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FEDERAL BUREAU OF INVESTIGATION
FOIPA
DELETED PAGE INFORMATION SHEET

Page(s) withheld entirely at this location in the file. One or more of the following statements, where indicated, explain this deletion.

Deletions were made pursuant to the exemptions indicated below with no segregable material available for release to you.

Section 552

Section 552a

(b)(1)

(b)(7)(A)

(d)(5)

(b)(2)

(b)(7)(B)

(j)(2)

(b)(3)

(b)(7)(C)

(k)(1)

(b)(7)(D)

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(k)(7)

Information pertained only to a third party with no reference to the subject of your request or the subject of your request is listed in the title only.

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Pages were not considered for release as they are duplicative of _____

1 Page(s) withheld for the following reason(s): Choice part Information
contained in FBI's document.

The following number is to be used for reference regarding these pages:

Document 27

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X Deleted Page(s) X
X No Duplication Fee X
X for this

- Sample Lease → Use
- no disclosure ⇒ Non DIS
- no other \$ ⇒ use
- In Agency ⇒ use
- Class

Progress of 1993

Don't expect to
get paid in 1993

b7C

From: [redacted] b7C
To: [redacted]
Date: 7/27/00 4:13PM
Subject: b7C Non Disclosure Agreement - Rough Draft.

Please see that [redacted] gets a copy of this too, I can't find him on e-mail. Thanks

Since I won't be around for a bit, I wanted you all to have an idea about the non disclosure Agreement. I added in space for definitions of public source information and an exhibit at the back. I wanted it make it exhibit C, but that would have messed up some of the references in the document. I can fix that later. If someone could fill in the blanks with a good Definition and/or start listing items to fill in the exhibits that would be great. Anyway you can massage this or play around with it while I'm gone. Food for thought so to speak.

CC: [redacted] b7C

Handwritten notes:
A Ames
+
Wm J. [unclear]

#1945608
ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 8/30/02 BY SP5 JCK/SB

4. Public Source Information is defined as information found by user friendly comprehensive public records databases. One can locate addresses, companies, properties, vehicles, associates, phone numbers relatives and news in the systems of public source information providers. Systems search all three credit bureaus, insurance applications and claims, property records and thousands of other sources.

B. INFORMATION MARKING

1. All information which is disclosed by ChoicePoint to the FBI and which is to be protected hereunder as Proprietary Information of ChoicePoint shall:

- a) if in writing or other tangible form, be conspicuously labeled as Proprietary, Confidential or the like at the time of delivery and contain this statement: "Not to be disclosed or used outside the FBI except with written approval from ChoicePoint";
- b) if oral, be identified as Proprietary Information at the time of disclosure and, if subsequently reduced to writing by either party, the writing shall be labeled as indicated in section B(1)(a) above.

ChoicePoint shall have the right to correct any inadvertent failure to designate information as Proprietary Information by written notification to the FBI. After receiving said notification, the FBI shall from that time forward treat such information as Proprietary Information and shall protect such Proprietary Information.

2. All information which is disclosed by the FBI to ChoicePoint and which is to be protected hereunder as Sensitive Law Enforcement Information shall:

- a) if in writing or other tangible form, be conspicuously labeled as Law Enforcement Sensitive or the like at the time of delivery and contain this statement: "This information includes data that should not be disclosed outside ChoicePoint without written approval from the FBI."
- b) if oral, be identified as Sensitive Law Enforcement Information at the time of disclosure and, if subsequently reduced to writing by either party, the writing shall be labeled as indicated in section B(2)(a) above.

The FBI shall have the right to correct any inadvertent failure to designate information as Law Enforcement Sensitive by written notification to ChoicePoint. After receiving said notification,

ChoicePoint shall from that time forward treat such information as Sensitive Law Enforcement Information and shall protect such Sensitive Law Enforcement Information.

INFORMATION DISCLOSURE AND RESTRICTIONS

1. All disclosures of Proprietary or Sensitive Law Enforcement Information between the parties pursuant to this Agreement shall be made by or under the supervision of the Designated Coordinator for each party. Such Coordinators are identified in section G.

2. Subject to the provisions of section C(3) with respect to any Proprietary Information provided hereunder, the FBI shall treat such information in the following manner:

- a) restrict disclosure of Proprietary Information to only those FBI employees and other Federal employees who have a need to know the information and who have indicated their agreement to be bound by the obligations of this Agreement as evidenced by their signature on the form attached hereto as Exhibit A;
- b) restrict disclosure of Proprietary Information to only its agents, advisors, consultants, contractors and/or subcontractors who have a need to know the information and who have indicated their agreement to be bound by the obligations of this Agreement as evidenced by their signature on the form attached hereto as Exhibit A;
- c) restrict disclosure of Proprietary Information to other state or local law enforcement officials involved in the implementation of contract number _____ or who have a need to know the information and who have indicated their agreement to be bound by the obligations of this Agreement as evidenced by their signature on the form attached hereto as Exhibit A;
- d) advise all FBI employees and non-FBI employees who are members of or working with contract number _____ or who otherwise have access to the Proprietary Information, of the obligation to protect Proprietary Information provided hereunder and, as mentioned in sections C(2) (a) - C(2) (c) above, obtain the agreement of all FBI employees and non-FBI employees to be so bound as evidenced by their signature on the form attached hereto as Exhibit A;
- e) use the Proprietary Information provided hereunder only for purposes directly related to determining

requirements for contract number _____, and for no other purposes except as provided in section J of this Agreement;

- f) contest disclosure to any third party pursuant to any Freedom of Information Act request for disclosure of ChoicePoint Proprietary Information and notify ChoicePoint in writing of any such request.

