

FEDERAL BUREAU OF INVESTIGATION  
FOI/PA  
DELETED PAGE INFORMATION SHEET  
Civil Action# 16-cv-01850

Total Deleted Page(s) = 3

Page 1 ~ b1 - 1; b3 - 1; b4 - 1; b6 - 1; b7C - 1; b7E - 2;

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Section 2 - Commodity or Services Schedule

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### Section 3 - Contract Clauses

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**Section 4 - List of Attachments**

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ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED EXCEPT  
WHERE SHOWN OTHERWISE**SECTION K**  
**REPRESENTATIONS AND CERTIFICATIONS**  
**SOLICITATION**  (S)b1 -1  
b3 -1  
b7E -2**K.1****52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

(U) (a) The offeror certifies that -

(U) (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(U) (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract in the case of a negotiated solicitation) unless otherwise required by law; and

(U) (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. (b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(U) (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2****52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT**

(U) (a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror -

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the

term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(U) (1) ☐ has, ☒ has not employed or retained any person or company to solicit or obtain this contract; and

(U) (2) ☐ has, ☒ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(U) (b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer -

(U) (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(U) (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

### K.3

#### 52.203-8 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY.

(U) (a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(U) (b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

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#### CERTIFICATE OF PROCUREMENT INTEGRITY

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(U) (3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

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\* Subsections 27 (a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

- (U) (c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:
- (U) (1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.
- (U) (2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.
- (U) (3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.
- (U) (4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.
- (U) (5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(U) (6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(U) (d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(U) (e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(U) (f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(U) (g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

#### K.4

### 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(U) (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(U) (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.



(U) (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.5

#### 52.204-3 TAXPAYER IDENTIFICATION

(U) (a) Definitions. "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services. "Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(U) (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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**52.204-5 WOMEN-OWNED BUSINESS.**

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(U) (b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.7

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

(U) (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its Principals--

(A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☒ within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1) (i)(B) of this provision.

(ii) The Offeror has ☐ has not ☒ within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principals," for the purposes of this certification, means officer; directors; owner; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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**52.215-6 TYPE OF BUSINESS ORGANIZATION**

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 K.9

## 52.215-20 PLACE OF PERFORMANCE

(U) (a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ☐ intends, ☒ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(U) (b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information: Place of Performance Name and Address of Owner (Street Address, City, County, and Operator of the Plant State, Zip Code) or Facility if Other than Offeror or Quoter

K.10

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 1995)

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(U) (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(U) (b) Representations.

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(U) (c) Definitions. Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

(U) Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

(U) Women-owned small business concern, as used in this provision, means a small business concern--

- (U) (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (U) (2) Whose management and daily business operations are controlled by one or more women.
- (U) (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (U) (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.11****52.222-19 WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION****K.12****52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES**

- (U) (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (U) (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (U) (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either

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for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

#### K.13

##### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The offeror represents that -

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#### K.14

##### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

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#### K.15

##### 52.223-1 CLEAN AIR AND WATER CERTIFICATION

(U) The offeror certifies that--

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(U) (b) The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

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(U) (c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every non-exempt subcontract.

#### K.16

##### 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE.

(U) (a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both.

by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (U) (b) By submission of its offer, the offeror (other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--
  - (U) (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (U) (2) Establish an ongoing drug-free awareness program to inform such employees about -
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Contractor's policy of maintaining a drug-free workplace;
    - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (U) (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;
  - (U) (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
  - (U) (5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision(b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(U) (6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(U) (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under title 18, United States Code, section 1001.

K.17

#### **52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION.**

(U) Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

(U) Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

(U) I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of 48 CFR parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision. Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

\_\_\_\_\_ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy of the cognizant Administrative Contracting Officer (ACO), and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form No. CASB DS-1. Forms may be obtained from the cognizant ACO or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

\_\_\_\_\_

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

\_\_\_\_\_ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement:

\_\_\_\_\_ Name and Address of Cognizant ACO where filed: \_\_\_\_\_ The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

\_\_\_\_\_ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\_\_\_\_\_ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

(U) II. Cost Accounting Standards - Eligibility for Modified Contract Coverage



If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

..... The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

(U) III. Additional Cost Accounting Standards Applicable to Existing Contracts.

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

..... Yes ..... No.

**K.18**

**DATA UNIVERSAL NUMBERING SYSTEM (DUNS)**

- (U) (a) The bidder/offeror is requested to insert the DUNS number applicable to the Contractor's address shown on the solicitation form.

b1 -1  
b3 -1  
b4 -1  
b7E -2

(S)

- (U) (b) If the production point (point of final assembly) is other than the location entered on the solicitation form, or if additional production points are involved, enter the DUNS number applicable at each production point in the space provided below.

Item No.	Manufacturer	Production Point	DUNS.NO.
----------	--------------	------------------	----------

- (U) (c) If DUNS numbers have not be established for the Contractor, or the production point(s) not shown above, a number will be assigned upon request by Dun & Bradstreet, Allentown, PA. Phone (800) 234-3867.

**K.19**

**52.215-11 AUTHORIZED NEGOTIATORS.**

- (U) The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the  
(U) Government in connection with this request for proposals or quotations:

Name and Title	Location	Phone
----------------	----------	-------

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (U) By signature on the solicitation form, I hereby affirm that I am authorized, on behalf of the company, to enter into binding contractual agreements with the Government; and furthermore, that the person(s) named above [ ] are, [ ] are not, likewise so authorized.

**K.20**

**FACSIMILE NUMBER**

- (U) The offeror shall indicate the telephone number (if applicable) to which the Government may send written communications electronically.

I HEREBY CERTIFY THAT THE RESPONSES TO THE ABOVE REPRESENTATIONS,

(S)

b1 -1  
b3 -1  
b6 -2  
b7C -2  
b7E -2

END OF SECTION X

FEDERAL BUREAU OF INVESTIGATION  
FOI/PA  
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ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED EXCEPT  
WHERE SHOWN OTHERWISE



**FEDERAL BUREAU OF INVESTIGATION**  
**FINANCE DIVISION | PROCUREMENT SECTION**



**JUSTIFICATION**

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION IN ACCORDANCE WITH 41 USC  
3304(A)(6)

**Requisition Number:**

**Date**

[REDACTED]  
[REDACTED] (S)

b1 -1  
b3 -1  
b4 -1  
b7E -2

**1. Identification of the agency and contracting activity.**

(X) The U.S. Department of Justice, Federal Bureau of Investigation (FBI), [REDACTED]  
[REDACTED] plans to enter into a contract on the basis of other than full  
and open competition for acquisition of a product that will permit it to unlock the operating  
system of Syed Farook's iPhone (hereinafter "the product."). Application of the product will  
permit the FBI to access data that is potentially critical to the investigation of Farook's  
December 2015 attack on his co-workers in San Bernardino, California. [REDACTED] (S)

b1 -1  
b3 -1  
b4 -1  
b7E -1, -2

**2. The nature and/or description of the action being approved, i.e., sole source, limited competition, establishment of a new source, etc.**

[REDACTED] (S)  
[REDACTED] The basis for the sole source arises under Federal  
Acquisition Regulation (FAR) Subpart 6.302-6 which states that "[f]ull and open competition  
need not be provided for when 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 bid or proposals." Acquiring the product will allow the FBI to bypass security  
mechanisms which have prevented it from accessing and obtaining potentially critical  
evidentiary data related to the San Bernardino terrorist attack. [REDACTED] (S)

b1 -1  
b3 -1  
b4 -1  
b7E -2

**3. A description of the supplies or services required to meet the agency's needs.**

(U) On December 2, 2015, Sayed Farook and his wife opened fire on approximately 80 of his  
coworkers at the San Bernardino Department of Public Health holiday party. Fourteen (14)  
people were killed and twenty (20) were injured. The attack was deemed a terrorist incident.

Requisition Number

[REDACTED] (S)

Version 1.0

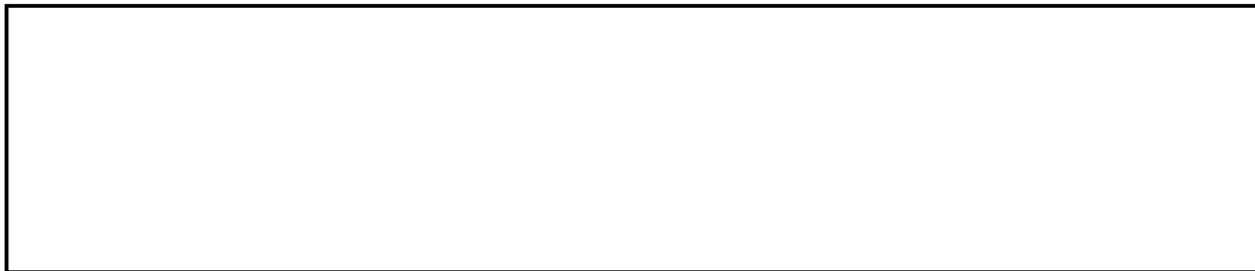
Page 1 of 5  
AP-19

b1 -1  
b3 -1  
b7E -2

~~SECRET//ORCON/NOFORN~~

The FBI, which has lead agency investigative authority for counterterrorism matters in the U.S., took charge of the investigation. One challenge the FBI encountered, as it conducted the investigation, was the inability to access data on the Apple iPhone 5c that San Bernardino County issued Farook in connection with his employment. The data is potentially critical to the FBI's investigation, as it could reveal, among other things, terrorist ties and individual contacts maintained by Farook. Exploiting this information could help the FBI determine whether the attack in San Bernardino was an isolated incident or whether it was part of a broader plan supported by a terrorist network.

(U) The FBI's inability to access Farook's data was due to the encryption features deployed by Apple's operating system. In an effort to compel Apple's assistance in extracting the data it sought, the FBI obtained, in February 2016, an order mandating such assistance from Sheri Pym, Magistrate Judge for the Central District of California. Apple contested that order and legal proceedings ensued. During the course of those proceedings, the FBI continued to search for a way to access Farook's data without Apple's assistance.



(S) b1 -1  
b3 -1  
b4 -1  
b7E -2

**4. The statutory authority permitting other than full and open competition.**

(U) The statutory authority permitting other than full and open competition is 41 U.S.C. 3304 (a)(6) as implemented by FAR Subpart 6.302-6 entitled, "National Security."

**5. Demonstrate the unique qualifications of the proposed contractor or the nature of the action requiring the use of the authority.**



(S) b1 -1  
b3 -1  
b4 -1  
b7E -2

[Redacted]

(S)

b1 -1  
b3 -1  
b4 -1  
b7E -2

6. A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies.

[Redacted]

(S) b1 -1  
b3 -1  
b4 -1  
b7E -2

X

[Redacted] Therefore, in accordance with FAR 5.202 (a) (1), publicizing the FBI will not publicize this requirement.

7. The anticipated dollar value of the proposed acquisition, including options if applicable, and a determination by the Contracting Officer that the anticipated cost to the Government will be fair and reasonable.

[Redacted]

(S)

b1 -1  
b3 -1  
b4 -1  
b7E -2

8. A description of the market research conducted and the results.

[Redacted]

(S)

b1 -1  
b3 -1  
b4 -1  
b7E -2

[Redacted]

(S)  
b1 -1  
b3 -1  
b4 -1  
b7E -2

**9. Any other facts supporting the use of other than full and open competition.**

[Redacted]

(S)  
b1 -1  
b3 -1  
b4 -1  
b7E -2

**10. A listing of any sources that expressed a written interest in the acquisition.**

(U//FOUO) The FBI received at least three inquiries from companies indicating an interest in developing a product for the FBI to access Farook's iPhone. However, none of these companies had begun to develop or test a solution at the time of the inquiry, and thus would not be able to produce a solution quickly enough to meet the FBI's investigative requirements.

**11. A statement of any actions the agency may take to remove or overcome any barriers to competition, if subsequent acquisitions are anticipated.**

(U//FOUO) The FBI will continue to conduct market surveys to identify potential sources on subsequent acquisitions.

b1 -1  
b3 -1  
b7E -2

**Requestor:**

I certify that the facts and representations under my cognizance, which are included in this justification and which form a basis for this justification, are complete and accurate.

--

Signature

Date

b6 -1  
b7C -1

**Contracting Officer:**

I certify that this justification is accurate and complete to the best of my knowledge and belief.

