
WITH TITLE 41, UNITED STATES CODE, SECTION 253 (c)(6)

1. IDENTIFICATION OF THE AGENCY AND THE CONTRACTING ACTIVITY:

(S) The Federal Bureau of Investigation, Criminal
Investigative Division, Operational Support Section.

2. DESCRIPTION OF ACTION:

(Bureau of Investigation Headquarters (FBIHQ), requests a National
Security exception to contract for services with ChoicePoint, Inc.,
1000 Alderman Drive, Alpharetta, Georgia 30005, a leader in the
public record information industry in an amount not to exceed
$500,000.00.)

(S) Derived from: FBI Classification Guide 3
Declassify on: N/A

DECLASSIFIED ON: 3/18/97
Confidential

SECRET

Choicepoint page 93
JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

Notice of this proposed contract action will not be submitted for publication because the synopsis cannot be worded to preclude disclosure of the FBI's needs and such disclosure would compromise the national security through the foreseeable public disclosure of classified information. (Pursuant to Part 5.202(a)(1) of the Federal Acquisition Regulation.)

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The initial contract for the feasibility study will not exceed $500,000.00. Actual price will be determined by negotiated services and a fee schedule documenting commitment of resources by ChoicePoint to address a statement of work. Because a portion of the services are unique and rely to some extent on the application of ChoicePoint's proprietary methodology to satisfy the FBI's critical needs, it will be difficult to quantify the cost without a time and manpower commitment from ChoicePoint.

(U) The Contracting Officer will determine that the anticipated cost to the Government is fair and reasonable prior to awarding the contract.

8. MARKET RESEARCH:
6. Delivery Schedule: (U) The term of the contract will run for a period not to exceed six months from the date of award. ChoicePoint will submit three invoices, one each in conjunction with two mandatory progress meetings at sixty (60) day intervals from the commencement date and one at the conclusion of the contract. With each invoice, ChoicePoint will include a detailed report of activities conducted and progress achieved during the billing period. Reports should be prepared in written and electronic (IE diskette, CD ROM), etc.) format and include the dates and hours spent on project activity. Payment due dates and interest charges resulting from past due payments shall be determined in accordance with the Prompt Payment Act and applicable Federal law.

7. Government Furnished Equipment/Information: (S) The FBI will also provide the ChoicePoint chief project representative with a STU-III Type-II for telephonic communication during the duration of the contract. A user agreement must be executed and the this device will be returned to the FBI upon contract completion.

8. Security:

8.1 Personnel: ChoicePoint personnel assigned to or involved with this contract will be required, at minimum, to pass a National Agency check for access to sensitive/classified information. Security clearances to at least the "Secret" level will be required for key personnel assigned to this project.

8.2 Physical Site: See NSD

8.3 Data/Information: See NSD

8.4 STU III Communications: See NSD

9. Place Of Performance:

If ChoicePoint (contractor's) site? 
If FBI Off-site?
4. **Task/Requirements**  We should not provide the dollar value ($500,000). We should be asking them to propose a price for the effort; not asking what they can do for $500,000.

4.9 "Travel will be at the expense of CHOICEPOINT and will be done pursuant to Federal Travel Regulations." Traditionally the Government pays travel costs as other direct costs (ODCs). Usually a specific number or trips or range is given and a pot of money identified. For example 10-15 trips to Washington D.C. with a limit such as $10,000 which cannot be exceeded without the contracting officer's written authorization in advance of the trip.

5. **5.1**

6. **5.2**

7. **6.1**

Is it OK to give them a STU III, Will you be paying for the line, access charges, airtime etc? I am unfamiliar with the user agreement that must be executed; is it with NSA or FBI? There should probably be a little more detail here.

8. **8.1**

9. The place of performance will make a big difference in hourly rates, overheads etc.
same model for modality

to keep up with b2-1/67E-1

[Redacted] b2-1/67E-1

66.1/67E-1 per pot

Look at their additional cases now it generalizes

No exhibits or mid-discussion

b2-1/67E-1

still pm for 20-30

$20

9/15

[Dated]

[Redacted]
MEMORANDUM

To: [Redacted]
From: [Redacted]
Subject: Review of RFP 6297
Date: October 23, 2000

Here are my comments on the RFP:

1. C.4.9 I think we need to elaborate on the travel a little. Usually it's an
other direct cost and so much money is proposed and then put on
the contract to be drawn against. Many times we require that they
obtain Contracting Officer or COTR approval prior to travel so
that they are not taking unnecessary trips.