3. The obligations imposed upon the FBI herein shall not apply to information, whether or not designated as Proprietary Information, which is:

- a) rightfully received from a third party without restriction and without breach of this Agreement;
- b) independently developed by the FBI without use of ChoicePoint Proprietary Information;
- c) disclosed without similar restrictions to a third party by ChoicePoint;
- d) approved in writing by ChoicePoint for disclosure;
- e) required to be disclosed by the FBI pursuant to statute, regulation, or a valid order of a court; provided, however, the FBI shall have first given notice to ChoicePoint and made an effort to obtain a protective order.

4. Subject to the provisions of section C(5) with respect to any Sensitive Law Enforcement Information provided hereunder, ChoicePoint shall treat such information in the following manner:

- a) restrict disclosure of Sensitive Law Enforcement Information to only those ChoicePoint employees who have a need to know the information and who have indicated their agreement to be bound by the obligations of this Agreement as evidenced by their signature on the form attached hereto as Exhibit A;
- b) restrict disclosure of Sensitive Law Enforcement Information to only its agents, advisors, consultants, contractors and/or subcontractors who have a need to know the information and who have indicated their agreement to be bound by the obligations of this Agreement as evidenced by their signature on the form attached hereto as Exhibit A;
- c) advise all ChoicePoint employees and ~~non-ChoicePoint~~ employees who have access to the Sensitive Law Enforcement Information of the obligation to protect

Sensitive Law Enforcement Information provided hereunder and, as mentioned in sections C(4) (a) and C(4) (b) above, obtain the agreement of all ChoicePoint ~~and non-ChoicePoint~~ employees to be so bound as evidenced by their signature on the form attached hereto as Exhibit A;

- d) use the Sensitive Law Enforcement Information provided hereunder only for purposes directly related to determining implementation requirements for Contract number _____, and for no other purposes;

5. The obligations imposed upon ChoicePoint herein shall not apply to information whether or not designated as Sensitive Law Enforcement Information, which is:

- a) rightfully received from a third party without restriction and without breach of this Agreement;
- b) independently developed by ChoicePoint without use of Sensitive Law Enforcement Information;
- c) disclosed without similar restrictions to a third party by the FBI;
- d) approved in writing by the FBI for disclosure by ChoicePoint;
- e) required to be disclosed by ChoicePoint pursuant to statute, regulation, or a valid order of a court; provided, however, ChoicePoint shall have first given notice to the FBI and made an effort to obtain a protective order.

D. INFORMATION OWNERSHIP RIGHTS

1. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license in any Proprietary Information disclosed to the FBI or in any Sensitive Law Enforcement Information disclosed to ChoicePoint. All Proprietary Information shall remain the property of ChoicePoint and shall be returned by the FBI to ChoicePoint upon written request. Likewise, all Sensitive Law Enforcement Information shall remain the property of the FBI and shall be returned by ChoicePoint to the FBI upon written request. If the parties hereto decide to enter into a reimbursement agreement as authorized by contract number _____ or any licensing arrangement regarding any Proprietary Information or present or future patent claims disclosed hereunder, it shall be done only on the basis of a separate written agreement between them. No disclosure to the FBI of any Proprietary Information hereunder shall be construed to be a public disclosure of such Proprietary

Information by ChoicePoint for any purpose whatsoever. No disclosure to ChoicePoint of any Sensitive Law Enforcement Information hereunder shall be construed to be a public disclosure of such Sensitive Law Enforcement Information by the FBI for any purpose whatsoever.

E. NO FURTHER OBLIGATIONS

1. The furnishing of any Proprietary or Sensitive Law Enforcement Information hereunder shall not obligate ChoicePoint or the FBI to enter into any further agreement or negotiation or to refrain from entering into an agreement or negotiation with any other party, provided that an agreement with any other party complies with this non-disclosure Agreement.

F. UNAUTHORIZED DISCLOSURE

1. In the event the FBI discloses, disseminates, or releases any Proprietary Information received from ChoicePoint, except as provided in this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and ChoicePoint may demand prompt return of all Proprietary Information previously provided to the FBI. The provisions of this paragraph apply in addition to any other legal rights or remedies the parties may have under Federal law.

2. In the event ChoicePoint discloses, disseminates, or releases any Sensitive Law Enforcement Information received from the FBI, except as provided in this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the FBI may demand prompt return of all Sensitive Law Enforcement Information previously provided to ChoicePoint. The provisions of this paragraph apply in addition to any other legal rights or remedies the parties may have under Federal law. {CAN WE GET SOME LIFE OR DEATH LANGUAGE FOR HERE?}

G. DESIGNATED COORDINATORS

1. The Designated Coordinators for the parties are:

For ChoicePoint: _____

For the FBI: _____

Each party may change its Designated Coordinator at any time during the term of this Agreement by notifying the Designated Coordinator for the other party in writing.

H. ENTIRE AGREEMENT, MODIFICATION, DURATION, AND TERMINATION

1. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representation with regard to the subject matter hereof. This Agreement may not be modified except by a writing signed by both parties.