--

Signature

Date

**Reviewed by:**

**Office of General Counsel:**

*L. C.*

--

Signature

Date

**Competition Advocate:**

--

Signature

Date

b1 -1  
b3 -1  
b7E -2



FEDERAL BUREAU OF INVESTIGATION  
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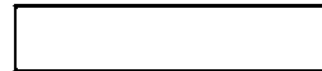
Section B - Supplies or Services and Prices/Costs

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b1 -1  
b3 -1  
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b6 -1  
b7C -1  
b7E -1, -2

Section C - Description/Specifications/Statement of Work

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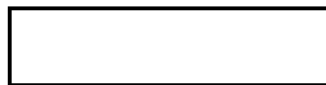
Section D - Packaging and Marking

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## Section E - Inspection and Acceptance

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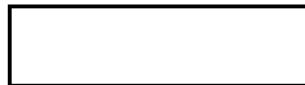
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Section F - Deliveries and Performance

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Section G - Contract Administration Data

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## Section H - Special Contract Requirements

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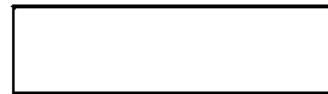


Section I - Contract Clauses

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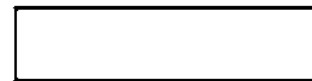
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b3 -1  
b7E -2

## Section J - List of Attachments

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(S) Page 12 of 14 b1 -1  
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Section K - Representations, Certifications and Other Statements of Offerors

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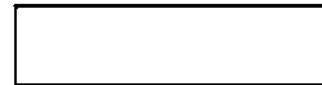
Section L - Instructions, Conditions and Notices to Offerors

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AP-95

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(S) Page 14 of 14 b1 -1  
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b7E -2

## Section M - Evaluation Factors for Award

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CLASSIFIED BY: NSICC J76J18T80  
REASON: 1.4 (C)  
DECLASSIFY ON: 12-31-2041  
DATE: 11-25-2016

## SECTION B— SUPPLIES OR SERVICES AND PRICE/COST

### B.1 DESCRIPTION OF SERVICES

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED EXCEPT  
WHERE SHOWN OTHERWISE

(S) The purpose of this solicitation is to procure a capability [redacted]  
[redacted] as specified in Section 3 of this solicitation Statement of Work to support Federal (S)  
Bureau of Investigation (FBI) Operational Technology Division's (OTD) [redacted]

b1 -1  
b3 -1  
b7E -1, -2

### B.2 TYPE OF CONTRACT

[redacted]

(S) b1 -1  
b3 -1  
b4 -1  
b7E -2

### B.3 PERIOD OF PERFORMANCE

[redacted]

(S) b1 -1  
b3 -1  
b4 -1  
b7E -2

### B.4 PRICING INFORMATION

Pricing shall reflect the sections as described in the Statement of Work (SOW).

The contractor shall provide pricing for Procurement of capabilities:

[redacted]

(S) b1 -1  
b3 -1  
b4 -1  
b7E -2

[redacted]

(S)

~~SECRET~~

~~SECRET~~

## SECTION C – DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

See Attachment B for the Statement of Work.

~~SECRET~~



## SECTION D-PACKAGING AND MARKINGS

### D.0 MARKINGS FOR ELECTRONIC FORMAT

The contractor shall use FBI standards for formatting deliverables under this award. Electronic copies shall be delivered via e-mail attachment.

The contractor shall label each electronic delivery with the task Contract Number and Project Title in the subject line of the e-mail transmittal. All deliverables shall be electronically delivered to the COR identified in Section 6, Contract Administration Data, in machine readable format using MS Office Suite and Adobe via email, or CD-ROM for those deliveries that cannot be e-mailed, the copies are to be delivered to the COR.

### D.1 PACKAGINGS

All reports and deliverables that are in hard copy format, as opposed to electronic format, and that are physically transported through the U.S. mail or private courier services, are to be securely packaged using best commercial practices. Materials produced under contract are to be handled by the Contractor as confidential documents and marked For Official Use Only (FOUO).

### D.2 MARKING

All reports and deliverables that are in hard copy format, as opposed to electronic format, and that are physically transported through the U.S. mail or private courier services, are to be addressed to the individual at the office or floor at the end destination, with the outside package clearly marked to indicate the order number and the recipient's office telephone number.

**SECTION E - DELIVERABLES AND PERFORMANCE****E.1 52.252-2 Clauses Incorporated by Reference****FEB 1998**

This Contract incorporates the following clauses by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

**FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:**

<b>52.242-15</b>	<b>Stop-Work Order – Alternate I</b>	<b>APR 1984</b>
<b>52.242-17</b>	<b>Government Delay of Work</b>	<b>APR 1984</b>

**E.2 52.247-34 F.O.B. Destination****NOV 1991**

(a) The term "f.o.b. destination," as used in this clause, means--

- (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
- (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) or the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarder for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

- (1) (i) Pack and mark the shipment to comply with contract specifications; or  
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of Clause)

### **E.3 Period of Performance**

b1 -1  
b3 -1  
b4 -1  
b7E -2

### **E.4 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor 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 COR, 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.

The Contractor shall adhere to all delivery timeframes specified in Task Orders or Purchase Orders. Any delays could negatively affect the goals, objectives, and the mission of the FBI.

This notification of delay shall also include any mitigation strategies and other associated management approaches that will be implemented to correct the delays.

### **E.5 PLACE OF PERFORMANCE**

The Contractor shall perform work at a secured facility owned by the contractor. Unless otherwise specified, the Contractor shall be responsible for providing all equipment necessary to perform task services at the Contractor facility and the Government will provide all equipment necessary to perform task services located at the Government facility. All equipment, capabilities, and facilities required to support the work under this contract shall be available and operational no later than the award date of the contract. The Contractor shall provide all information requested regarding Place of Performance in Section K.4 as well as any required information regarding security policies or precautions at their facility. All personnel required to support this Contract at the Government facility shall be required to have all clearances and approvals as required by this Contract.

### **E.6 PERIOD OF PERFORMANCE**

b1 -1  
b3 -1  
b4 -1  
b7E -2

**E.7 PLACE(S) OF DELIVERY**

Originals of all correspondence and reports related to this contract shall be delivered to the addresses below:

Contracting Officer  
Federal Bureau of Investigation

b6 -1  
b7C -1  
b7E -1

Contracting Officer's Representative  
Federal Bureau of Investigation

## SECTION F - INSPECTION AND ACCEPTANCE

### F.1 52.252-2 Clauses Incorporated by Reference

FEB 1998

This Contract incorporates the following clauses by reference, with the same force and effect as given in full text. Upon request, the Contracting Officer will make its full text available.

#### FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

52.246-2	Inspection of Supplies – Fixed-Price	AUG 1996
52.246-3	Inspection of Supplies – Cost Reimbursement	MAY 2001
52.246-4	Inspection of Services – Fixed-Price	AUG 1996
52.246-5	Inspection of Services – Cost Reimbursement	APR 1984
52.246-16	Responsibility for Supplies	APR 1984

### F.2 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performed, reports and other deliverables under this contract shall be performed by the following COR at the address specified below:

Mail to FBI COR:

[Redacted]  
Contracting Officer's Representative  
Federal Bureau of Investigation

[Redacted]

b6 -1  
b7C -1  
b7E -1

The COR shall be responsible for direct inspection and technical acceptance of all work performed, reports and other deliverables for Contractor payment at the FBI address listed above.

### F.3 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy and conformance to requirements by a FBI COR. Inspection may include validation of information. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

### F.4 BASIS OF ACCEPTANCE

The basis for acceptance shall be in compliance with the requirements set forth in the SOW, the contractor's quote and other terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with Section 5 – Inspection and Acceptance.

Reports, documents, and narrative type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments on deliverables must either be incorporated in the succeeding version of the deliverable, or the contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, improper format, or otherwise does not conform to the requirements stated within this TO, the document may be immediately rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the COR.

## **F.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT**

All written deliverables may require three iterations – an initial draft, a final draft, and a final. The final document must be approved and accepted by the Government. The Contractor shall submit draft and final documents electronically using Microsoft Office 2007 or later to the Government. The Government must have 15 business days for review and submission of written comments to the Contractor on initial draft and final draft documents. The Contractor shall incorporate the Government comments into the final draft and final deliverable before submission.

The Government will provide written acceptance, comments and/or change requests, if any, within 15 working days from receipt by the Government of the final draft. Upon receipt of the Government comments, the Contractor shall have 10 working days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

The Government shall provide written notification of acceptance or rejection of all final deliverables within 30 days. Absent written notification, final deliverables will be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

## **F.6 NON-CONFORMING PRODUCTS OR SERVICES**

Non-conforming products or services will be rejected. The Contractor will correct any deficiencies within 10 business days of the rejection notice. If the deficiencies cannot be corrected within 10 business days, the Contractor will immediately notify the COR of the reason for the delay and provide a proposed corrective action plan within 10 business days.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.0 JAR 2852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JAN 1985)

The following personnel are designated to act as the COR (previously known as the COTR) for this contract: [REDACTED]

b6 -1  
b7C -1

The COR 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 SOW; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

The COR 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 CO shall issue such changes.

### G.1 CONTRACT ADMINISTRATION

The Contracting Officer for this contract is:

[REDACTED]  
Contracting Officer  
Federal Bureau of Investigation  
[REDACTED]

b6 -1  
b7C -1

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

### G.2 PAYMENT/INVOICING PROVISIONS

Invoices shall be submitted monthly to the COR designated in this contract. 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,

[REDACTED] All follow-up invoices shall be marked "Duplicate of Original". b7E -1

A detail report of activities conducted during the billing period (i.e., identify individuals, tickets addressed, hours per ticket, security updates on each employee, etc.) As appropriate, details of assessment should be provided separately in writing. Proper payment documentation is required to support payment of invoices.

A proper invoice shall include the information required by Section 6, 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. Time sheets shall be attached.
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 other requirements of the contract (such as evidence of shipment).

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 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 days after receipt of the invoice at the designated billing office pursuant to Section 6, Clause 52.232-25 - Prompt Payment. Resubmission of a Proper invoice(s) will be required.

The COR, upon verification of satisfactory progress or final acceptance, shall forward a copy of the invoice. In the event Contractor progress or final delivery is not deemed satisfactory, the COR's report shall indicate and recommend the required corrective action. After review and approval, the COR will forward the invoice to the contracting office.

All invoices shall be forwarded to COR, JEH FBI Building, Room WB500, 935 Pennsylvania Avenue, NW, Washington, DC 20535.

Payment to contractors shall be made by EFT in compliance with the Debt Collection Improvement Act of 1996 (EFT 99). Therefore, it will be necessary for the contractor to complete the form titled "ACH Vendor/Miscellaneous Payment Enrollment Form".

### **G.3 TRAVEL**

5 CFR 330.604(e) states "Local commuting area means the geographic area that usually constitutes one area for employment purposes as determined by the agency. It includes any population center (or two or more neighboring ones) and the surrounding localities in which people live and can reasonably be expected to travel back and forth daily to their usual employment." There is no longer a standard mileage used for long distance travel. The 50 mile rule has been removed from the FTR. Use over 50 miles to define long distance travel unless changed by the CO.

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the Joint Travel Regulation (JTR)/Federal Travel Regulation (FTR). Long distance travel is



defined as travel over 50 miles. The invoice shall include the period of performance covered by the invoice, the CLIN number and title.

### **G.3.1 CLIN/Task Total Travel**

This will identify all current and past travel on the project and the total CLIN/Task costs billed. The listing shall include separate columns and totals for the current invoice period and the project to date:

- Travel Authorization Request identifier, approver name, and approval date
- Current invoice period
- Names of persons traveling
- Number of travel days
- Dates of travel
- Number of days per diem charged
- Per diem rate used
- Total per diem charged
- Transportation costs (rental car, air fare, etc.)
- Total charges
- Explanation of variances exceeding 10% of the approved versus actual costs

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.0 GOVERNMENT RESPONSIBILITIES

#### Government Furnished Property (GFP)

All Government furnished property shall remain the property of the Government and shall be returned to the Government prior to the end of this contract.

At time of award, the Government will provide on-site office facilities at FBI locations in Washington, DC. The Government shall furnish desktop computers, software, internet access, printers, fax machines, office telephones and office equipment supplies.

The Contractor shall coordinate with the FBI to utilize existing FBI systems for reproducing, mailing and shipping project documents. The Contractor will also coordinate with the FBI to utilize existing conference calling systems for project meetings.

#### Government Furnished Information (GFI)

Sharing of GFI (including project reports, space planning, staffing information, etc.) shall only be done after obtaining written approval from the Government. Documentation will be provided after contract award and completion of FBI security requirements required to gain access to FBI classified files and IT network. Any Contractor contributions to Government furnished information under this contract shall become property of the Government.

### 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 the provision at Far 52.215-1 (e), "Instructions to Offerors - Competitive Acquisitions". The Government will, before disclosure, make an administrative determination on a case by case basis as to whether the information requested 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 submitted of a proposal an opportunity to object to disclosure.

### H.2 ORGANIZATIONAL CONFLICTS OF INTERESTS - GENERAL

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 the paragraph below.

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.

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 CO 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.

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 CO, the Government may terminate the contract at no cost to the Government.

### **H.3 NONDISCLOSURE REQUIREMENTS**

If this contract requires the contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the contract:

- Execute and submit an "Procurement Sensitive-Nondisclosure Agreement" Form as required in Section 9, List of Attachment, prior to the commencement of any work on the contract, and
- Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or quote information, or source selection information

All proposed replacement contractor personnel also must submit a Non-Disclosure Agreement and be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this contract or obtained by the Government is only to be used in the performance of the contract. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

### **H.4 INDEMNIFICATION**

#### Responsibility for Government Property

1. The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.
2. If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at this own expense, all property lost or damaged.

#### Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or

persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

#### Government's Right of Recovery

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provided for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the CO shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

#### Government Liability

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

### **H.5 CLAIMS**

The Government shall not be liable for any cost 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.

### **H.6 ANNOUNCEMENT OF PROJECT**

The contractor is expressly forbidden from notifying any outside party of any details concerning any project on which the Contractor is providing any service to the FBI as a result of this contract, without the expressed written approval of the CO. The Contractor shall ensure that this clause is incorporated in agreements reached with any subcontractors, consultants, agents, or representative employed by the Contractor in contract performance or otherwise.

### **H.7 BACKGROUND INVESTIGATIONS**

Contractor's personnel may be subjected to background investigations and polygraph examination.

### **H.8 (RESERVED)**

### **H.9 (RESERVED)**

## **H.10 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, 1998 AMENDMENTS**

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 United States Code (U.S.C.) 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services proposed, identify the technical standards applicable to all products and services proposed and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at time of award.

By submitting a bid or offer in response to this solicitation, the contractor makes an affirmative statement that the product or services to be provided as specified in the SOW are in compliance with the EIT Accessibility Standards (36 CFR 1194), as a minimum.

## **H.11 SAFEGUARDING OF INFORMATION**

The contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person or entity any information known to them by reason of their performance of service under this contract which has not been made public, except in the course of their duties or by written authorization of the CO. Further, no article, book, pamphlet, recording, broadcast, speech, television appearance, film, or photographs concerning any aspect of the contract shall be published or disseminated through any media without the prior written authorization of the CO. These obligations do not cease upon the termination of this contract. The contractor shall include the substance of this provision in all contracts for employment and in all subcontracts hereunder.

## **H.12 CONFIDENTIALITY OF DATA**

Duplication or disclosure of the data and other information which the Contractor will have access as a result of this contract, is prohibited by Public Law. It is understood that throughout performance of the Contract, the Contractor will have access to confidential data which is the sole property of the FBI as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be gained throughout contract performance, whether title thereto vests in the FBI or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative there from, to unauthorized parties whether real or artificial, in contravention of these provisions, without the prior written approval of the FBI CO or the party in which title thereto is wholly vested. The Contractor shall ensure that this clause is incorporated in any agreements reached with any subcontractors, consultants, agents, or representatives employed by the Contractor in contract performance or otherwise.

## **H.13 DISCLOSURE OF DATA**

All data produced, developed, and/or delivered as a result of this contract, shall be the sole property of the FBI and shall be treated by the Contractor as official FBI documentation to be released by the FBI only. Duplication or disclosure of the data and other information produced by the Contractor hereunder is prohibited. Accordingly, the Contractor shall not disclose said

data, any interpretations thereof, or data derivation there from, to third parties whether real or artificial in contravention of these provisions, without the prior written approval of the FBI CO. The Contractor shall ensure that this clause is incorporated in any agreements reached with any subcontractors, consultants, agents, or representatives employed by the Contractor in contract performance or otherwise.

#### **H.14 SUBCONTRACTING RESTRICTION**

Except as specifically approved in writing, in advance by the CO identified in the clause entitled "Contract Administration" the Contractor shall not subcontract any work procured hereunder. It is contemplated that approval will be given for subcontracting certain phases of the work when, in the opinion of the COR and the CO, such subcontracting will not adversely affect the quality or delivery of neither the final product nor the difficulty or cost of inspection and testing. Requests for approval to subcontract shall be submitted, in writing, to the CO at the address shown in the clause entitled "Contract Administration".

#### **H.15 PERFORMANCE LIMITATIONS**

The Contractor has No Authority to issue changes or change orders, or alter any third party or independent contract that the Contractor are assisting the FBI in monitoring or overseeing. The Contractor is Unable to obligate the Government (specifically the FBI) in any way or to expend its monies without direct written instructions from the FBI CO.

#### **H.16 TRAVEL POLICY**

Travel requirements may arise in performing tasks as contemplated under this contract. In such circumstances, the Contractor shall travel in accordance with the rates and guidelines established in the Federal Travel Regulations, 41 CFR 301-304 (October 1996). All travel shall have prior approval in writing from the COR or CO. The FBI will reimburse the Contractor for allowable travel costs.

The contractor shall comply with the guidance in FAR 31.205-46 using the regulations specified below:

1. Federal Travel Regulations (FTR) - prescribed by the GSA, for travel in the contiguous U.S.
2. Joint Travel Regulations (JTR), Volume 2, DoD Civilian Personnel, Appendix A - prescribed by the Department of Defense, for travel in Alaska, Hawaii, and outlying areas of the U.S.
3. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

#### **H.17 TRAVEL AUTHORIZATION REQUESTS**

Prior to any long distance travel, the contractor shall prepare a Travel Authorization Request for Government review and COR approval. The contractor shall provide the most economically efficient travel option, that would be the least cost to the Government. Travel shall be scheduled during normal duty hours unless otherwise authorized.

## H.18 CONTENT OF TRAVEL REQUESTS

Requests for travel approval shall:

- Contain date, time, and points of departure
- Contain destination, time, and dates of arrival
- Contain the name of each contractor employee and position title
- Include a description of the travel proposed including a statement as to purpose
- Be summarized by traveler
- Identify the contract number
- Identify the CLIN(s) associated with the travel
- Be submitted in advance of the travel with sufficient time to permit review and approval

## H.19 Special Provision on Commercialization of Technology Developed Under Contract (Contractor Retains Patent Rights)

- (a) The parties to this contract  agree that, although the technology being licensed under this contract is classified. The controlled dissemination of the technology outside of the Federal Bureau of Investigation (FBI) could potentially be detrimental to national security. Accordingly, the parties agree to the following special provisions to control the dissemination of the technology developed under this contract.

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- (b) For the purpose of this clause, the following terms shall have the following definitions:

“Data” shall have the same meaning as the term in clause 52.227-14 and shall specifically include technically data and computer software as defined in clause 52.227-14.

“Subject invention” shall have the same meaning as the term defined in clause 52.227-11.

“Commercialize” means to use any data first produced in the performance of this contract, any subject invention, or any hardware manufactured and deliverable under this contract that incorporates or was built using data first produced under this contract, for any commercial purpose other than doing business with the FBI.

“Technology” means intellectual property of a scientific or technical nature that comes into existence as a direct result of performance of this contract regardless of the physical properties of the technology or the stage of its development.

- (c) The vendor shall take all necessary steps to effectuate the intent of this agreement, to include ensuring that vendor employees with access to data first produced under this contract and/or information pertaining to the subject inventions execute binding non-disclosure agreements to protect the information both during their employment with the vendor, as well as post-employment.

## H.20 Notice of Incorporation of Section K

This Clause hereby ensures that this solicitation Part IV: Representations and Instructions, Sections K, L, and M will not be physically included in a contract resulting from this solicitation. Pursuant to the provisions of FAR 15.204-1 - Uniform Contract Format, Section K -

Representations, Certifications and Other Statements of Offerors will be incorporated by reference and considered to be part thereof.

## **H.21 Technology Enhancement**

During the life of this contract, new products may become available as a result of enhancements and new technologies that were not available at the time of award. These enhanced products may offer significant advantages to the government in terms of economy, efficiency, quality, and mission effectiveness. It is the government's best interest to take advantage of such technology in a disciplined manner consistent with law, regulation, and its valid requirements. Technology Enhancement Change Proposals (TECP) submitted under this contract for replacement of obsolete technology may be accepted by the government. Each individual price for item(s) offered in the TECP will be negotiated on an individual basis and upon acceptance will be incorporated into the contract.

## **H.22 (RESERVED)**

## **H.23 Travel**

For any travel required under this Contract for which the Contractor intends to request government funding, the Contractor shall acquire written pre-approval from the COR and verification of funding. Any travel requirements will be reimbursed in accordance with the Federal Travel Regulation and FBI 50 mile travel policies. In accordance with the FBI travel policy, travel to and from the Contractor facility or designated work sites or travel within a 50 mile radius of these facilities shall not be reimbursed.

## **H.24 Continuing Contract Performance During a Pandemic Influenza or other National Emergency**

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.

Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.



- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.

Establish communication processes to notify employees of activation of this plan.

- Integrate pandemic health crisis response expectations into telework agreements.

With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.

- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

The Department does reserve the right in such emergency situations to use federal employees, employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of Federal Procurement Policy issuance "Emergency Acquisitions", May, 2007 and Subpart 18.2. Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations.

## **H.25 Notice to Prospective Contractors**

Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794d), requires Federal agencies to procure, use, maintain, and develop accessible electronic and information technology, unless doing so imposes an undue burden. National security systems are exempt. Federal agencies were required to comply with standards promulgated by the Architectural and Transportation Barriers Compliance Board (the Access Board) that took effect on August 7, 2000. Agencies must biannually evaluate their compliance with Section 508 and must report the results of these self-evaluations to the Attorney General.

## **H.26 E-QIP Special Security Requirements**

### **Access to Federal Bureau of Investigation (FBI) Locations**

Performance under this contract may require access to FBI locations to provide some service, product, or perform some other official function of interest to the FBI. Requirements, as

identified below, to include approval by the FBI's Security Division, must be satisfied prior to access.

Contractors who will require escorted access, to include short-term, intermittent, or infrequent access, to an FBI facility must complete an "Access of Non-FBI Personnel to FBI Facilities, Background Data Information Form," (FD 816), a "Privacy Act of 1974 Acknowledgment Form" (FD 484) and two Fingerprint Cards (FD 258). **Completed forms should be provided to the assigned Contracting Officer's Technical Representative (COR) at least 10 days prior to required access.**

Individuals requiring unescorted access to an FBI facility must complete the Standard Form 86 (SF-86), Questionnaire for National Security Positions, using the Office of Personnel Management's Electronic Questionnaires for Investigations Processing (e-QIP) and provide two Fingerprint Cards (FD 258). e-QIP is a secure website that can be accessed from any computer system which has an Internet connection. Only the signed release forms and FD 258 will need to be mailed to the identified Chief Security Officer, the SF-86 itself will be transmitted to the FBI electronically.

To complete the SF-86 using e-QIP, the individual requiring unescorted access to the FBI facility must contact [redacted] in order to be initiated into e-QIP.

Once this action has been accomplished, the individual should be able to access e-QIP at the following link in order to initiate and complete the electronic process: <http://www.opm.gov/e-qip/browser-check.asp>. Thoroughly read and follow the instructions for completing the SF-86.

**NOTE: To fully address suitability/security issues, the FBI requires individuals to provide responses to questions on the SF-86 for the last ten years. Failure to complete the application as instructed may lead to significant delays in processing the required investigation and approval for unescorted access.**

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Upon logging onto e-QIP, there will be a prompt to answer three "Golden" security questions to establish the user account. After completing the electronic SF-86, please **print and sign** the (1) Certification Form (CER) - Certify Completeness and Accuracy of your Investigation Request; (2) Medical Release Form (MEL) - Authorization for Release of Medical Information; and (3) Release Form (REL) - Authorization for Release of Information. In addition to these SF 86 release forms, the completion of a Non-Personnel Consent to Release Information (FD-979a), the United States Department of Justice Disclosure and Authorization Pertaining to Consumer Reports (DOJ 555) are required. **Annotation of the assigned e-QIP Investigation Request Number on the upper right corner of each document transmitted to the identified Chief Security Officer is required for coordination with the electronic transmission and to facilitate the investigative process.** The e-QIP Investigation Request Number, automatically generated by e-QIP, is located on both the header and footer of the signature forms. These release forms (five total) and FD 258 should be mailed via Federal Express or UPS Express mail directly to the following address: [redacted] **The use of regular U.S. mail channels may cause significant delays in processing the unescorted access request.**

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b7C -1

Upon completion of processing the facility access request, the individual will be required to execute a non-disclosure agreement suitable for their approved access.

## H.27 Contractor Suitability SSR

Access to FBI facilities and information is subject to specific security and suitability requirements. The FBI reserves the right and prerogative to deny and/or restrict facility and information access of any contractor employee determined by the FBI, at any time prior to or during performance, to be unsuitable for access and/or present a risk of compromising sensitive government information to which he or she would have access to under this contract. Contractors will be allotted a reasonable amount of time, determined by the government, to replace the employee found not suitable for contract performance. Failure to replace the employee may result in a no cost termination by the government.

(End SSR)

## **H.28 Release of Information-Publications by Contractor Personnel**

The Federal Bureau of Investigation (FBI) specifically requires that Contractor shall not divulge, publish, or disclose information or produce material acquired as or derived from the performance of their duties.

For purposes of this clause, "Information" shall include but not be limited to: in any media or all media including on the web or web sites; publication, studies, books, these , photographs, films or public announcements, press releases describing any part of the subject matter of this contract or any phase of any program hereunder, except to the extent such is:

- (i.) Already known to the contractor prior to the commencement of the contract
- (ii.) Required by law, regulation, subpoena or government or judicial order to be disclosed, including the Freedom of Information Act.