2. C.8 Last sentence - Is this "user agreement" some standard FBI
document or form? I am unfamiliar with a generic user agreement.

3. D.1 We should also include some security language. I know there are
special rules for sending classified stuff, double wrapping etc.

4. E.3 (a) The word "by" seems to be missing as in "conducted at destination
by COTR"

5. F.3 One year period of performance v. 9 months?

6. F.5 We will need a specific number of reports for pricing purposes -
or they can have a price for each report - say we anticipate 15
reports at $1,000 each. If we just need 14, will only need to pay
$14,000 or if we need more option for 5 more reports @ $1,000 we
can add $5,000 to the Contract. Perhaps they are just talking to
the monthly report. Technical folks have to elaborate on this
section and they need to fill in the blank here.

7. page 14 last line "of the U.S. government"

8. page 16 G.1 (b) deliverables - plural

9. Page 19 G.6 The last sentence is a little confusing - do you want the
detailed report with each monthly invoice or with just those three
invoices in conjunction with the progress meetings? See F.5.1 -
you probably want them each month, but this could be worded
clearer in G.6.

10. page 21 H.3 first line of second paragraph - Should read - "All products
developed as a result of this contract are for the exclusive use of
the FBI."
Authorization and Consent, July 1995

CP can use any invention or described in or covered by a U.S. patent

Notice and Assistance Regarding Patent and Copyright Infringement, August 1996

If any one places a claim against CP for Patent or copy right infringement, CP has to notify the Government.


Rights in Data General - June 1987

Alternate III & Alternate V

Representation of Limited Rights Data and Restricted Computer Software, May 1999

Rights in Data - Special Works, June 1987

ALL INFORMATION CONTAINED HEREIN IS CLASSIFIED DATE: 8/20/02  BY SP5 LK5B

CHOICEPOINT Page 123
C.5 PERSONNEL

C.5.1 The Contractor shall provide a project director/manager to the following qualifications: (1) a minimum of five years experience in database management and applications and (2) a minimum of three years experience in managing feasibility studies staff or organization.

C.5.2 Other Personnel

The contractor shall provide database management staff to meet the following qualifications: (1) a minimum of five years of demonstrated experience in database applications and/or public source information management; (2) minimum of three years experience in the areas of feasibility studies.

C6. Reserved? RESPONSIBILITIES OF THE GOVERNMENT

The FBI will provide to the Contractor: (1), (2)

C.7 FBI PROJECT MANAGEMENT

C.7.1 (U) The Contracting Officer’s Technical Representative (COTR), for this contract is set out in paragraph G.1.

C.8 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

The FBI will also provide the contractor's Project Director with a STU-III, Type II and secure facsimile equipment for secure telephonic/facsimile communication during the duration of the contract. The government shall provide a Class 5 or 6 safe. A user agreement must be executed and these devices shall be returned to the FBI upon contract completion.
SECTION F - DELIVERIES OR PERFORMANCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[Underlined text]

(End of clause)

F.1 52.242-15 STOP-WORK ORDER (AUG 1989)
F.2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F.3 PERIOD OF PERFORMANCE

This contract shall be effective on the date of the Contracting Officer's signature, and shall remain in effect until one year thereafter.

F.4 PLACE OF PERFORMANCE

The principal place of performance for this contract shall be: ChoicePoint, Inc., 1000 Alderman Drive, Alpharetta, GA 30005.

F.5 REPORTS

RESERVE

The Contractor shall provide a series of technical reports that will contain: A final technical report shall include, but not limited to, all items described herein plus all other data. This data will include

F.5.1 Monthly Reports

Monthly progress reports shall be submitted for the duration of the contract, as appropriate to the stage of the project. Monthly reports are due within five (5) days of the end of the reporting period. Reports should be prepared in written and electronic (i.e. diskette, CD ROM, etc.) format and include the dates and hours spent on project activity on a monthly basis.
F.5.2 Final Report

The final report shall include the description of the tasks.