2. This Agreement shall be effective from September _____, 2000 through September _____, 2004 unless amended, in writing, by mutual written agreement of the parties. Notwithstanding the above, the provisions concerning nondisclosure of Proprietary and Sensitive Law Enforcement Information received under this Agreement shall survive expiration of the term of this Agreement.

3. Upon the request of ChoicePoint or after the term of this Agreement, whichever is sooner, the FBI shall cease use of all Proprietary Information received from ChoicePoint and shall destroy all such information, including copies thereof, and shall furnish ChoicePoint with written certification of destruction, or, upon ChoicePoint's request, shall return such information to ChoicePoint.

4. Upon the request of the FBI or after the term of this Agreement, whichever is sooner, ChoicePoint shall cease use of all Sensitive Law Enforcement Information received from the FBI and shall destroy all such information, including copies thereof, and shall furnish the FBI with written certification of destruction, or, upon the FBI's request, shall return such information to the FBI.

5. Information may have been disclosed by ChoicePoint to the FBI prior to the effective date of this Agreement pursuant to the terms of a prior non-disclosure or similar agreement between the parties and the disclosure of said information was restricted (whether termed Confidential Information, Proprietary Information, or a similar term) under such agreement. Said information shall retain that status and shall be treated as Proprietary Information by the FBI under the terms of this Agreement without further action on the part of ChoicePoint.

6. Information may have been disclosed by the FBI to ChoicePoint prior to the effective date of this Agreement pursuant to the terms of a prior non-disclosure or similar agreement between the parties and the disclosure of said information was restricted (whether termed Sensitive Law Enforcement Information, Law Enforcement Sensitive Information, or a similar term) under such agreement. Said information shall retain that status and shall be treated by ChoicePoint as Sensitive Law Enforcement Information under the terms of this Agreement without further action on the part of the FBI.

I. GOVERNING LAW

1. This Agreement shall be governed by Federal law.

J. INVESTIGATIONS AND CONGRESSIONAL REQUESTS

1. Nothing in this Agreement shall prevent the FBI from using information received under this Agreement to pursue an investigation, or respond to a Congressional request or subpoena.

K. HEADINGS

1. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

ChoicePoint

By: _____

Title: _____

Date: _____

Federal Bureau of Investigation

By: _____

Title: _____

Date: _____

Exhibit A

ACKNOWLEDGMENT OF NON-DISCLOSURE OBLIGATIONS

I have read the Non-Disclosure Agreement dated _____, 2000, between ChoicePoint, Inc. and the Federal Bureau of Investigation ("ChoicePoint-FBI Agreement"). I shall be bound by the terms and conditions of the ChoicePoint-FBI Agreement, and I will not reveal any information disclosed to me pursuant to it except as provided for in the ChoicePoint-FBI Agreement.

Signature

Name

Title

Organization

Date

b7c

From: [redacted]
To: [redacted]
Date: 7/28/00 12:43PM
Subject: CP Statement Of Work

b7c

b7c

[redacted] "E" copy of SOW attached. [redacted] I have added NSD security verbage to Section 8. Please proceed with the fine tuning of the legal-ese in concert w/ [redacted]. I'm available next week to discuss whenever you're ready. [redacted] and I will continue work on fee schedule, clearances, etc. Thanx
JPS

b7c

b7c

CC: [redacted]

b7c

#945608
ALL INFO CONTAINED
HEREIN IS UNCLASSIFIED
DATE 8/20/02 BY SPS/bcl/SSB

JK

b7c

b1

From: [redacted]
To: [redacted]
Subject: Re: ChoicePoint Contract (aka [redacted])

(S) b1

That works out fine as I'll be at Cape Cod 8/18 - 8/27.
I have a meeting tentatively scheduled for 8/29 in the morning otherwise I am wide open that week. I'll try to figure out what I meant by [redacted] in the mean while.

b7c

>>> [redacted] 08/11/00 05:09PM >>>

b2

[redacted] I will be on official travel and AL for the next two weeks. I will be taking your NDA with me for further study...still not sure exactly what you need in [redacted]...I will be back on 08/28.

b7c

[redacted] has done the requisition, it was sent for signature today. I put a copy of ChoicePoint's fee estimate in Bu mail today...it's not much but may give you an idea. Clearance of CP potential contract employees is being coordinated with NSD.

b2

Let's get together week of 08/28 for a status check.

#945608
CLASSIFIED BY: SP5/NC/RSD
REASON: 1.5 (C)
8/30/02

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WHERE SHOWN OTHERWISE

~~SECRET~~



X
FBI FACSIMILE
COVER SHEET

PRECEDENCE

- Immediate
- Priority
- Routine

CLASSIFICATION

- Top Secret
- Secret
- Confidential
- Sensitive
- Unclassified

Time Transmitted: 11:30 AM
 Sender's Initials: /sls
 Number of Pages: 3
 (including cover sheet)

To: FBIHQ, CID, OSS, [REDACTED] ^{b2}
 Name of Office

Date: 08/11/00

Facsimile Number: [REDACTED] ^{b2}

Attn: [REDACTED] ^{b1 (S) (K)} ^{b7c} ROOM 4343
 Name Room Telephone

From: [REDACTED] - ATLANTA ^{b1 (S)}
 Name of Office

8/31/02
 CLASSIFIED BY: SP5UC/KSB
 REASON: 1.5 (C)
 DECLASSIFY ON: X
 #945608

Subject: CHOICEPOINT

Special Handling Instructions: PLS. HANDCARRY FAX TO [REDACTED] ^{b7c}

THANK YOU.