No release of information shall be made without the prior written consent of the Office of Public Affairs and the Contracting Officer. The contractor and author are warned that disclosure is not without potential consequences. The FBI will make every effort to review proposed publications in a timely manner to accommodate these and other publications.

Where appropriate, in accordance with established academic publishing practices, the FBI reserves the right to author/co-author any publication derived from this contract.

## **THESE OBLIGATIONS DO NOT CEASE UPON COMPLETION OF THIS CONTRACT.**

## **H.29 Classified Contract Special Security Requirement (SSR)**

The FBI has determined that performance of this effort requires that the Contractor have access to classified National Security Information (herein known as classified information). Classified information is Government information which requires protection in accordance with Executive Order 12356, Classified National Security Information, and supplementing directives. Executive Order 13292, dated 28 March 2003, "Further Amendment to Executive Order 12356, as amended, "Classified National Security Information" and implementation directives, provides principles and procedures for the proper classification and declassification of material. These principles and procedures are applicable to classified documents or materials generated by the contractor in performance of this contract.

This clause applies to the extent that this contract involves access to information classified "Top Secret".

The contractor shall comply with:

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

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

The Contractor shall abide by the requirements set forth in the DD Form 254 and the National Industrial Security Program Operating Manual (NISPOM), DoD 5200.22-M) for the protection of classified information at its cleared facility, if applicable, as directed by the DSS. If the Contractor has access to classified information at a FBI or other Government facility, it shall abide by the requirements set by the agency.

No classified document or material provided by the FBI, or generated by the contractor pursuant to the contract, may be downgraded or declassified unless authorized in writing by the CO.

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual shall interface with the FBI Security Office on all security matters, to include physical, personnel and protection of all Government information and data accessed by the Contractor.

Contractor personnel will require access to classified information and have access to classified areas. Contractor personnel shall possess at least an active and transferable Government Secret clearance at the time of proposal submission. Contractor personnel assigned to this project shall be subject to routine criminal and credit checks by the FBI.

Contractor personnel shall be subject to counterintelligence focused polygraph examinations at the Government's discretion. The polygraph examinations may be required prior to acceptance or at any time during the contract, without notice.

If subsequent to the date of this contract, the security classification or security requirements under this contract are caused to be 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.

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

The contractor is obligated to comply with all relevant clauses and provisions incorporated into this contract and with the Contractor NonDisclosure Agreement, and as referenced therein, the NISPOM, dated January 1995, and all applicable FBI security policies and procedures, including the DCIDs. As applicable, the contractor shall maintain a security program that meets the requirements of these documents.

Security requirements are a material condition of this contract. This contract shall be subject to immediate termination for default, without the requirement for a 10-day cure notice, when it has been determined by the CO that a failure to fully comply with the security requirements of this contract resulted from the willful misconduct or lack of good faith on the part of any one of the

Contractor's directors or officers, or on the part of any of the managers, superintendents, or equivalents of the contractor who have supervision or direction of:

- a. All or substantially all of the contractor's business, or
- b. All or substantially all of the contractor's operations at any one plant or separate location in which this contract is being performed, or
- c. A separate and complete major industrial operation in connection with the performance of this contract.

When deficiencies in the contractor's security program are noted which do not warrant immediate default, the contractor shall be provided a written notice of the deficiencies and be given a period of 90 days in which to take corrective action. If the contractor fails to take the necessary corrective action, the CO may terminate the whole or any part of this contract, for default. The contractor shall maintain and administer, in accordance with all relevant clauses and provisions set forth or incorporated into this contract, a security program that meets the requirements of these documents.

(End SSR)

### **H.30 Consent for Warrantless Searches of Department of Justice Workplaces**

All cleared personnel accessing information within FBI controlled space are required to execute an FBI Form FD 1001 Consent for Warrantless Searches of Department of Justice (DOJ) Workplaces as a condition of working at FBI facilities. The FBI's Director implemented the Attorney General's policy subjecting employees to warrantless physical searches of their offices or immediate workplaces within DOJ premises when authorized by the Attorney General (AG) or the Deputy Attorney General (DAG) based upon a determination that information the Department deems credible indicates that the employee:

- 1) is, or may be, disclosing classified information in an unauthorized manner;
- 2) has incurred excessive indebtedness or has acquired a level of affluence that cannot be reasonably explained by other information;
- 3) had the capability and opportunity to disclose classified information that is believed to have been lost or compromised to a foreign power or an agent of a foreign power; or
- 4) has repeatedly or significantly mishandled or improperly stored classified information.

The search may extend to the entire office or workplace and anything within it that might hold classified information, including locked containers (such as briefcases) and electronic storage media (such as computer disk and handheld computers), whether owned by the government, by the employee, or by a third party. The search may be conducted by appropriate FBI personnel and/or law enforcement officers, on an announced or unannounced basis, during the workday or after hours. If discovered during a search, evidence of misconduct - whether related to storage or classified information, storage of sensitive but unclassified information, or a crime - will be collected and reported to appropriate authorities.

Contractor personnel who will meet the above criteria will be required to sign Form FD 1001 Consent for Warrantless Searches of Department of Justice (DOJ) Workplaces (attached) upon award and forward the executed form(s) to the assigned Contracting Officer's Technical Representative designated in Section G of the solicitation if this is a formal solicitation or listed below. All forms will be retained by the FBI during the period the individual is providing services and two years after that individual's departure before final disposition is taken.

### **H.31 Special Security Requirements**

#### **H.31.1 Contractor Personnel Security Reporting Requirements**

##### **H.31.1.2 Security Requirements Applicable to Contractor Personnel with Access to FBI Locations, Protected Information and/or Information Systems**

Contractor personnel security reporting requirements are applicable to all individuals to be assigned to FBI locations, those who require access to protected information and/or information systems, to include those identified as "Key Personnel", if specified in the contract. The contractor shall plan for expected attrition through advanced preparation and submission of required information.

Only such persons who have been authorized by the CO and/or the CSO/COSR, shall be assigned to this work. In this regard, for identification purposes, the contractor will be required to submit the name, address, place and date of birth of all personnel who will be involved in the work hereunder. Said information will be required to be provided to the identified CSO not later than seven (7) days in advance of the scheduled date of such work. Information relating to an individual(s) identified as "Key Personnel" should be reported to the CSO after the written consent of the CO has been received.

The contractor agrees to abide by all applicable FBI security policies or procedures governing personnel, facilities, information, technical, information systems, communications and protective programs.

All contractor personnel who receive a security clearance, facility, information or information system access approval under the terms of this contract will be required to execute a FBI specified nondisclosure agreement. The contractor agrees to abide by all applicable FBI security policies and procedures governing personnel, facilities, technical, information systems, communications and protective programs. The following reporting requirements must be reported to the identified CSO as promptly as possible, but in no event later than three (3) business days of the conduct, event or activity. Reporting requirements are to be accomplished electronically, if the contractor personnel are assigned to FBI locations, through the FBI's established Enterprise Process Automation System (EPAS), or in writing, if the contractor personnel are not performing at an FBI location.

Contractor personnel are required to report the following high-risk security concerns, if not previously reported to the FBI:

1. Unofficial contacts with foreign nationals. (FD 981 Report of Foreign Contact)
2. Unofficial contacts with individuals who are or who are suspected to be engaging in criminal or terrorist activity. (FD 1078 Personnel Self Reporting Requirements Form)

Unofficial contacts may develop in person or through interaction between parties via written or electronic communication (e.g., the Internet, letter, or telephone).

3. Failure to comply with the Standard of Ethical Conduct for Employees of the Executive Branch, etc.

4. Dual or multiple citizenship and use or possession of an active foreign passport involving foreign travel. All contractor employees with employee-type access to FBI facilities, information and information systems, who possess both citizenship with the United States and a foreign country are required to affirm that he/she has renounced his/her dual citizenship, or expressed a willingness to renounce any foreign citizenship through the execution of the Loyalty Agreement Form and surrender of their current or expired foreign passport to the FBI, Security Division, Clearance Passage and Sub-Programs Unit (CPSU), WB-450, 935 Pennsylvania Avenue, NW, Washington, DC 20535. "Employee-type" access is defined as access by a contractor which includes their assignment to an FBI location with access to FBI protected information and information systems. If the contractor employee is not located within the Washington, DC metropolitan area, the executed Loyalty Agreement Form and current or expired foreign passport should be forwarded via Federal Express. Receipt of the foreign passport will be validated through the issuance of a property receipt to the contractor employee. The contractor employee shall notify the Unit Chief, CPSU of their contract performance termination, when possible, no earlier than 30 days prior to separation and request the return of his/her foreign passport. Temporary access to foreign passports for travel may be granted on a case-by-case basis taking into consideration the risk associated with the request and whether the risk is manageable and acceptable. Requests shall be submitted in writing to the Assistant Director, Security Division, or designee, at least 30 days prior to travel.

The exercise of any right, privilege, or obligation of foreign citizenship by a contractor employee with dual citizenship and foreign passport, without notification to the FBI, Security Division, CPSU, and the specific approval of the Assistant Director, Security Division, or designee, will be viewed as a direct violation of FBI security requirements. This includes, but is not limited to:

- (1) Possession of a current foreign passport;
- (2) Military service or a willingness to bear arms for a foreign country;
- (3) Accepting educational, medical, retirement, social welfare, or other such benefits from a foreign country;
- (4) Residence in a foreign country to meet citizenship requirements;
- (5) Using foreign citizenship to protect financial or business interests in another country;
- (6) Seeking or holding political office in a foreign country;
- (7) Voting in foreign elections;
- (8) Action to acquire or obtain recognition of a foreign citizenship by an American citizen;
- (9) Performing or attempting to perform duties, or otherwise acting, so as to serve the interests of a foreign person, group, organization, or government in conflict with the national security interest;
- (10) Any statement or action that shows allegiance to a country other than the United States: for example, declaration of intent to renounce United States citizenship; renunciation of United States citizenship;
- (11) Any attempt to obtain a new foreign passport or renew an expired foreign passport is prohibited.

5. Current foreign citizenship of a spouse.

6. Current residence with a person who is not a United States citizen.
7. Current residence of immediate family members (parents, spouse, children and/or siblings) in a foreign country.
8. Foreign financial holdings, in excess of \$3,000.00, such as currency in a foreign financial institution and/or ownership of foreign real estate/property or business(es).
9. Receipt of money or assets, e.g., pensions, inheritances, living expenses, annuities, or any other form of financial support, from a foreign government or any foreign national, excluding immediate family members if they are legally residing in the United States.
10. Current association, or immediate family member's current association, with a foreign government or military of a foreign country.
11. Direct or suspected links, to include close or immediate family members, to any criminal foreign intelligence, and/or domestic/foreign terrorism organization or group.
12. Other security concerns that could adversely impact upon the security and/or safety of FBI personnel, information, facilities or mission; safety of other individual; and/or the protection of U.S. national security interests.
13. Other reportable events, incidents, and/or concerns involving contractor personnel and/or their close or immediate family members. Other reportable events/ incidents, and/or concerns is defined as any information that adversely reflect on the integrity or character of an employee that suggests that his or her ability to safeguard FBI Sensitive But Unclassified (SBU)/Law Enforcement Sensitive (LES) and/or classified information may be impaired, or that his or her access to the information clearly may not be in the interest of the FBI and/or National Security.

The following reporting requirements must be reported to the identified CSO as promptly as possible, but in no event later than five (5) business days when the, activity, or incident occurred. Reporting requirements are to be accomplished electronically, if the contractor personnel are assigned to FBI locations, through the "Personnel Self-Reporting" (FD 1078) EPAS form, or manually, with the identified hardcopy forms.

1. Law Enforcement contact(s):
  - a. During aggravated or unusual circumstances (e.g., any arrest, domestic violence incident report, driving while intoxicated/under the influence (DWI/DUI), etc.)
  - b. Issued traffic ticket or criminal citation for a violation, resulting in fine(s) in excess of \$300.00.
2. Financial Indebtedness:
  - a. Filing/petition for bankruptcy due to outstanding personal debts, which may result in an adjudication by a U.S. Bankruptcy Court for: liquidation or discharge of debts, dismissal or denial of bankruptcy petition, individual debt adjustment, and/or subsequent revocation of any initial discharge of debts.



3. Outside employment and activities (FD 331, 331a, 331b, 331c, or 331d)
4. Official and unofficial foreign travel (FD 772 or 772b)
5. Official and unofficial foreign national contacts (FD 981)
6. Change in marital status (FD 292)
7. Roommates or cohabitants (FD 773)

Contractors shall immediately report, either verbally or through written communication, the following to the designated CSO:

1. Change to contractor's status as a result of death.
2. Change to contractor's status which alters their originally assigned location and FBI Division to which they report.
3. Employees desiring not to perform on the contract.

Willful disregard of these requirements, or refusal to consent to, or to complete to the satisfaction of the CSO, FBI investigator and/or the Security Division, any lawful and appropriate request(s) may warrant an assessment of the contractor employee for continued eligibility for FBI facility, information and/or information system access privileges and the Contracting Officer's may initiate action resulting in the immediate removal of the employee from FBI space and ability to perform on FBI contracts. Such action(s) may in addition be subject to any action or penalty prescribed by law. If contract performance is impacted as a result of removal of the employee, the contractor may be found in default of the contract. In the event that the development of information or material is not clearly addressed by the contract or FBI security policy or procedures, the contractor is required to seek FBI guidance.