There shall be prominently displayed on the cover page of the final report the following provision:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies either express or implied, or the U.S. Government."
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<td>0009</td>
<td>(U) Travel to the Washington, DC area to meet with FBI project leaders as necessary. Travel shall be on a reimbursable basis and shall be done pursuant to the Federal Travel Regulations.</td>
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<td>0010</td>
<td>(U) Develop a project timetable commensurate with the Delivery Schedule.</td>
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<td>(U) Reimbursable travel (not to exceed) $10,000.00</td>
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<td>0012</td>
<td>(u)x Eight (8) Monthly reports and One (1) Final report $____ each ______</td>
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| 0013  | (u)x Three (3) Progress meetings $____ each ______  
(Exclusive of travel expenses) |       |

TOTAL PRICE FOR BASE YEAR (NINE (9) MONTHS) $________
C.5 PERSONNEL

C.5.1 The Contractor shall provide a project director/manager to the following qualifications: (1) a minimum of five years experience in database management and applications and (2) a minimum of three years experience in managing feasibility studies staff or organization.

C.5.2 Other Personnel

The contractor shall provide database management staff to meet the following qualifications: (1) a minimum of five years of demonstrated experience in database applications and/or public source information management; (2) minimum of three years experience in the areas of feasibility studies.

C.6 RESPONSIBILITIES OF THE GOVERNMENT

The FBI will provide to the Contractor: (1) technical consultation service personnel to verify project progress on site. (2)

C.7 FBI PROJECT MANAGEMENT

C.7.1 (U) The Contracting Officer's Technical Representative (COTR), for this contract is set out in paragraph G.1.

C.8 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

(S) The FBI will also provide the contractor's Project Director with a STU-III, Type II and secure facsimile equipment for secure telephonic/facsimile communication during the duration of the contract. The government shall provide a Class 5 or 6 safe. A user agreement must be executed and these devices shall be returned to the FBI upon contract completion. (To be provided by FBI, Georgia Field Office personnel).

C.9 MONTHLY REPORTS/FINAL REPORT The contractor shall provide eight (8) monthly reports and one (1) final report.

C.10 PROGRESS MEETINGS Progress meetings shall be held every 90 days of the contract.
SECTION F - DELIVERIES OR PERFORMANCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

.(End of clause)

F.1 52.242-15 STOP-WORK ORDER  (AUG 1989)
F.2 52.242-17 GOVERNMENT DELAY OF WORK  (APR 1984)

F.3 PERIOD OF PERFORMANCE

This contract shall be effective on the date of the Contracting Officer's signature, and shall remain in effect until nine (9) months thereafter.

F.4 PLACE OF PERFORMANCE

The principal place of performance for this contract shall be: ChoicePoint, Inc., 1000 Alderman Drive, Alpharetta, GA 30005.

F.5 EIGHT (8) MONTHLY REPORTS

Eight (8) monthly progress reports shall be submitted for the duration of the contract, as appropriate to the stage of the project. Monthly reports are due within five (5) days of the end of the reporting period. Reports should be prepared in written and electronic (i.e. diskette, CD ROM, etc.) format and include the dates and hours spent on project activity on a monthly basis.

Choicepoint page 187
F.5.1 **ONE (1) FINAL REPORT**

The One (1) final report shall include the description of the tasks and status. The conclusion of the final report shall include all findings and recommendations of the study provided by the contractor.

There shall be prominently displayed on the cover page of the final report the following provision:

"The views and conclusion contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies either express or implied, of the U.S. Government."
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<td>necessary. Travel shall be on a reimbursable basis and shall be done</td>
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<tr>
<td></td>
<td>pursuant to the Federal Travel Regulations.</td>
<td></td>
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<tr>
<td>0010</td>
<td>(U) Develop a project timetable commensurate with the Delivery Schedule.</td>
<td></td>
</tr>
<tr>
<td>0011</td>
<td>(U) Reimbursable travel (not to exceed)</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>0012</td>
<td>(U) Eight (8) Monthly reports and One (1) Final report</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$____ each</td>
<td></td>
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<tr>
<td>0013</td>
<td>(U) Three (3) Progress meetings shall be held every 90 days.</td>
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<td>(Exclusive of travel expenses)</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL PRICE FOR BASE YEAR (NINE (9) MONTHS) $___________
C.5 PERSONNEL

C.5.1 The Contractor shall provide a project director/manager to the following qualifications: (1) a minimum of five years experience in database management and applications and (2) a minimum of three years experience in managing feasibility studies staff or organization.