Originator's Name: SA [REDACTED] ^{b7c} Telephone: [REDACTED] ^{b7c}

Originator's Facsimile Number: [REDACTED] ^{b2}

Approved: _____

Brief Description of Communication Faxed: ATTACHED IS A COPY OF CHOICEPOINT'S

PROPOSED COST BREAKDOWN.

ALL INFORMATION CONTAINED
 HEREIN IS UNCLASSIFIED EXCEPT
 WHERE SHOWN OTHERWISE

DOCUMENT 32 WARNING

XXXXXX
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Section 552

Section 552a

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(b)(7)(A)

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(b)(6)

(k)(7)

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2 Page(s) withheld for the following reason(s): Choicepoint Documents

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Cheryl Pons
8/13/00

500K

Thy doctor of an.

smooth keeping

* mess with non disclosure

* Siemens / Intel.

start / progress / conversions
MS. WORD

MS icon

We keep all

Sus LE Ferguson

OS #945608

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 8/30/02 BY SP5/ck/5B

We control who gets it who +
where -

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paying ←

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user prog registry.

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FEDERAL BUREAU OF INVESTIGATION
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contained in FBI's document.

The following number is to be used for reference regarding these pages:
Document 34

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52. Data Check

Listy CTRs

meet Cernille

9/15

JS CTRP

Listy
CTR

b7c



Page 2
October 23, 2000

~~SECRET~~

11. Page 31 Section I - The following clauses are not in the contract and need to be:

Changes	52.243-1 - Alternate V
Disputes	52.233-1
Default	52.249-9
Termination	52.249-2

12. Page 31 52.203-6 Restrictions on Subcontractor *Sales to the Government*

13. I would recommend adding 52.225-13, Restrictions on Certain Foreign Purchases, required for Fixed Price Supplies & Fixed Price R&D.

14. I would recommend adding 52.225-16, Sanctioned European Union Country Services, it is a required for fixed price R&D.

15. Page 33 - What are Attachments 1 & 5?

16. What happened to page numbers after page 33?

17. On the last page something is missing from paragraph 1.7.3 - Recommend "...to meet the qualifications in *Section C and paragraph H.5.*"

We are getting there!



use 9 months

~~SECRET~~

chuck NTE travel + asky for more travel \$

user agra to be prov. dr by FBI

~~██████████~~ b7C

90
180
x90
270

add to
§ C + § B

REPORTS
+ meetings

8/30/02 #945008
CLASSIFIED BY: SP5/UC/KB
REASON: 1.5 (C)
DECLASSIFY ON: X

el make to b

~~██████████~~ b7C

* Dec 1 C ~~██████████~~ ROOM a ~~██████████~~ 5145 ~~██████████~~ b7C

date/s ~~██████████~~ copy

Ths avy come

~~██████████~~

~~██████████~~

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED EXCEPT
WHERE SHOWN OTHERWISE

b1

~~SECRET~~

From: [REDACTED]
To: [REDACTED]
Date: 11/27/00 5:31PM
Subject: Hold Harmless Verbiage

b1c

Handwritten mark resembling a stylized signature or initials.

See page 2, paragraphs 3 & 4. By the way, does this go on as an addendum or a part of the contract itself...won't we have to get additional approval [REDACTED] et al.) for the indemnification amount? Anyway, thanks much for your assistance today, you were a big help! JPS

#945008
ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 8/30/02 BY SP5/ckk/B

~~SECRET~~

PART I - THE SCHEDULE

[REDACTED] (S) b1

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT

This is a Firm-Fixed-Price (FFP) contract.

B.2 SERVICES

The Criminal Investigative Division (CID) [REDACTED] b2 has a requirement to conduct a feasibility study for a prototype methodology to meet the requirements of the Federal Bureau of Investigation's (FBI) [REDACTED] Program.

This Agreement shall not be referred to by the Contractor in bids submitted in response to invitations for bids nor become a part of any contract placed through the process of formal advertising.

B.3 PRICES/COSTS

The contractor shall provide services at the pricing as follows:

B.3.1 BASE YEAR - NINE (9) MONTHS

CLIN

DESCRIPTION

PRICE

0001

(S) [REDACTED]

1
b1

0002

(S) [REDACTED]

1

~~(S) Derived from: FBI Classification Guide 3 Dated 1/6/97~~

~~Declassify on: X1~~

8/30/02 ... 2

~~SECRET~~

b1

~~_____~~ (S)

CLIN

DESCRIPTION

PRICE

0003

(S)

[REDACTED]

0004

(S)

[REDACTED]

0005

(S)

[REDACTED]

b1

0006

(S)

[REDACTED]

0007

(S)

[REDACTED]

~~SECRET~~

~~SECRET~~

b1

~~_____~~ (S)

CLIN

DESCRIPTION

PRICE

0008

(S)

[REDACTED]

b1

0009

(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.

0010

(U) Develop a project timetable commensurate with the Delivery Schedule.