## **H.32 Financial Disclosure**

### **H.32.1. Procedures and Processes**

#### **H.32.1.1 Financial Disclosure Requirements**

Financial considerations and foreign travel have been identified as significant elements in recent espionage cases. In response to these threats, Executive Order 12968 established a requirement that all Executive Branch personnel who are granted access to "particularly sensitive classified information" as a condition of such access file with the agency head an annual financial disclosure report. With the continuous dependency on contractors to support the FBI, to include access to classified information, if a procurement is expected to result in the acquisition of services involving the assignment of contractor personnel to FBI locations, access to Sensitive Compartmented Information (SCI) and access to the FBI's Secret Network (FBINET) the Program Management Officer/Contracting Officer's Technical Representative (COTR), in coordination with the assigned Chief Security Officer, are required to identify during procurement planning stages, whether an acquisition will require the anticipated contract to include the Special Security Requirement identified below:

#### **H.32.1.2 Special Security Requirement**

**Security Requirements Applicable to Contractor Personnel Assigned to FBI Locations, with Access to Sensitive Compartmented Information (SCI) and the FBI Secret Network (FBINET), or those selected by the Director or Deputy Director of the FBI.**

Requirements are applicable to all individuals to be assigned to FBI locations, to include those identified as "Key Personnel", if specified in the contract, who will require access to FBI locations, SCI and FBINET, or those selected by the Director or Deputy Director of the FBI.

Award of this contract is anticipated to result in the assignment of contractor personnel to FBI controlled or occupied space with access to SCI and the FBINET. As such, all contractor personnel assigned to such space with access to SCI and FBINET, or those selected by the Director or Deputy Director of the FBI, are required to file an annual Security Financial Disclosure Form (SFDF). Information collected through these filings is used to help make personnel security determinations including whether to allow access to classified information, sensitive areas, and equipment; or to permit assignment to sensitive national security positions. The data may be subsequently used as part of a review process to evaluate continued eligibility for access to classified information or as evidence in legal proceedings.

Upon request, contractor employees required to file must:

a. Submit an annual financial disclosure form electronically using the SFDF. The SFDF is a web-based form that is accessible only through the FBI Intranet. Every form submitted undergoes automated analysis, and is stored in a secure database;

b. Sign and submit two consent forms: Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act, (DOJ-555) and Personnel Consent to Release Information, (FD-979) to the assigned FBI Chief Security Officer. (These consent forms are used only if deemed necessary by the FBI in the event of a financial review. If a filer submitted the consent forms in a previous year, he/she would be required to resubmit only the form if requested to do so by the assigned FBI Chief Security Officer);

c. Include all requested information pertaining to the filer, his or her spouse, and any dependent children. A filer whose spouse or dependent(s) refuse to provide financial information should explain the circumstances of this refusal in the Comments Section of the SFDF. The filer may be subject to penalties, including having access to classified information suspended, revoked, or denied. Individual circumstances are reviewed on a case by case basis.

d. Not omit or provide false or misleading information on an SFDF. Filings are reviewed for accuracy and completeness, and filers may be contacted by FBI employees/contractors assigned the responsibility of the Financial Disclosure Program regarding any potential discrepancies and/or omissions.

Contractor employees who meet the sited criteria are required to file and are responsible for the successful completion of the SFDF process. Refusal to submit financial disclosure information could result in the immediate removal of the employee from FBI space, restricted access to FBI information or denial of unescorted access to FBI facilities. Exceptions will be resolved on a case-by-case basis. If contract performance is impacted as a result of removal of the employee, the contractor may be found in default of the contract. If a contractor employee terminates employment and/or assignment to the FBI prior to the reporting requirement, the contractor employee is not required to file.

### **H.33 Department of Justice (DOJ) Procurement Guidance for Security of Systems and Data, Including Personally Identifiable Information**

#### **H.33.1. Special Security Requirements**

##### **H.33.1.1. Security of Systems and Data, Including Personally Identifiable Data**

###### **a. Systems Security**

The work to be performed under this contract requires the handling of data that originated within the Department of Justice, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (e.g. requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2640.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews and access by the DOJ Office of the Inspector General for its reviews.

The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the Contracting Officer (CO) certifying the following requirements:

1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FIPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed or destroyed) in accordance with security requirements applicable to DOJ;
7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project management and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work;

#### b. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of an actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the CO and the Contracting Officer's Technical Representative (COTR).

If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

#### c. Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identification information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contract shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

#### d. Pass-through of Security Requirements to Subcontractors

The requirements set forth in Paragraphs a through c above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

#### **H.33.1.2. Information Resellers or Data Brokers**

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certified that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department Contracting Officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall notify the individuals until it receives further instruction from the Department.

#### **H.34 Continuation of Essential Contractor Services**

*The following clause may be applicable in the future. If this clause applies to a specific task, the Statement of Work (SOW) for that task will identify the essential personnel. If essential personnel are NOT identified in the SOW, this clause does not apply.*

- (a) This contract has been designated as essential for continuation of a critical operational function of the Federal Bureau of Investigation (FBI). Because performance of this contract is critical, the government and the contractor have reached this special agreement to take specific actions in the event of an emergency, such as nuclear, biological, chemical, or radiological attack, natural disaster, or health emergency, such as a pandemic. The portions of this contract that have been identified as essential contractor services are identified on the attachment to this clause.
- (b) The contractor agrees, notwithstanding potential excusable delays created by the event, to make best efforts to continue essential operations under the contract during an emergency or other event designated by the FBI and:
  - 1) Cooperate with FBI actions to protect individuals (such as special protective gear, inoculations, or relocation);
  - 2) Take other necessary actions as directed by the FBI during an emergency or a situation that may disrupt normal operations;
  - 3) Ensure critical personnel are identified within 30 days of award or contract designation as critical;
  - 4) Obtain commitments from critical personnel to participate as directed by the FBI.
- (c) The government agrees to:
  - 1) Notify the contractor that it is invoking this clause;
  - 2) Utilize the authority of this clause only in emergency circumstances warranting its invocation; and
  - 3) As appropriate, consider contractor's request for equitable adjustment based on the provision of emergency services at the conclusion of actions taken pursuant to this clause.
- (d) Equitable adjustment. The contractor must assert a claim for equitable adjustment within sixty (60) days of conclusion of actions taken pursuant to this clause, or within time specified by the Changes clause, if already included in the contract, whichever is earlier. The government agrees to negotiate an equitable adjustment to this contract at the conclusion of actions taken pursuant to this contingency plan in the event there is a cost impact. A failure of the parties to agree on the equitable adjustment will be considered to be a dispute in accordance with the "Disputes" clause of this contract.
- (e) The contractor shall complete a written plan within 30 days after award of this contract (or, in the case of modification, within 30 days of incorporation into the contract of this clause), for continuing the performance of essential contractor services identified in the attachment to this clause.
  - 1) The plan shall identify provisions made for the acquisition of necessary personnel and resources for continuity of operations up to 30 days or until normal operation can resume.
  - 2) The plan must address at a minimum:
    - i. Challenges associated with maintaining essential services during an extended event, such as a pandemic that occurs in repeated waves;
    - ii. The time lapse associated with the initiation of the acquisition of necessary replacement personnel and resources and their actual availability on-site;
    - iii. The resources, processes and requirements for identification, training and preparedness of personnel who are capable of relocating to alternate spaces or performing work at home;

- iv. Alert and notification procedures for mobilizing identified essential contractor service personnel; and
  - v. The approach for communicating expectations to contractor personnel regarding their roles and responsibilities during an emergency or other event designated by the FBI.
- 3) The contractor shall update and maintain its plan as necessary. The contractor shall provide all updated plans to the contracting officer for approval.
- (f) The contractor shall notify the contracting officer in advance at any time it determines that actions under the contingency plan need to be taken. At the time of notification, the contractor shall also provide a cost estimate with regard to the anticipated cost of continuing to provide services during the emergency. The contractor shall inform the Contracting Officer of an increase or decrease in those anticipated costs within 30 days after continued services have been directed by the Contracting Officer or within any other time period approved by the Contracting Officer in writing. The government reserves the right to determine that action under the contingency plan shall not be taken.
  - (g) In the event that the contractor anticipates not being able to perform services in accordance with its plan, the contractor shall notify the Contracting Officer as expeditiously as possible.
  - (h) The contractor shall participate, as directed by the Contracting Officer, in training events, exercises and drills associated with Government's efforts to test the effectiveness of continuity of operations.
  - (i) The Government reserves the right in an emergency situation to use Federal employees, military personnel or contract support from other contractors or enter into new contracts for essential contractor services.
  - (j) All paragraphs except the equitable adjustment provisions of this clause shall be included in subcontracts that have been determined to be for critical services.

### **H.35 Contracting Officer's Security Representative (COSR) - Contract Security Requirements from Acquisition Security Unit (ASU)**

COSR are the designated representatives of the CO and derives their authorities directly from the CO. They are responsible for certifying the contractor's capability for handling classified material and ensuring that customer security policies and procedures are met. The COSR is the focal point for the contractor, CO, and COTR regarding security issues. The COSR cannot initiate any course of action that may alter the terms of the contract. The COSR is UC [REDACTED]

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[REDACTED] The provisions of this clause shall apply to the extent that any aspect of this contract requires the contractor to access classified, of Sensitive but Unclassified and/or Law Enforcement Sensitive information. If, subsequent to the date of this contract, the security requirements under this contract are changed by the FBI, as provided in this clause, and the security costs or time required for delivery under this contract are thereby increased or decreased, the contract price, delivery schedule, or both, and any other provision of this contract which may be affected shall be subject to an equitable adjustment in accordance with the procedures in the Changes clause of this contract.

### **H.36 DOJ Residency Requirement - Contract Security Requirements from Acquisition Security Unit (ASU)**

DOJ Residency Requirement: All contractor personnel employed within the United States, both United States citizens and non-United States citizens, are required to meet the following residency requirements: For three of the five years immediately prior to applying for the specific contract position, the individual must have 1) resided in the United States; 2) worked for the United States overseas in a Federal or military capability; or 3) be a dependent of a Federal or

military employee serving overseas. The requirement may be waived for short term contractor personnel (performing duties for a cumulative total of 14 days or less) if there is a critical need for their specialized and unique skills. These individuals must, however, be United States citizens or Permanent Resident Aliens.

### **H.37 Contractor Suitability - Contract Security Requirements from Acquisition Security Unit (ASU), Procurement Section Directive (PSD): 09-15.204-2(h)**

Access to FBI facilities and information is subject to specific security and suitability requirements. The FBI reserves the right and prerogative to deny and/or restrict facility and information access of any contractor employee determined by the FBI, at any time during performance, to be unsuitable for access and/or present a risk of compromising sensitive government information to which he or she would have access to under this contract. Contractors will be allotted a reasonable amount of time, determined by the government, to replace the employee found not suitable for continued contract performance. Failure to replace the employee may result in a no cost termination for cause by the government.

### **H.38 DOJ Security of Systems and PII - Contract Security Requirements from Acquisition Security Unit (ASU), Procurement Section Directive (PSD): 11-24.101**

On 3/20/2008, the Senior Procurement Executive, DOJ, notified the FBI of requirements for addressing Department systems and data, including provisions governing the use of laptops by contractors which are to be included in all current and future contracts where a contractor handles data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform on the contract and concerns Department programs or personnel. Effective immediately if a procurement is expected to result in the acquisition of services where the contractor handles data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel procurement officials are required to incorporate the appropriate special security requirements. It should be noted that within Section A, paragraphs a, b, and d apply to all data, even data that may not be personally identifiable information (PII). Section B sets forth special security requirements that must be used in contracts involving PII obtained by the Department from a contractor, such as an information seller or data broker. A request for a waiver from the requirement to include these special security requirements, or deviations from the language (except those that are more stringent), must be made in writing to the Senior Procurement Executive. Permission for a deviation or waiver will only be granted in unusual circumstances.