C.5.2 Other Personnel

The contractor shall provide database management staff to meet the following qualifications: (1) a minimum of five years of demonstrated experience in database applications and/or public source information management; (2) minimum of three years experience in the areas of feasibility studies.

C.6 RESPONSIBILITIES OF THE GOVERNMENT

The FBI will provide to the Contractor: (1) technical consultation service personnel to verify project progress on site. (2)

C.7 FBI PROJECT MANAGEMENT

C.7.1 (U) The Contracting Officer's Technical Representative (COTR), for this contract is set out in paragraph G.1.

C.8 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

The FBI will also provide the contractor's Project Director with a STU-III, Type II and secure facsimile equipment for secure telephonic/facsimile communication during the duration of the contract. The government shall provide a Class 5 or 6 safe. A user agreement must be executed and these devices shall be returned to the FBI upon contract completion. (To be provided by FBI, Georgia Field Office personnel).

C.9 MONTHLY REPORTS/FINAL REPORT The contractor shall provide eight (8) monthly reports and one (1) final report.

C.10 PROGRESS MEETINGS Progress meetings shall be held every 90 days of the contract.
SECRET

SECTION F - DELIVERIES OR PERFORMANCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

ba-1/bte-1
(End of clause)

F.1 52.242-15 STOP-WORK ORDER  (AUG 1989)
F.2 52.242-17 GOVERNMENT DELAY OF WORK  (APR 1984)

F.3 PERIOD OF PERFORMANCE

This contract shall be effective on the date of the Contracting Officer's signature, and shall remain in effect until nine (9) months thereafter.

F.4 PLACE OF PERFORMANCE

The principal place of performance for this contract shall be: ChoicePoint, Inc., 1000 Alderman Drive, Alpharetta, GA 30005.

F.5 EIGHT (8) MONTHLY REPORTS

Eight (8) monthly progress reports shall be submitted for the duration of the contract, as appropriate to the stage of the project. Monthly reports are due within five (5) days of the end of the reporting period. Reports should be prepared in written and electronic (i.e. diskette, CD ROM, etc.) format and include the dates and hours spent on project activity on a monthly basis.
Contracting Officer
Federal Bureau of Investigation
Room 6833, 935 Pennsylvania Avenue, N. W.
Washington, DC 20535

RE: Payment from Any Other Governmental or Nongovernmental Entity

Dear [Redacted],

As part of the negotiations for ChoicePoint's effort, the Federal Bureau of Investigation has asked for assurances that ChoicePoint has not received payment from any other governmental or nongovernmental entities for the effort.

ChoicePoint hereby represents that, as of this date, it has not received payments from any other governmental or nongovernmental entities for the effort.

I hope that this assurance is helpful. Please review this letter and let me know if you have any questions or comments.

Sincerely,

ChoicePoint, Inc.
FBI Deletion
add it $500 help no.

Fri. day
1. we hold homeless NA
2. resort state
3. we pay if not above

Will you subtract Chambers?

Dad

No such plan

no past performance

X

CHOICEPOINT Page 301
You are requested to provide assurance that ChoicePoint has not received payment from any other governmental or non-governmental entities for the effort. We have provided a sample letter for this purpose; you are free to use this format or a similar format.

Sample letter

Contracting Officer
Federal Bureau of Investigation
935 Pennsylvania Ave., NW
Washington, D C. 20535

RE: Payment from Any Other Governmental or Non-governmental Entity

Dear

As part of the negotiations for ChoicePoint's effort, the Federal Bureau of Investigation has asked for assurances that ChoicePoint has not received payment from any other governmental or non-governmental entities for the effort.

ChoicePoint hereby represents that, as of this date, it has not received payments from any other governmental or non-governmental entities for the effort.

I hope that this assurance is helpful. Please review this letter and let me know if you have any questions or comments.

Sincerely,

Choicepoint, Inc.
Attachment 4

Sample Letter Regarding Payment from Any Other Governmental or NonGovernmental Entity

You are requested to provide assurance that ChoicePoint has not received any payment from any other governmental or nongovernmental entities for the effort. We have provided a sample letter for this purpose; you are free to use this format or a similar format.