TOTAL PRICE FOR BASE YEAR NINE (9) MONTHS

\$ _____

~~SECRET~~

~~SECRET~~

b1

~~SECRET~~

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 BACKGROUND

The Federal Bureau of Investigation (FBI) requires a feasibility study for a prototype methodology to meet the requirements of the FBI's ~~_____~~ Program.

b2

(S) ~~_____~~

b1

(S) ~~_____~~

b1

C.2 OBJECTIVES

(S) ~~_____~~

b1

SECRET

[REDACTED] (S) b1

C.3 SCOPE

(S)

[REDACTED]

C.4 CONTRACTOR RESPONSIBILITIES AND TASK/REQUIREMENTS

(S)

[REDACTED]

(S)

[REDACTED]

(S)

[REDACTED]

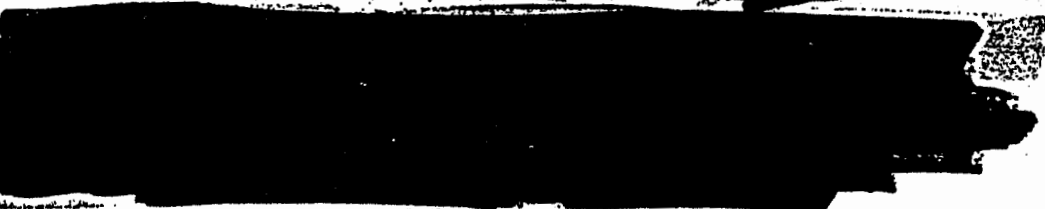
(S)


[REDACTED]


C.4.1 (S)


[REDACTED]


~~SECRET~~

C.4.2 (S)  (S) bl

C.4.3 (S) 

C.4.4 (S) 

C.4.5 (S) 

C.4.6 (S) 

C.4.7 (S) 

C.4.8 (S) 

C.4.9 (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.

C.4.10 (U) Develop a project timetable commensurate with the Delivery Schedule.

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Document 39, page 7

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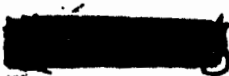
D.1 PACKAGING AND MARKING

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. The Contractor shall place the contract number on or adjacent to the exterior shipping label.

(End of Clause)

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SECTION E - INSPECTION AND ACCEPTANCE

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):

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(End of clause)

E.1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

E.2 INSPECTION AND ACCEPTANCE

(a) Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COTR or his designated representative, in accordance with FAR 52.246-4 "Inspection of Services - Fixed Price", and any other provisions specified in this contract. The Government reserves the right to conduct any inspection and tests it deems reasonably necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions will be provided to the Contractor by the Contracting Officer.

(b) Inspection will be completed within thirty (30) calendar days after completion.

(1) In the event services are of continuing nature and this contract prescribes periodic payments based upon increments of time rendered (e. g., hours or months of service), completion of services will be deemed to have occurred at the end of each whole or fractional month falling within the contract term.

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(2) In the event services are not of a continuing nature, such that this contract prescribes payment based upon fixed units delivered (e.g., characters keyed), completion will be deemed to have occurred upon delivery.

- (c) Payment will constitute notification of acceptance.
- (d) Written notification of negative inspection results will be furnished within thirty (30) days after completion.

(End of Clause)

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E.3

INSPECTION AND ACCEPTANCE

- (a) Inspection of reports will be conducted at destination COTR or his authorized designee. Inspection will consist of an examination of the report for (1) compliance with the specifications or Statement or Work, (2) thoroughness with respect to content, and (3) quality with respect to generally acceptable professional standards.
- (b) The COTR will provide the Contractor his written comments and recommendations on the content and quality of each progress report within thirty (30) calendar days after receipt of the deliverable item. A copy of the COTR's comments will be concurrently furnished to the Contracting Officer designated in the clause entitled "Contract Administration" in Section G.
- (c) The COTR will provide the Contractor his written comments and recommendations on the content of the preliminary draft copy of the Final Report within thirty (30) calendar days after receipt of that deliverable item. A copy of the COTR's comments will be concurrently furnished to the Contracting Officer designated in the clause entitled "Contract Administration" in Section G. The COTR's comments and recommendations will be addressed in the Final Report.
- (d) The COTR will review the Final Report and will, within thirty (30) calendar days, notify the Contractor, in writing, with a concurrent copy to the Contracting Officer designated in Section G, of the acceptability of the Final Report. Should the Final Report be determined unacceptable, the COTR will notify the Contracting Officer within ten (10) calendar days after receipt thereof. In such event, the COTR's inspection report shall address (1) the deficiencies noted and (2) recommendations for corrective action. Within ten (10) calendar days after receipt of the COTR's inspection report, the Contracting Officer will notify the Contractor. Failure to so inspect and provide the required notification within the time frame set forth above shall not be construed as acceptance.

(End of Clause)

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FEDERAL BUREAU OF INVESTIGATION
FOIPA
DELETED PAGE INFORMATION SHEET

Page(s) withheld entirely at this location in the file. One or more of the following statements, where indicated, explain this deletion.

Deletions were made pursuant to the exemptions indicated below with no segregable material available for release to you.

Section 552

Section 552a

(b)(1)

(b)(7)(A)

(d)(5)

(b)(2)

(b)(7)(B)

(j)(2)

(b)(3)

(b)(7)(C)

(k)(1)

(b)(7)(D)

(k)(2)

(b)(7)(E)

(k)(3)

(b)(7)(F)

(k)(4)

(b)(4)

(b)(8)

(k)(5)

(b)(5)

(b)(9)

(k)(6)

(b)(6)

(k)(7)

Information pertained only to a third party with no reference to the subject of your request or the subject of your request is listed in the title only.