### **H.39 Personnel Security - Contract Security Requirements from Acquisition Security Unit (ASU)**

#### **H.39.1 Personnel Security Requirements:**

The administrative control and maintenance of accurate records of contractors has been identified by both the Intelligence Community and FBI Executive Management as a matter of concern. With the continuous dependency on contractors to support the FBI, to include access to FBI facilities and information, if a procurement is expected to result in the acquisition of services involving the assignment of contractor personnel to FBI locations the Program Management Officer/Contracting Officer's Technical Representative (COTR), in coordination with the assigned Chief Security Officer, are required to identify during procurement planning stages,

whether an acquisition will require assignment of contractor personnel to FBI locations, and therefore require the anticipated contract to include the Special Security Clause identified below in 1.2. 1.2 Special Security Requirements: Security Requirements Applicable to Contractor Personnel Assigned to FBI Locations: Requirements are applicable to all individuals to be assigned to FBI locations, to include those identified as "Key Personnel", if specified in the contract. The contractor shall plan for expected attrition through advanced preparation and submission of required information. Award of this contract is anticipated to result in assignment of contractor personnel to FBI controlled or occupied space. Security and ethical conduct requirements, specific to the contract, to include a copy of the "Contractor & FBI Employees Ethics Standards Factsheet" are provided. Any questions that the contractor or contractor personnel may have on the applicability of these requirements shall be addressed to the Contracting Officer's Security Representative of [REDACTED] at [REDACTED]

[REDACTED] As such, all contractor personnel assigned to such space must be briefed, in advance of arrival, by the contractor on the provided FBI policies and procedures, as identified in the contract, regarding ethical conduct and security requirements. A list of assigned Contractor personnel and verification of their briefing shall be provided to the cognizant contractor security officer for subsequent transmittal to the proper FBI Security Officer assigned oversight of this contract. This list must be provided no later than seven (7) days in advance of the individual's scheduled date of initial performance at an FBI location. Failure to provide the required verification of briefing will result in a delay of the individual's access to the facility.

Additionally, within 15 days from assignment to FBI space, the employee must attend an FBI Security Awareness Briefing, which will further address FBI policies and procedures, as identified in FBI's Policy and Guidance Library. This training is currently satisfied through the contractor employee's attendance at the Security Division's Career Services Management Unit's quarterly contractor's training offered at FBI, 935 Pennsylvania Avenue, NW, Washington, DC. The assigned FBI Chief Security Officer will contact the employee with the date and time of their scheduled briefing. Failure to attend this briefing or make arrangements to attend a subsequent briefing will result in immediate removal of the employee from FBI space. If contract performance is impacted as a result of removal of the employee, the contractor may be found in default of the contract. In the event that the development of information or material is not clearly covered by the contract or regulations, the contractor is required to seek FBI guidance regarding its handling of classified and/or unclassified information. Only such persons who have been authorized by the Contracting Officer and/or the Chief Security Officer/Contracting Officer's Security Representative, if the work is for other than specified personnel, shall be assigned to this work. In this connection, for identification purposes, the contractor will be required to submit the name, address, place and date of birth of all personnel who will be involved in the work hereunder. Said information will be required to be provided to the identified Chief Security Officer not later than seven (7) days in advance of the scheduled date of such work. Information relating to an individual(s) identified as "Key Personnel" should be reported to the Chief Security Officer after the written consent of the Contracting Officer has been received. All contractor personnel who receive a security clearance or access approval under the terms of this contract will be required to execute a FBI specified nondisclosure agreement. The contractor agrees to abide by all applicable FBI security regulations governing personnel, facilities, technical, information systems, communications and protective programs. The following reporting requirements are to be reported to the identified Chief Security Officer as promptly as possible, but in no event later than two (2) business days after receipt of such knowledge. a. Adverse Information. Contractors shall report any adverse information coming to their attention concerning any of their employees supporting this contract. Adverse information is defined as any information that adversely reflect on the integrity or character of an employee that suggests that his or her ability to safeguard FBI Sensitive But Unclassified (SBU)/Law Enforcement Sensitive (LES) and/or classified information may be impaired, or that his or her

b6 -1  
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access to the information clearly may not be in the interest of the FBI and/or National Security. b. Suspicious Contacts. Contractors shall report efforts by any individual, regardless of nationality, to obtain illegal or unauthorized access to FBI SBU/LES or classified information or to compromise an employee. c. Change in Employee Status. Contractors shall report (1) the death, (2) a name change, (3) change in marital status, (4) change to performance which alters their originally assigned location and FBI Division to which they report, (5) termination of employment. d. Employees Desiring Not to Perform on the Contract. e. Evidence that an employee no longer wishes to support the contract. f. Official or Unofficial Foreign Travel.

#### **H.40 Warrantless Search - Contract Security Requirements from Acquisition Security Unit (ASU)**

All cleared personnel accessing information within FBI controlled space are required to execute FBI Form FD 1001 Consent for Warrantless Searches of Department of Justice (DOJ) Workplaces as a condition of working at FBI facilities. The FBI's Director implemented the Attorney General's policy subjecting employees to warrantless physical searches of their offices or immediate workplaces within DOJ premises when authorized by the Attorney General (AG) or the Deputy Attorney General (DAG) based upon a determination that information the Department deems credible indicates that the employee: 1) is, or may be, disclosing classified information in an unauthorized manner; 2) has incurred excessive indebtedness or has acquired a level of affluence that can not be reasonably explained by other information; 3) had the capability and opportunity to disclose classified information that is believed to have been lost or compromised to a foreign power or an agent of a foreign power; or 4) has repeatedly or significantly mishandled or improperly stored classified information. The search may extend to the entire office or workplace and anything within it that might hold classified information, including locked containers (such as briefcases) and electronic storage media (such as computer disk and handheld computers), whether owned by the government, by the employee, or by a third party. The search may be conducted by appropriate FBI personnel and/or law enforcement officers, on an announced or unannounced basis, during the workday or after hours. If discovered during a search, evidence of misconduct - whether related to storage or classified information, storage of sensitive but unclassified information, or a crime - will be collected and reported to appropriate authorities. Contractor personnel who will meet the above criteria will be required to sign Form FD 1001 Consent for Warrantless Searches of Department of Justice (DOJ) Workplaces (attached) upon award and forward the executed form(s) to the assigned Contracting Officer's Technical Representative designated in Section G of the solicitation if this is a formal solicitation or listed below. All forms will be retained by the FBI during the period the individual is providing services and two years after that individual's departure before final disposition is taken.

#### **H.41 e-QIP - Contract Security Requirements from Acquisition Security Unit (ASU), Procurement Section Directive (PSD): 09-22.18**

Performance under this contract may require access to FBI locations to provide some service, product, or perform some other official function of interest to the FBI. Requirements, as identified below, to include approval by the FBI's Security Division, must be satisfied prior to access. Contractors who will require escorted access, to include short-term, intermittent, or infrequent access, to an FBI facility must complete an "Access of Non-FBI Personnel to FBI Facilities, Background Data Information Form," (FD 816), a "Privacy Act of 1974 Acknowledgment Form" (FD 484) and two Fingerprint Cards (FD 258). Completed forms should be provided to the assigned Contracting Officer's Technical Representative (COTR) at least 10 days prior to required access. Individuals requiring unescorted access to an FBI facility

must complete the Standard Form 86 (SF-86), Questionnaire for National Security Positions, using the Office of Personnel Management's Electronic Questionnaires for Investigations Processing (e-QIP) and provide two Fingerprint Cards (FD 258). e-QIP is a secure website that can be accessed from any computer system which has an Internet connection. Only the signed release forms and FD 258 will need to be mailed to the identified Chief Security Officer, the SF-86 itself will be transmitted to the FBI electronically. To complete the SF-86 using e-QIP, the individual requiring unescorted access to the FBI facility must contact (insert Chief Security Officer, Division, and telephone number) in order to be initiated into e-QIP. Once this action has been accomplished, the individual should be able to access e-QIP at the following link in order to initiate and complete the electronic process: <http://www.opm.gov/e-qip/browser-check.asp>. Thoroughly read and follow the instructions for completing the SF-86. NOTE: To fully address suitability/security issues, the FBI requires individuals to provide responses to questions on the SF-86 for the last ten years. Failure to complete the application as instructed may lead to significant delays in processing the required investigation and approval for unescorted access. Upon logging onto e-QIP, there will be a prompt to answer three "Golden" security questions to establish the user account. After completing the electronic SF-86, please print and sign the (1) Certification Form (CER) - Certify Completeness and Accuracy of your Investigation Request; (2) Medical Release Form (MEL) - Authorization for Release of Medical Information; and (3) Release Form (REL) - Authorization for Release of Information. In addition to these SF 86 release forms, the completion of a Non-Personnel Consent to Release Information (FD-979a), the United States Department of Justice Disclosure and Authorization Pertaining to Consumer Reports (DOJ 555) are required. Annotation of the assigned e-QIP Investigation Request Number on the upper right corner of each document transmitted to the identified Chief Security Officer is required for coordination with the electronic transmission and to facilitate the investigative process. The e-QIP Investigation Request Number, automatically generated by e-QIP, is located on both the header and footer of the signature forms. These release forms (five total) and FD 258 should be mailed via Federal Express or UPS Express mail directly to the following address: (insert name and address of Chief Security Officer). The use of regular U.S. mail channels may cause significant delays in processing the unescorted access request. Upon completion of processing the facility access request, the individual will be required to execute a non-disclosure agreement suitable for their approved access.

**H.42 DOJ PGD 15-02 -Corporate Representation Regarding Felony Conviction Under Any Federal Law or Unpaid Delinquent Tax Liability – Solicitation (Deviation 2015-02) (March 2015)**

- (a) None of the funds made available by the Department's current Appropriations Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with a corporation –
- (1) convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
- (2) that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability.
- (b) By submitting a response to this solicitation, the offeror represents that, as of the date of this offer –
  - (1) the offeror is *not* corporation convicted of a felony criminal violation under any Federal or State law within the preceding 24 months; and,

- (2) the offeror is *not* a corporation that has any unpaid Federal or State tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**H.43 Contractor Internal Confidentiality Agreements or Statements Prohibiting or Restrictions Reporting of Waste, Fraud, and Abuse-Solicitation (DEVIATION 2015-02) (March 2015)**

None of the funds appropriated to the Department under its current Appropriations Act may be used to enter into a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, and abuse to sign internal contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. By submitting a response to this solicitation, the contractor certifies that it does *not* require employees or contractors of the contractor seeking to report fraud, waste and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting waste, fraud and abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

## SECTION I – CONTRACT CLAUSES

The clauses listed below shall apply to this contract if they are not among the GSA Schedule Terms and Conditions.

**I.1 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.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	SEPT 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Transactions	SEP 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records – Negotiation	OCT 2010
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications.	OCT 2010
52.215-14	Integrity of Unit Prices – Alternate 1	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-21	Requirements for Certified Cost or Pricing Data or Data Other Than Certified Cost or Pricing Data—Modifications	OCT 2010
52.215-23	Limitation on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost and Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	JUL 2013

52.219-9	Small Business Subcontracting Plan – Alternate III	JUL 2013
52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-2	Payment for Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-12	Contract Termination – Debarment	FEB 1988
52.222-19	Child Labor – Cooperation with Authorities and Remedies	NOV 2013
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Veterans	SEP 2010
52.222-36	Equal Opportunity for Workers with Disabilities	OCT 2010
52.222-37	Employment Reports Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-43	Fair Labor Standards Act and Service Contract Act – Price adjustment (Multiple Year and Option Contracts)	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employee Eligibility Verification	AUG 2013
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Contractor Policy to Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-1	Buy America Act – Supplies	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-10	Filing of Patent Applications – Classified Subject Matter	DEC 2007
52.227-13	Patent Rights – Ownership by the Government	DEC 2007
52.227-14	Rights in Data – General – Alternate II	DEC 2007
52.227-14	Rights in Data – General – Alternate III	DEC 2007
52.227-15	Representation of Limited Rights Data and Restricted Computer Software	DEC 2007
52.227-16	Additional Data Requirements	JUNE 1987
52.227-17	Rights in Data – Special Works	DEC 2007
52.228-7	Insurance – Liability to Third Persons	MAR 1996
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)	FEB 2013
52.230-2	Cost Accounting Standards	MAY 2012
52.230-3	Disclosure and Consistency of Cost Accounting Practices	MAY 2012
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability of Funds	APR 1984

52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer – System For Award Management	JUL 2013
52.233-1	Disputes	JUL 2002
52.233-3	Protest after Award - Alternate I	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.243-1	Changes – Fixed Price	AUG 1987
52.243-2	Changes – Cost Reimbursement – Alternate I	APR 1984
52.244-2	Subcontracts – Alternate I	JUN 2007
52.244-6	Subcontracting for Commercial Items	JUL 2013
52.245-1	Government Property	APR 2012
52.245-9	Use and Charges	APR 2012
52.246-17	Warranty of Supplies of a Noncomplex Nature	JUN 2003
52.246-20	Warranty of Services	MAY 2001
52.246-23	Limitation of Liability	FEB 1997
52.246-25	Limitation of Liability – Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination for Convenience of the Government (Fixed Price)	APR 2012
52.249-6	Termination (Cost Reimbursement) – Alternate IV	SEPT 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
522.6	Walsh Healey Public Contracts Act	OCT 2010

## **I.2 Non-Standard Clauses for Unique Contract Actions**

The following clauses are identified in the Contract; however, these are not standard clauses and are not applicable unless clearly identified in a TOPR/TOQR for incorporation into a contract award or incorporated after award through a bilateral contract modification.