Sample letter

Date

Contracting Officer  
Federal Bureau of Investigation  
935 Pennsylvania Ave., NW  
Washington, D.C. 20535

RE: Payment from Any Other Governmental or Nongovernmental Entity

Dear [Redacted],

As part of the negotiations for ChoicePoint's effort, the Federal Bureau of Investigation has asked for assurances that ChoicePoint has not received payment from any other governmental or nongovernmental entities for the effort.

ChoicePoint hereby represents that, as of this date, it has not received payments from any other governmental or nongovernmental entities for the effort.

I hope that this assurance is helpful. Please review this letter and let me know if you have any questions or comments.

Sincerely,

Choicepoint, Inc.
Contracting Officer
Federal Bureau of Investigation
Room 6833, 935 Pennsylvania Avenue, N. W.
Washington, DC  20535

RE: Payment from Any Other Governmental or Nongovernmental Entity

Dear [Name]

As part of the negotiations for ChoicePoint's [Name] effort, the Federal Bureau of Investigation has asked for assurances that ChoicePoint has not received payment from any other governmental or nongovernmental entities for the [Name] effort. [Name] has not received payments from any other governmental or nongovernmental entities for the [Name] effort.

ChoicePoint hereby represents that, as of this date, it has not received payments from any other governmental or nongovernmental entities for the [Name] effort.

I hope that this assurance is helpful. Please review this letter and let me know if you have any questions or comments.

Sincerely,

ChoicePoint, Inc.
resources for criminal law enforcement purposes.\(^5\) The result of that work was the promulgation of the DOJ Online Principles in November of 1999. While these principles state that they are intended to apply only to federal law enforcement agents enforcing criminal laws\(^6\) -- and, thus, are not controlling authority with regard to the methods use to conduct FCI investigations -- they nevertheless provide guidance and useful analogies with regard to the parameters of the Attorney General Guidelines\(^7\). Pending the promulgation of similar guidance by the Department of Justice (DOJ) concerning the use of the Internet in the conduct of FCI investigations, our advice here is based, in part, on the concepts reflected in the DOJ Online Principles. Additionally, as discussed below, with regard to the Training Unit's specific questions concerning the use of ChoicePoint in conjunction with foreign intelligence and foreign counterintelligence investigations, we have obtained the opinion of the Deputy Counsel for Intelligence Operations, Office of

\(^{5\text{(U)}}\) See Overview, Department of Justice (DOJ) Online Investigative Principles for Federal Law Enforcement Agents (November 1999) (hereinafter cited as the "DOJ Online Principles"); see also Office of the General Counsel (OGC) electronic communication (EC) to All Divisions, dated 5/25/99 and titled "FBI Principles and Policies for Online Criminal Investigations, 'FBI Principles'\/'.

\(^{6\text{(U)}}\) The Overview to the DOJ Online Principles states on page 2 that "[w]hile other agencies may find these Guidelines useful, they are intended to apply only to federal law enforcement agents enforcing criminal laws." In a similar manner, the FBI Principles state that "[t]hese Principles do not apply to FBI Foreign Counter Intelligence (FCI) or International Terrorism (IT) investigations."

\(^{7\text{(U)}}\) It almost goes without saying that there are many important legal distinctions that can be drawn between investigations conducted principally for national security purposes -- i.e., investigations undertaken to gather foreign intelligence information -- and investigations conducted to develop evidence for criminal prosecution. An exhaustive discussion of the national security caselaw in this area is beyond the scope of this opinion. Suffice it to say that the courts have long recognized that the "executive branch not only has superior expertise in the area of foreign intelligence [collection], it is also constitutionally designated as the pre-eminent authority in [the conduct] of foreign affairs." United States v. Truong Dinh Hung, 629 F.2d 908 (4th Cir. 1982). See also United States v. United States District Court (Keith), 407 U.S. 297 (1972). Consistent with his authority to prescribe regulations governing intelligence activities, the President has promulgated Executive Order 12333 which vests the Intelligence Community with legal authority to use "all reasonable and lawful means . . . to ensure that the United States will receive the best intelligence available." Executive Order 12333 is the legal basis for the Department's promulgation of the FCIG.
consistent with the language of the Attorney General Guidelines which describes "publicly available information" as information "published or broadcast for general public consumption, . . . available on request to any member of the general public, [or that which] could lawfully be seen or heard by any casual observer, or [would be] available at a meeting open to the general public." 24