Documents originated with another Government agency(ies). These documents were referred to that agency(ies) for review and direct response to you.

Pages contain information furnished by another Government agency(ies). You will be advised by the FBI as to the releasability of this information following our consultation with the other agency(ies).

Page(s) withheld inasmuch as a final release determination has not been made. You will be advised as to the disposition at a later date.

Pages were not considered for release as they are duplicative of _____

2 Page(s) withheld for the following reason(s): Choice point Information contained in FBI's document.

The following number is to be used for reference regarding these pages:

Document 39, pages 12-13

XXXXXXXXXXXXXXXXXXXX

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F.6 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the contractor encounters difficulty in meeting performance requirements, or when he/she anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government or any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.7 OBSERVANCE OF LEGAL HOLIDAYS

The U.S. Government observes the below listed days as holidays:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Inauguration Day (when applicable)

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 JAR 2852.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (Jan. 1985)

(a) Mr./Ms (to be provided upon contract award) of Room No. _____, (Building), (Address), (Area Code & Telephone No.) is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.

(b) The COTR is responsible, as applicable, for: receiving all deliverable, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

(End of Clause)

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G.2 CONTRACT ADMINISTRATION

The Contracting Officer for this contract is:

[REDACTED]

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Contracting Officer
General Contracts Unit
935 Pennsylvania Avenue, N. W., Room 6875
Washington, DC 20535

Telephone no. [REDACTED]

The Contract Administrator for this contract is:

[REDACTED]

General Contracts Unit
935 Pennsylvania Avenue, N. W., Room 6833
Washington, DC 20535

Telephone no. [REDACTED]

Written communications shall make reference to the contract and purchase order number and shall be mailed to the above address unless otherwise instructed.

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G.3 INVOICING REQUIREMENTS

Invoices shall be submitted to the Contracting Officer's Technical Representative designated in this contract to receive invoices. Invoices shall be submitted on a monthly basis. Any requirement for resubmission for payment or Contractor questions regarding payment or check identification should be directed to FBI, Contract Administrator, [REDACTED]. All follow-up invoices shall be marked "Duplicate of Original".

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A proper invoice shall include the information required by Section I, Clause 52.232-25 PROMPT PAYMENT, which includes the following:

1. Name and address of the Contractor.
2. Invoice date.
3. Contract number for services performed (including order number and contract line item number).
4. Description, quantity, unit of measure, unit price, and extended price of services performed.
5. Shipping and Payment Terms (e. g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
6. Name and address of Contractor official to whom payment is to be sent (must be same as that in the contract or in a proper notice of assignment).
7. Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.
8. Any other information or documentation required by of other requirements the contract (such as evidence of shipment).

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Additionally, each invoice shall display an INVOICE NUMBER; TAXPAYER IDENTIFYING NUMBER (TIN); AND BANKING INFORMATION NECESSARY TO FACILITATE AN ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT.

It shall be the Contractor's responsibility to include this information on each and every invoice when invoicing for full or partial services performed. If an invoice does not contain the above information, the Bureau reserves the right to reject the invoice(s) as IMPROPER and notify the vendor within seven (7) days after receipt of the invoice at the designated billing office pursuant to Section I, Clause 52.232-25 - PROMPT PAYMENT. (Resubmission of a PROPER invoice(s) will be required).

G.4 PAYMENT

Payment will be made by the Bureau's Finance Office in accordance with the Prompt Payment Act (See Section I, clause 52.232-25 - Prompt Payment) upon COTR certification of receipt of services.

G.5 WITHOLDING OF CONTRACT PAYMENTS

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services will result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor as defined by the clause entitled "Excusable Delays" or "Default" as applicable. The Government shall promptly notify the contractor of its intention to withhold payment of any invoice of voucher submitted.

G.6 ADDITIONAL INVOICING REQUIREMENTS

The contractor shall submit three (3) 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, the contractor shall include a detailed report of activities conducted and progress achieved during the billing period.

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H.1 DISCLOSURE OF DATA UNDER THE FREEDOM OF INFORMATION ACT (FOIA)

If a request for information contained in a proposal is requested under the FOIA, the Government shall have the right to disclose any information or data contained in a proposal that results in a contract to the extent provided under the FOIA, notwithstanding any restrictive legends that may have been placed upon it in accordance with other contract provisions. The Government will, before disclosure, make an administrative determination on a case-by-case basis as to whether the information request is exempt from disclosure by one of the established exceptions to the ACT. In making this determination the procedures outlined in 28 CFR, paragraph 16.7 shall be followed which, in part, affords the submitter of a proposal an opportunity to object to disclosure.

(End of Clause)

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST - GENERAL

(a) The Contractor warrants that, to the best of his knowledge and belief, and except as otherwise set forth in this contract, he does not have any organizational conflict of interest as defined in paragraph (b) below.

(b) The term "organizational conflict of interest" means a situation where a Contractor has interest, either due to its other activities or its relationship with other organizations, which place it in a position that may be unsatisfactory or unfavorable (1) from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the Contractor, or in securing the advantages of adequate competition in its procurement; or (2) from industry's standpoint in that unfair competitive advantages may accrue to the Contractor in question.

(c) The Contractor agrees that, if after award he discovers an organizational conflict of interest with respect to this contract, he shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government.

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(d) In the event that the Contractor was aware of an organization conflict of interest prior to the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract at no cost to the Government.