52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.232-13	Notice of Progress Payments	APR 1984

## **I.3 Clauses Incorporated by Full Text**

52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
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(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

## **52.215-19 Notification of Ownership Changes**

**OCT 1997**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The contractor shall—

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

#### **52.217-8 Option to Extend Services**

**NOV 1999**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of Clause)

#### **52.244-6 Subcontracts for Commercial Items – Alternate IOCT 2010**

(a) Definitions. As used in this clause--

"Commercial item," has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract," includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1) (41 U.S.C. 251 note), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or the Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L 111-5), if the subcontract is funded under the Recovery Act.



(iii) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1,500,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793);

(vii) [Reserved]

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App 1241 and 10 U.S.C. 2631) flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

Alternate I (June 2010). As prescribed in 44.403(b), the Contracting Officer shall substitute the following paragraph (d) for paragraph (d) of the base clause, and add the following paragraph (e):

(d) The Contractor shall include the terms of this clause, including this paragraph (d), but not including paragraph (e), in subcontracts awarded under this contract.

(e) To the maximum extent practicable, when the Contractor acts as a purchasing agent for the Government with respect to a purchase that exceeds the simplified acquisition threshold, the Contractor shall conduct market research (10 U.S.C. 2377(c)) to –

(i) Determine if commercial items or, to the extent commercial items suitable to meet the agency's needs are not available, non-developmental items are available that –

(A) Meet the agency's requirements;

(B) Could be modified to meet the agency's requirements; or

(C) Could meet the agency's requirements if those requirements were modified to a reasonable extent; and

(ii) Determine the extent to which commercial items or non-developmental items could be incorporated at the component level.

(End of Clause)

## **52.252-4 Alterations in Contract**

**APR 1984**

Portions of this contract are altered as follows:

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(End of clause)

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## SECTION 9 –LIST OF ATTACHMENTS

ATTACHMENT A: SECTION A - SF-33

ATTACHMENT B: STATEMENT OF WORK

ATTACHMENT C: CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH  
FEDERAL TAX REQUIREMENT

~~SECRET~~

~~SECRET~~

ATTACHMENT A:

~~SECRET~~

~~SECRET~~

**ATTACHMENT B:**

~~SECRET~~

**APPENDIX 1**  
**PED MITIGATION TABLE for NON-SCIF AREAS**

<b>PED Functionalities</b>	<b>Approval and Registration Required</b>	<b>Mitigation Required Prior to Use</b>	<b>Introduction Permitted</b>	<b>PED Use Permitted</b>
No Wireless or Recording Capabilities	No	None	Yes	Yes
Single Function RF Receiver (Pager, AM/FM Radio)	No	None	Yes	Yes
Single-function Cell Phone and One-way Pagers	No	None	Yes	Yes
Infrared (IR) Capability	Yes	Metal Tape/ or Physically Disabled	Yes	Yes
Government/Contractor Laptop with Microphone	Yes	Adaptor/ Erase Plug <sup>2</sup>	Yes	PROHIBITED
Image Capturing or Camera Capabilities	No			PROHIBITED
RF Capability*	No			PROHIBITED

***Note: This table applies only to PED use in non-SCIF areas of an FBI-controlled facility.***

~~SECRET~~

ATTACHMENT C:

CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH  
FEDERAL TAX REQUIREMENT



FEDERAL BUREAU OF INVESTIGATION



PROCUREMENT-SENSITIVE

CONTRACTOR CERTIFICATION OF COMPLIANCE WITH FEDERAL TAX  
REQUIREMENTS

By submitting a response to a solicitation, request for quotation, or accepting contract award, the Contractor certifies that, to the best of its knowledge and belief, the Contractor has:

- (1) filed all Federal Tax returns required during the three years preceding the certification,
- (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986,
- (3) has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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**SECTION K-REPRESENTATION, CERTIFICATION  
AND OTHER STATEMENTS**

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## SECTION L – INSTRUCTIONS FOR RFP SUBMISSION AND EVALUATION CRITERIA

### **L.1    52.252-1       Solicitation Provisions Incorporated by Reference       FEB 1998**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

(End of provision)

### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<b>52.204-6</b>	<b>Data Universal Numbering System (DUNS) Number</b>	<b>JUL 2013</b>
<b>52.214-34</b>	<b>Submission of Offers in the English Language</b>	<b>APR 1991</b>
<b>52.214-35</b>	<b>Submission of Offers in U.S. Currency</b>	<b>APR 1991</b>
<b>52.215-1</b>	<b>Instructors to Offerors—Competitive Acquisition</b>	<b>JAN 2004</b>
<b>52.215-20</b>	<b>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data</b>	<b>OCT 2010</b>
<b>52.215-22</b>	<b>Limitations on Pass-Through Charges – Identification of Subcontract Effort</b>	<b>OCT 2009</b>
<b>52.222-46</b>	<b>Evaluation of Compensation for Professional Employees</b>	<b>FEB 1993</b>
<b>52.216-1</b>	<b>Type of Contract</b>	<b>APR 1984</b>

The Government contemplates a single IDIQ type contract resulting from this solicitation. The Government anticipates awarding Task Orders across the range of contract types available depending upon the nature of the requirements of the individual Task Order.

(End of Provision)

### **52.233-2       Service of Protest (Sep 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (CO) (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Federal Bureau of Investigation  
Attn:  
935 Pennsylvania Ave., NW  
Washington, DC 20535

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**JAR 2852.233-70      Protests Filed Directly With the Department of Justice**  
**1998**

**JAN**

- (a) The following definitions apply in this provision:
- (1) "Agency Protest Official" means the official, other than the Contracting Officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.
  - (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.
  - (3) "Interested Party" means an actual or prospective Offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
- (b) A protest filed directly with the Department of Justice must:
- (1) Indicate that it is a protest to the agency
  - (2) Be filed with the Contracting Officer
  - (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.
  - (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
  - (5) Include the information required by FAR 33.102(a)(2):
    - (i) Name, address, facsimile number and telephone number of the protestor.
    - (ii) Solicitation or contract number.
    - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
    - (iv) Copies of relevant documents.
    - (v) Request for a ruling by the agency.
    - (vi) Statement as to the form of relief requested.
    - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
    - (viii) All information establishing the timeliness of this protest.

- (c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
- (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
- (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for many officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either meeting to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protestor for any legal fees related to the agency protest.
- (i) The Department of Justice will stay award or suspend contract Performance in accordance with FAR 33.103(f). The stay or suspension unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
- (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.

(End of Clause)

## **L.2 Costs Incurred by Responding to the Solicitation**

The government shall not reimburse any costs incurred by recipients of this solicitation documentation resulting from the formulation a proposal or response to this solicitation.

## **L.3 Commitment**

The CO is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

#### **L.4 Discrepancies**

If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror should notify the CO in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

#### **L.5 Omissions**

Failure to submit any of the information requested by this solicitation may be cause for unfavorable consideration.

#### **L.6 Confidential Information and Freedom of Information Act**

**L.6.1** The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests from outside the Government for copies of contract qualifications and proposals submitted to federal agencies. If an Offeror's submissions contain information that he/she believes should be withheld from such requestors under FOIA on the grounds that they contain "trade secrets and commercial or financial information" [5 USC §552(b)(4)], the Offeror should mark its submissions in the following manner:

**L.6.2** The following notice should be placed on the title page: "Some parts of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on such grounds is contained on page(s) \_\_\_\_\_."

**L.6.3** Each individual item considered privileged or confidential under FOIA should be marked with the following notice: "The data or information is considered confidential or privileged, and is not subject to mandatory disclosure under the Freedom of Information Act."

#### **L.7 Proposal Instructions**

##### **L.7.1 General Proposal Instructions**

Submit proposal to

Contracting Officer  
Federal Bureau of Investigation

b6 -1  
b7C -1

##### **L.7.1.1 Contracting Approach**

The contract will be procured under the FAR Part 15 Negotiated competitive acquisition procedures. The procurement will result in a single award.



U.S. Department of Justice

Federal Bureau of Investigation  
Washington, D.C. 20535

January 6, 2017

THE ASSOCIATED PRESS  
450 WEST 33<sup>RD</sup> STREET  
NEW YORK, NY 10001

FOIPA Request No.: 1349800-0  
Case No.: 16-cv-01850  
Subject: OUTSIDE PARTY CONTRACT/ FEES FOR  
OPENING SYED FAROOK IPHONE

Dear Eric Tucker:

The enclosed documents were reviewed under the Freedom of Information Act (FOIA), Title 5, United States Code, Section 552. Deletions have been made to protect information which is exempt from disclosure, with the appropriate exemptions noted on the page next to the excision. In addition, a deleted page information sheet was inserted in the file to indicate where pages were withheld entirely. The exemptions used to withhold information are marked below and explained on the enclosed Explanation of Exemptions:

**Section 552**

☒ (b)(1)

☐ (b)(2)

☒ (b)(3)

50 U.S.C, Section 3024 (j)(1)

☒ (b)(4)

☐ (b)(5)

☒ (b)(6)

☐ (b)(7)(A)

☐ (b)(7)(B)

☒ (b)(7)(C)

☐ (b)(7)(D)

☒ (b)(7)(E)

☐ (b)(7)(F)

☐ (b)(8)

☐ (b)(9)

**Section 552a**

☐ (d)(5)

☐ (j)(2)

☐ (k)(1)

☐ (k)(2)

☐ (k)(3)

☐ (k)(4)

☐ (k)(5)

☐ (k)(6)

☐ (k)(7)

123 pages were reviewed and 100 pages are being released.

☐ Document(s) were located which originated with, or contained information concerning, other Government Agency (ies) [OGA].

☐ This information has been referred to the OGA(s) for review and direct response to you.

☐ We are consulting with another agency. The FBI will correspond with you regarding this information when the consultation is completed.

☐ In accordance with standard FBI practice and pursuant to FOIA exemption (b)(7)(E) and Privacy Act exemption (j)(2) [5 U.S.C. § 552/552a (b)(7)(E)/(j)(2)], this response neither confirms nor denies the existence of your subject's name on any watch lists.

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA. See 5 U.S.C. § 552(c) (2006 & Supp. IV (2010)). This response is limited to those records that are subject to the requirements of the FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist. Enclosed for your information is a copy of the Explanation of Exemptions.

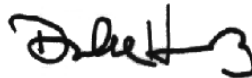
For questions regarding our determinations, visit the [www.fbi.gov/foia](http://www.fbi.gov/foia) website under "Contact Us." The FOIPA Request Number listed above has been assigned to your request. Please use this number in all correspondence concerning your request. Your patience is appreciated.

Although your request is in litigation, we are required by 5 USC § 552 (a)(6)(A) to provide you the following information concerning your right to appeal. You may file an appeal by writing to the Director, Office of Information Policy (OIP), United States Department of Justice, Suite 11050, 1425 New York Avenue, NW, Washington, D.C. 20530-0001, or you may submit an appeal through OIP's FOIAonline portal by creating an account on the following web site: <https://foiaonline.regulations.gov/foia/action/public/home>. Your appeal must be postmarked or electronically transmitted within ninety (90) days from the date of this letter in order to be considered timely. If you submit your appeal by mail, both the letter and the envelope should be clearly marked "Freedom of Information Act Appeal." Please cite the FOIPA Request Number assigned to your request so that it may be easily identified.

☐ The enclosed material is from the main investigative file(s) in which the subject(s) of your request was the focus of the investigation. Our search located additional references, in files relating to other individuals, or matters, which may or may not be about your subject(s). Our experience has shown when ident, references usually contain information similar to the information processed in the main file(s). Because of our significant backlog, we have given priority to processing only the main investigative file(s). If you want the references, you must submit a separate request for them in writing, and they will be reviewed at a later date, as time and resources permit.

☒ See additional information which follows.

Sincerely,



David M. Hardy  
Section Chief  
Record/Information  
Dissemination Section  
Records Management Division

Enclosure(s)

The enclosed documents represent the final release of information responsive to your Freedom of Information Acts (FOIA) request.

This material is being provided to you at no charge.

## **EXPLANATION OF EXEMPTIONS**

### **SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552**

- (b)(1) (A) specifically authorized under criteria established by an Executive order to be kept secret in the interest of national defense or foreign policy and (B) are in fact properly classified to such Executive order;
- (b)(2) related solely to the internal personnel rules and practices of an agency;
- (b)(3) specifically exempted from disclosure by statute (other than section 552b of this title), provided that such statute (A) requires that the matters be withheld from the public in such a manner as to leave no discretion on issue, or (B) establishes particular criteria for withholding or refers to particular types of matters to be withheld;
- (b)(4) trade secrets and commercial or financial information obtained from a person and privileged or confidential;
- (b)(5) inter-agency or intra-agency memorandums or letters which would not be available by law to a party other than an agency in litigation with the agency;
- (b)(6) personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy;
- (b)(7) records or information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information ( A ) could reasonably be expected to interfere with enforcement proceedings, ( B ) would deprive a person of a right to a fair trial or an impartial adjudication, ( C ) could reasonably be expected to constitute an unwarranted invasion of personal privacy, ( D ) could reasonably be expected to disclose the identity of confidential source, including a State, local, or foreign agency or authority or any private institution which furnished information on a confidential basis, and, in the case of record or information compiled by a criminal law enforcement authority in the course of a criminal investigation, or by an agency conducting a lawful national security intelligence investigation, information furnished by a confidential source, ( E ) would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law, or ( F ) could reasonably be expected to endanger the life or physical safety of any individual;
- (b)(8) contained in or related to examination, operating, or condition reports prepared by, on behalf of, or for the use of an agency responsible for the regulation or supervision of financial institutions; or
- (b)(9) geological and geophysical information and data, including maps, concerning wells.