To resolve this issue, we need look first to the principal source of the Attorney General Guidelines, the Foreign Intelligence Surveillance Act (FISA). 25 When Congress crafted the Act twenty-two years ago, it sought to balance the federal government's inherent power to protect the Nation's security interests with the Fourth Amendment's restrictions on law enforcement activity. 26 Mindful of past abuses, Congress placed strict limitations on the government's ability to conduct covert intelligence gathering activities without court authorization. Every application to the Foreign Intelligence Surveillance Court (FISC) to conduct some form of intelligence collection activity must, of course, meet the requirements of both the FISA and the Constitution. In this regard, each application must be signed by the head of an intelligence gathering agency, be approved by the Attorney General and be authorized by the FISC. Additionally, the target of a proposed surveillance must be a foreign power or an agent of a foreign power, the information sought must be intended for foreign intelligence purposes, and the certification signed by the head of the requesting agency must state that the information to be gathered cannot be gained by any other, less-intrusive means. In short, the FISA was written deliberately to create multiple layers of scrutiny and to place rigorous limitations on the government's otherwise vast power to gain information on U.S. citizens and other legal residents of this country. 27

24 [U] Sec. II, R, FCIG.
27 [U] id.
are not happenstance: they represent fundamental legal thresholds on the government’s ability to access information concerning U.S. citizens and other persons who reside legally in this country. Consequently, in determining the legal dimensions of the Attorney General Guidelines, we must not only observe the express language of the Guidelines, we must also ensure our interpretation of those regulations does not permit those acting for the government -- i.e., ChoicePoint -- to do something which would be impermissible if done by FBI personnel.

In our consideration of whether the FBI’s use of ChoicePoint was consistent with the Attorney General Guidelines, we also sought the opinion of the Deputy Counsel for Intelligence Operations, Office of Intelligence Policy and Review (OIPR), Department of Justice. Concerning Section III.B.5 of the Attorney General Guidelines, OIPR concluded:

The FBI may not access the ChoicePoint data prior to the 1st of the month on the theory that the data is "publicly available reference material."

***

Any contrary conclusion would have been surprising, as it appears obvious [this] information [i.e., credit bureau headers, insurance data, consumer reporting agency data, etc.] has not been "published or broad cast for general public consumption," [is] not "available on request to any member of the general public," may not "lawfully be seen or heard by any casual observer," and "[is] not made available at public meetings."

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31 Memorandum from Deputy Counsel for Intelligence Operations, Office of Intelligence Policy and Review, Department of Justice, to Associate General Counsel, Federal Bureau of Investigation, dated 01/22/01 and titled "The FBI’s Use of 'ChoicePoint' for Foreign Intelligence Collection or Foreign Counterintelligence Investigations Prior to 9/11" (Cited hereinafter as "OIPR Memorandum.")
OIPR also was asked whether it would be permissible to access ChoicePoint data prior to the
regulatory review on the ground that the FBI would merely be
"checking the records of one public agency in order to obtain
identifying data concerning an unknown person for indexing
purposes." This, too, was considered to be contrary to the
Attorney General Guidelines.

The array of information provided by
ChoicePoint in bundled fashion about a
given person necessarily includes data that
originates from a variety of public (and
private) agencies, such as the Social
Security Administration, state motor vehicle
departments, federal and state courts, and
credit bureaus."

For similar reasons, OIPR determined:

[T]he use of ChoicePoint data prior
to the regulatory review [can] not be justified as merely "collecting
information from U.S. Government agencies."

As noted, ChoicePoint's data display on a
given person extends beyond information
originating from U.S. Government agencies.

Thus, OIPR concluded that "under the Attorney General Guidelines,
the FBI may not review the described ChoicePoint data prior to
the.

We concur. In so doing, we point out that we do not perceive OIPR's opinion as
having any potential negative impact on FBI foreign intelligence

33 Sec. III.B.5.b., FCIG.
34 OIPR Memorandum.
35 (U) Id.
36 (U) Id. We further note that in reaching this conclusion, OIPR
also considered the DOJ Online Principles and determined that its analysis and
conclusions in this instance were not inconsistent with any of the analysis or
conclusions in the [DOJ Online Principles]. OIPR further advised that its
opinion concerning the FBI's use of ChoicePoint had been coordinated with the
Office of Legal Counsel, DOJ.