(End of Clause)

H.3 FINAL DISPOSITION OF MATERIALS

All materials generated during the feasibility study project, including notes, rough drafts, research data, software, and hardware, become the property of the FBI.

(S) [REDACTED]

H.4 GOVERNMENT RIGHTS IN DATA AND COPYRIGHTS b1

The government shall have unlimited rights, as delineated in the FAR clause Rights in Data - Special Works (52.227-14) which is included in Section I by reference, to all documentation and other data developed by the Contractor under this contract.

The Contractor shall not duplicate or disclose in any manner, for any purpose whatsoever, or have or permit others to do so, any documentation or other data developed and/or obtained by the Contractor under this contract. Any publications, presentations and other release of information regarding this contract must be pre-approved by the Contracting Officer.

H.5 KEY PERSONNEL

(a) The Contractor shall assign to this contract the following key personnel:

<u>POSITION/TITLE</u>	<u>NAME</u>
Project Director/Manager	To be provided at contract award

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(b) The Contractor agrees to assign to this contract those key persons whose resumes submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

(c) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. Prior to diverting the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without written consent of the Contracting Officer.

(End of Clause)

H.6 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with--

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

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H.7 ADDITIONAL SECURITY REQUIREMENTS

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[REDACTED] (S)

[REDACTED] (S)

(1) (S) [REDACTED]

(2) (S) [REDACTED]

(3) (S) [REDACTED]

(4) (S) [REDACTED]

(5) SECRET PERSONNEL SECURITY CLEARANCES:

(a) All Owners, officers, directors, executive personnel, job superintendents, and security officers of the Contractor and selected subcontractors with access to the FBI Facility or to the contract documents shall possess, as a minimum, Department of Defense, Defense Industrial Security Clearances (DISC) Facility Access Clearances at the "SECRET" level in order to be permitted access to FBI facilities or the contract documents. This shall result from FBI sponsored requests to the Defense Industrial Security Clearance Office (DISCO).

(b) Forms required shall include:

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(i) SF-86, Security Investigation Data for Sensitive Position

(ii) FD-258, two (2) completed FBI fingerprint Cards

(6) FACILITY ACCESS SECURITY CLEARANCES:

(a) All subcontractors, all job supervisors and all site workmen of the prime contractor and its subcontractors will be required at a minimum to a "FACILITY ACCESS" clearance.

(b) Forms required shall include:

(i) FD-816, FBI data form

(ii) Authority to Release Information Form

(iii) FD-484, Privacy Act Notification Statement

(iv) FD-258, Two (2) completed FBI Fingerprint Cards.

(c) Contract Security Representative. The Contractor shall designate one of his staff as Contract Security Representative (CSR). The name of the CSR shall be submitted to the FBI Contracting Officer (CO) and the Contractor will insure that the so named individual shall not be removed from this position without written approval from the CO. The CSR shall be the individual who will deal with the FBI on all security matters. For the purposes of this Project, all security matters will be handled through the FBI Contracting Officer's Technical Representative (COTR). All security clearances for the Contractor, the subcontractors, and all employees of these firms, shall be handled through the COTR.

Additionally, the CSR's responsibilities will include:

(1) Provide to the COTR all required information to obtain Security Clearances for all Contractor employees requiring access to a facility.

(2) Return all Government-issued Property to the COTR.

(i) The above described Forms and information shall be completed and delivered to the COTR by the CSR at least thirty (30) working days prior to the arrival of any individual at the FBI facility where the work is to be performed.

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(d) Background Investigation. A background investigation, the scope of which will be at the discretion of the FBI, will be conducted on all Contractor personnel. At the discretion of the FBI, personnel may also be interviewed by the FBI regarding foreign travel, associates, residences, or other matters of concern to the FBI, in deciding whether to grant access to its facilities or property. Refusal or failure to accurately complete the Forms, or to be interviewed to resolve any questionable matters, shall be deemed reasonable cause for denial of access to FBI facilities.

(e) Interim Security Clearances: will be issued within Thirty (30) calendar days after receipt of necessary Forms described in paragraph "(b)" above, unless in the opinion of the FBI Security Office, additional time is required to complete the review of background information on a contractor sponsored individual.

The COTR will advise the CSR when Security Clearances are approved.

(1) SECRET AND FACILITY ACCESS CLEARANCES WILL BE ISSUED ONLY TO UNITED STATES CITIZENS

(f) Access to FBI Facilities. Access to FBI facilities or property will be granted only after preliminary verification of the accuracy and completeness of submitted information shows no disqualifying factors.

(1) Access to FBI facilities or property will be granted only where such access is clearly consistent with the mission and responsibilities of the FBI. If, for any reason, a contract individual is denied access to any FBI facility or property, the FBI will not disclose to the Contractor the reason for denial, nor will the FBI be liable for any expense in the replacement of the individual, or any costs incurred by the Contractor, as a result of such denial.

(2) Decisions concerning granting of access to FBI facilities or property are made on a case-by-case basis. The Contractor is cautioned that individuals with criminal histories such as arrest records, felony convictions, misdemeanor convictions, or those addicted to, or abusive of, those addicted to, or abusive of, alcohol or chemicals, are likely to be denied access to the building or Job-Site. The exact nature, extent, and time passed since these incidents existed, will influence all access decisions.

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(3) Be advised illegal or undocumented aliens may be referred to other cognizant law enforcement agencies for appropriate action.