### **SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552a**

- (d)(5) information compiled in reasonable anticipation of a civil action proceeding;
- (j)(2) material reporting investigative efforts pertaining to the enforcement of criminal law including efforts to prevent, control, or reduce crime or apprehend criminals;
- (k)(1) information which is currently and properly classified pursuant to an Executive order in the interest of the national defense or foreign policy, for example, information involving intelligence sources or methods;
- (k)(2) investigatory material compiled for law enforcement purposes, other than criminal, which did not result in loss of a right, benefit or privilege under Federal programs, or which would identify a source who furnished information pursuant to a promise that his/her identity would be held in confidence;
- (k)(3) material maintained in connection with providing protective services to the President of the United States or any other individual pursuant to the authority of Title 18, United States Code, Section 3056;
- (k)(4) required by statute to be maintained and used solely as statistical records;
- (k)(5) investigatory material compiled solely for the purpose of determining suitability, eligibility, or qualifications for Federal civilian employment or for access to classified information, the disclosure of which would reveal the identity of the person who furnished information pursuant to a promise that his/her identity would be held in confidence;
- (k)(6) testing or examination material used to determine individual qualifications for appointment or promotion in Federal Government service the release of which would compromise the testing or examination process;
- (k)(7) material used to determine potential for promotion in the armed services, the disclosure of which would reveal the identity of the person who furnished the material pursuant to a promise that his/her identity would be held in confidence.

~~SECRET//ORCON//NOFORN~~

ATTACHMENT C:

CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH  
FEDERAL TAX REQUIREMENT



FEDERAL BUREAU OF INVESTIGATION



PROCUREMENT-SENSITIVE

CONTRACTOR CERTIFICATION OF COMPLIANCE WITH FEDERAL TAX  
REQUIREMENTS

By submitting a response to a solicitation, request for quotation, or accepting contract award, the Contractor certifies that, to the best of its knowledge and belief, the Contractor has:

- (1) filed all Federal Tax returns required during the three years preceding the certification,
- (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986,
- (3) has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(S)

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b7C -2

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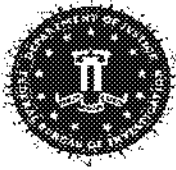


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FOI/PA  
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Civil Action# 16-cv-01850

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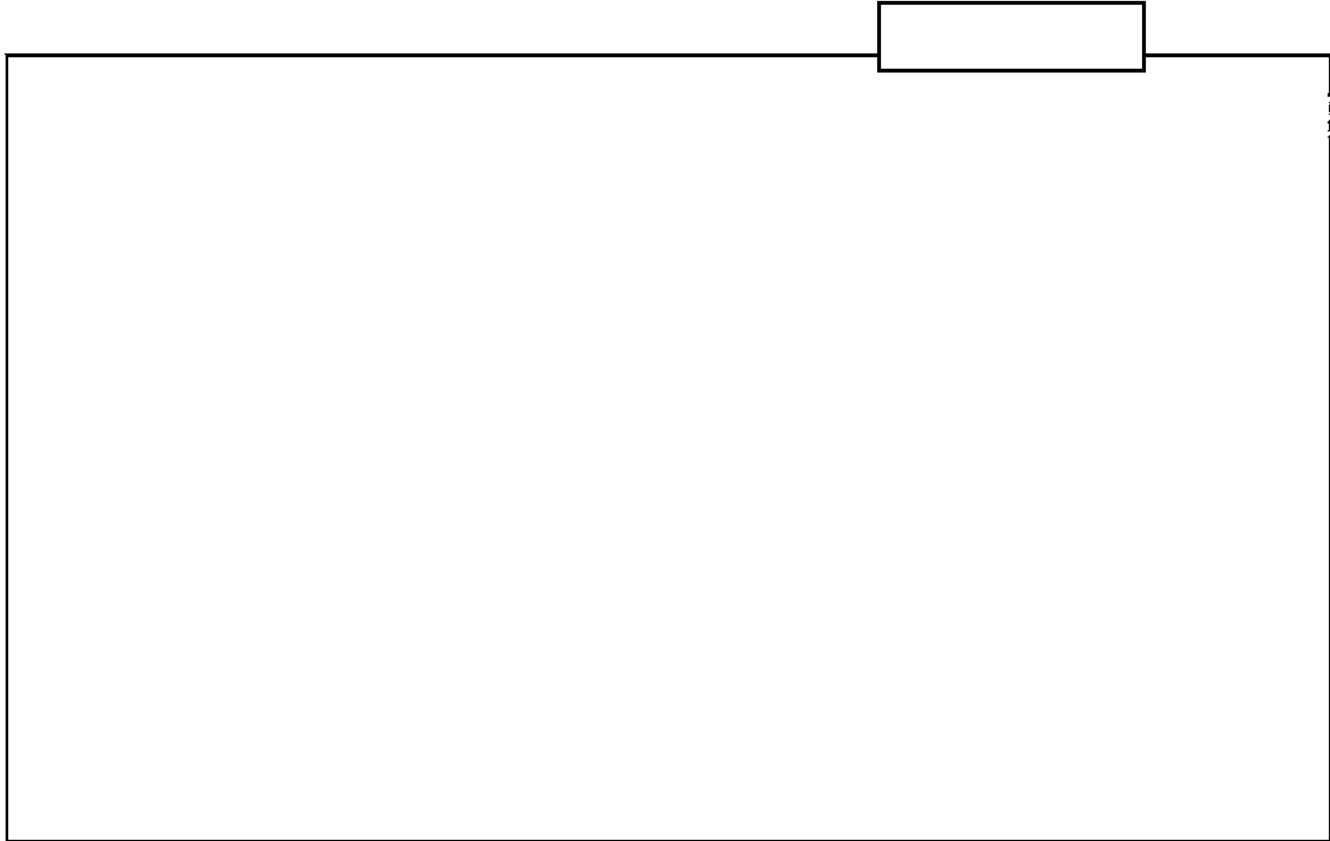
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REASON: 1.4 (C)  
DECLASSIFY ON: 12-31-2041  
DATE: 11-25-2016

U.S. Department of Justice

Federal Bureau of Investigation

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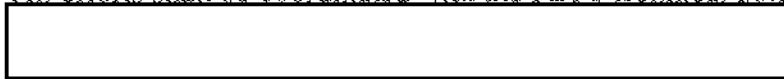
Washington, DC 20535



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4. All efforts shall be coordinated with the FBI's technical point of contact, [redacted]

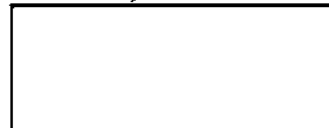
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Thank you for your cooperation in this matter. Should you have any questions regarding this requirement you may contact me at [redacted]

b6 -1  
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b7E -1

Sincerely,



Contracting Officer

Procurement Section  
Finance Division

~~(Secret//ORCON/NOFORN)~~

AP-24

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WHERE SHOWN OTHERWISE

## PRODUCT DEMONSTRATION AGREEMENT

(S)

b1 -1  
b3 -1  
b4 -1  
b7E -2

This document contains the entire Agreement between the parties with respect to this demonstration.  
This Agreement can only be modified in writing, with the signatures of both parties' authorized  
representatives. For the Government, the only authorized representative is the Contracting Officer.

FOR THE GOVERNMENT:

[Redacted Signature Box]

Contracting Officer

[Redacted Signature Box]

Authorized Representative

(S)

b1 -1  
b3 -1  
b4 -1  
b6 -1, -2  
b7C -1, -2  
b7E -2

~~SECRET~~

Requisition for Goods or Services: Statement of Need

Requisition Number: [REDACTED]	Requisition Date: 03/21/2016	b1 -1 b3 -1 b6 -1
Drafted By: [REDACTED] (S)	PDF Generated on: 03/23/2016 07:25 AM	b7C -1 b7E -2

REQUISITION INFORMATION

[REDACTED]	(S)	b1 -1 b3 -1 b4 -1 b6 -1 b7C -1 b7E -2
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Is this requisition for the current fiscal year? Yes	Fiscal Year: FY16	b1 -1 b3 -1 b4 -1
POC for Additional Info: [REDACTED]	POC Net ID: [REDACTED]	b6 -1 b7C -1 b7E -2

[REDACTED]	[REDACTED]
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Requisition for Goods or Services: Statement of Need

(S)

b1 -1  
b3 -1  
b4 -1  
b7E -2

APPROVER INFORMATION

Division Unit Chief:  
Division Section Chief:  
Division Deputy Assistant Director:  
Division Assistant Director:

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REASON: 1.4 (C)  
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DATE: 11-23-2016

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U.S. Department of Justice

Federal Bureau of Investigation

Washington, D.C. 20535-0001

FEDERAL BUREAU OF INVESTIGATION

PROCUREMENT-SENSITIVE AND SENSITIVE INFORMATION  
NON-DISCLOSURE AGREEMENT

(S)

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b4 -1  
b6 -2  
b7C -2  
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~~Secret//ORCON/NOFORN~~

CLASSIFIED BY: NSICG J76J18T80  
REASON: 1.4 (C)  
DECLASSIFY ON: 12-31-2041  
DATE: 11-23-2016



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Federal Bureau of Investigation

Washington, D.C. 20535-0001

FEDERAL BUREAU OF INVESTIGATION

PROCUREMENT-SENSITIVE AND SENSITIVE INFORMATION  
NON-DISCLOSURE AGREEMENT

(S)

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~~SECRET//ORCON//NOFORN~~

Security Addendum for Requisition [REDACTED]

b1 -1  
b3 -1  
b7E -2

(U) The above-referenced procurement request was reviewed in order to make a determination as to whether it should be relieved of the "full and open competition" requirements of the FAR for security reasons.

~~(S//NF)~~ The FBI is the principal investigative arm of the United States Department of Justice charged with gathering and reporting facts, locating witnesses, and obtaining evidence in cases involving Federal jurisdiction. The mission of the FBI's Operational Technology Division (OTD) is to provide technical and forensic services to the FBI and other law enforcement agencies and support their ability to conduct lawfully authorized electronic surveillance. The OTD engages in developmental projects and activities that provide technical, forensic, collection, surveillance, and tactical communications capabilities law enforcement needs to accomplish its objectives.

(S)

b1 -1  
b3 -1  
b4 -1  
b7E -1, -2

(S)

[REDACTED] The basis for the sole source arises under Federal Acquisition Regulation (FAR) Subpart 6.302-6 which states that "full and open competition need not be provided for when 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 bid or proposals."

b1 -1  
b3 -1  
b4 -1  
b7E -1, -2

Classified By: [REDACTED]  
Derived From: FBINSIC-20130301  
Declassify On: [REDACTED]

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[REDACTED] On December 2, 2015, Sayed Farook and his wife opened fire on approximately 80 of his coworkers at the San Bernadino Department of Public Health holiday party. Fourteen people were killed and twenty were injured. The attack was deemed a terrorist incident. The FBI, which has lead agency investigative authority for counterterrorism matters, took charge of the investigation. One challenge the FBI encountered, as it conducted its investigation, was the inability to access data on the iphone 5C that San Bernadino County issued Farook in connection with his employment. The data is potentially critical to the FBI's investigation, as it could reveal, among other things, terrorist ties and individual contacts maintained by Farook. Exploiting this information could help the FBI determine whether the attack in San Bernadino was an isolated incident or whether it was part of a broader plan supported by a terrorist network.

(U) The FBI's inability to access Farook's data was due to the encryption features deployed by Apple's iOS 9.0.2, the operating system. In an effort to compel Apple's assistance in extracting the data it sought, the FBI obtained, in February 2016, an order mandating such assistance from Sheri Pym, Magistrate Judge for the Central District of California. Apple contested that order and legal proceedings ensued. During the course of those proceedings, the FBI continued to search for a way to access Farook's data without Apple's assistance.

(S)

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b7E -2

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(S)

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~~SECRET//ORCON//NOFORN~~

(S)

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b7E -2

(U) The contractor does not require connectivity or access to FBI classified networks, or classified information in order to successfully provide products or services. The contractor will require infrequent, escorted access to FBI facilities in order to provide product demonstrations and status updates to FBI personnel.

(S)

b1 -1  
b3 -1  
b4 -1  
b7E -1, -2

(U) It is my determination that a FedBizOps synopsis cannot be worded to preclude the disclosure of the FBI's needs and that such a disclosure would compromise national security. Based on 41 U.S.C. 253(c)(6) and within the meaning of FAR Part 5.202(a)(1) it is therefore recommended that no advertisement accompany this procurement.

b6 -1  
b7C -1  
b7E -2

Operational Technology Division

~~SECRET//ORCON//NOFORN~~

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FOI/PA  
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