(4) Individuals initially permitted access may be excluded at a later date upon discovery of disqualifying factors resulting from detailed verification of submitted Security Information.

(g) Visitor Badges. Visitor badges will be provided for individuals who are identified as having an infrequent or temporary legitimate business need for access to the FBI facilities (i.e., delivery persons will have limited access). These individuals will be escorted at all times by FBI Personnel.

(1) THE CSR SHALL NOTIFY THE COTR AT LEAST 48 HOURS PRIOR TO ARRIVAL AT THE FBI FACILITY OF ANY INDIVIDUALS WHO WILL REQUIRE ESCORT BY FBI PERSONNEL.

(h) Escorts. No uncleared persons will be allowed temporary access to the FBI space, unless they are escorted by FBI Personnel; and, without first obtaining permission from the FBI security officer.

(i) Right To Revoke Access. The FBI reserves the right to revoke access to its facilities or property of any individual, where such access is no longer clearly consistent with the FBI's mission and responsibilities, and the Contractor agrees to immediately remove that individual from the Job-Site in such circumstances. In cases of access revocation, the FBI will inform the individual of the basis of the revocation, unless to do so would reveal classified or sensitive information, and give the individual an opportunity to explain, rebut or refute such basis in writing. Access will remain revoked pending prompt review of any such submission by the individual.

(1) The FBI shall have and exercise full and complete control over granting, denying, withholding or termination access for contract individuals.

(j) Reinvestigation. The FBI reserves the right to reinvestigate contract individuals on a periodic basis (every five years) or, where facts or information indicate that continued access may no longer be clearly consistent with the FBI's mission responsibilities.

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(1) Should the contractor receive information regarding an employee which may affect the access of that employee to an FBI facility, i.e., knowledge of arrest, felony conviction, misdemeanor conviction, use of or addiction to drugs and/or chemicals, abuse of alcohol, indebtedness, a change in or treatment of mental health, or any behavior, activities, or associations which tend to show that the individual is not reliable or trustworthy, etc.; the Contractor shall advise the FBI immediately.

(k) Access Badges. Appropriate badges will be furnished by the FBI authorizing escorted or unescorted access to the FBI facilities and property. The badge will be kept at a location to be designated by the FBI; and shall be picked up by the individual granted access upon arrival at the FBI premises. It shall be worn at all times on the upper part of the body so as to be clearly visible; and will be returned to the FBI whenever the wearer leaves FBI premises for any reasons or any length of time.

Persons who cannot produce acceptable identification, including those already cleared for access, will not be permitted to enter the FBI facility.

(1) Claims. The Government shall not be liable for any costs incurred by the Contractor, any subcontractor, or any contract employee, in the furnishing of required security information, or in complying with the FBI's security requirements during the entire term of the contract.

The Contractor agrees that no claim may be filed for Delay of Work due to any contractor, his subcontractors, or any employees thereof, failing to comply with the FBI's security requirements.

(1) The FBI reserves the right to exclude or remove from the facility any contract employee, that the FBI deems incompetent, careless, insubordinate, or who fails to meet and obey security requirements; or, whose access to the facility is deemed by the FBI to be contrary to the best interest of the FBI.

(m) Normal Working Hours. The FBI facility will be open to the contractor personnel between 6:30 a.m. and 5:30 p.m., Monday through Friday, excepting legal Federal holidays. Access will be denied at all other times.

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(n) Overtime. Work on weekends or outside of NORMAL WORKING HOURS will occur only when the COTR so approves. Requests for overtime and for access to the site outside of NORMAL WORKING HOURS shall be made in writing to the COTR not less than 5 calendar days in advance of need.

(o) Security Regulations. The Contractor agrees that the following Security Regulations will be observed by all contract personnel involved in this Project, and that the facilities and procedures described in the following paragraphs will be operative during the term of the Contract:

(1) Only United States citizens will be permitted access to FBI space. In addition, record checks will be conducted to ensure that contractor personnel, or their associates, are not involved with or engaged in drug trafficking, organized crime, or Foreign Counter-Intelligence activities.

(2) The CSR shall provide information to the COTR regarding all personnel who required, or cease to require, continuing access to FBI space. In order to permit the FBI to supply badges to allow access to the facility, the CSR shall insure each individual completes the background data Forms listed herein. The forms will be provided in advance by the FBI to the Contractor. Processing the Forms will be performed by FBI personnel at FBI expense.

(3) An indices and record check will be completed for each Contractor employee listed in paragraph "a" above.

(4) Security checks will be made on all Contractor employees requiring access to the facility. Falsification of the Forms or violation of the facility security, safety, or code-of-conduct requirements will result in access to FBI space being denied.

(5) Personnel should be aware that willfully making false statements or concealing a material fact could constitute a violation of Section 1001, Title 18, United States Code.

(6) Random personnel and vehicle property inspections will be conducted by FBI security personnel.

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H.8 TECHNICAL DIRECTION

Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the COTR, or his/her designee, specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, change work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the Statement of Work.

(2) Guidance to the Contractor which assists in the interpretation of drawings, specifications or technical portions of work description.

Technical instructions shall be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of the contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

If in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

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H.9 DISRUPTION TO THE SCHEDULE

The Contractor shall notify the Contracting Officer at any time there is or may be a disruption of any type which would delay any deliveries under the schedule. Such notification shall be provided to the COTR by telephone, as soon as the situation is known to the Contractor, and shall be followed up in writing within five (5) days.

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