

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1491075-000

Total Deleted Page(s) = 13
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~~SECRET(S)~~

Requisition for Goods or Services: Audit History

Requisition Number: [redacted] Requisition Creation Date: [redacted] b7E

PDF Generated on 02/07/2020 01:04 PM

Summary of all actionstaken on this requisition:

Date & Time	Stage	Action Taken	User Name	Message	Comments
02/07/2020 01:04 PM	PM Send to URMS	Submit Final Approval	[redacted]	Submit Final Approval	NAPU
02/07/2020 12:57 PM	BO Assign Warrant Holder	Send to Finance Division	[redacted]	Send to Finance Division	NAPU
02/07/2020 12:55 PM	BO Amount Check	LTE25K and SECD Reviewed NOFOO	[redacted]	LTE25K and SECD Reviewed NOFOO	
02/07/2020 12:55 PM	Requisition Review	LTE25K and SECD Reviewed	[redacted]		(S)
02/07/2020 12:55 PM	Requisition Review	Complete SECD ASQ Checklist	[redacted]	ASQ Checklist Updated	
02/04/2020 11:21 AM	Data Entry Forwarding	ASQ Review Required	[redacted]	Requisition in review	
02/04/2020 11:21 AM	Forward to SBOCU	=>	[redacted]		
02/04/2020 11:21 AM	BO Amount Check	ASQ Review Required	[redacted]	Security has not yet reviewed the requisition	
02/04/2020 11:21 AM	BO Req Type Check	Other	[redacted]	Other	
02/04/2020 11:21 AM	PM Review Check	No PM Review Needed	[redacted]	No PM Review Needed	
02/04/2020 11:21 AM	HQ Leadership Review	All Approved	[redacted]	All Approved	
02/04/2020 11:21 AM	HQ Leadership Review	Approve	MCCULLERS, MICHAEL (OTD) (FBI)	Approve	
02/04/2020 10:48 AM	HQ BO Financial Manager	Approve Funding	[redacted]	Approve Funding	
02/04/2020 08:22 AM	HQ BO Analyst	Send to FM	[redacted]	Send to FM	Line not open yet.
02/04/2020 07:38 AM	HQ BO Analyst Check	Yes BO Analysts	[redacted]	Ready for BO Analyst Review	
02/04/2020 07:38 AM	HQ BO Team Lead	Assign BO Analyst	[redacted]	Assign BO Analyst	
02/04/2020 06:43 AM	HQ BO Team Lead	Commit Funding	[redacted]	Commit Funding Status: Processed	Commit Funding Status: Processed Commit Funding Message
02/03/2020 05:39 PM	HQ BO Team Lead Check	Yes BO Team Leads	[redacted]	Ready for BO Team Lead Review	
02/03/2020 05:39 PM	HQ FO Post ASQ Check	HQ	[redacted]	HQ	
02/03/2020 05:39 PM	ASQ Completion	Submit	[redacted]	Submit	

Requisition for Goods or Services: Audit History

<u>Date & Time</u>	<u>Stage</u>	<u>Action Taken</u>	<u>User Name</u>	<u>Message</u>	<u>Comments</u>
02/03/2020 05:39 PM	ASQ Completion	Edit ASQ		Edit ASQ	
02/03/2020 05:38 PM	ASQ Completion	Done Items		Done Items	
02/03/2020 05:38 PM	ASQ Completion	Edit Line Item			
02/03/2020 05:37 PM	ASQ Completion	Edit ASQ		Edit ASQ	
02/03/2020 05:36 PM	ASQ Completion	Edit ASQ		Edit ASQ	
02/03/2020 05:35 PM	ASQ Required Check	Complete ASQ		Complete ASQ	
02/03/2020 05:35 PM	HQ Unit Chief Init Review Chk	No Unit Chiefs		No Unit Chiefs	
02/03/2020 05:35 PM	HQ FO Check	HQ		HQ	
02/03/2020 05:35 PM	Check Tier Approval Complete	Yes		Tier Approval Complete	
02/03/2020 05:35 PM	Tier Approval Check	No Approvers		No Approvers Tier 5	
02/03/2020 05:35 PM	Check Tier Approval Complete	No		No	
02/03/2020 05:35 PM	Tier Approval Check	No Approvers		No Approvers Tier 4	
02/03/2020 05:35 PM	Check Tier Approval Complete	No		No	
02/03/2020 05:35 PM	Tier Approval Check	No Approvers		No Approvers Tier 3	
02/03/2020 05:35 PM	Check Tier Approval Complete	No		No	
02/03/2020 05:35 PM	Tier Approval Check	No Approvers		No Approvers Tier 2	
02/03/2020 05:35 PM	Check Tier Approval Complete	No		No	
02/03/2020 05:35 PM	Tier Approval Check	No Approvers		No Approvers Tier 1	
02/03/2020 05:35 PM	Check Tier Approval Complete	No		No	
02/03/2020 05:35 PM	Requisition Creation	Submit		Submit	
02/03/2020 05:27 PM	Requisition Creation	Done Items		Done Items	
02/03/2020 05:27 PM	Requisition Creation	Edit Line Item			
02/03/2020 05:25 PM	Requisition Creation	Edit Statement of Need		Edit Statement of Need	

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Requisition for Goods or Services: Audit History

<u>Date & Time</u>	<u>Stage</u>	<u>Action Taken</u>	<u>User Name</u>	<u>Message</u>	<u>Comments</u>	
02/03/2020 05:21 PM	Requisition Creation	Done Items		Done Items		
(S) 02/03/2020 05:21 PM	Requisition Creation	Edit Line Item				
01/22/2020 12:20 PM	Requisition Creation	Done Items		Done Items		b1 b3 b6 b7E
(S) 01/22/2020 12:20 PM	Requisition Creation	Edit Line Item				
01/22/2020 12:20 PM	Requisition Creation	Edit Statement of Need		Edit Statement of Need		
01/22/2020 11:28 AM	Requisition Creation	Edit Statement of Need		Edit Statement of Need		
01/22/2020 11:17 AM	Requisition Creation	Done Items		Done Items		
(S) 01/22/2020 11:17 AM	Requisition Creation	Add Line Item				b1 b3 b6 b7E
01/22/2020 11:06 AM	Requisition Creation	Edit Req Header		Edit Req Header		
01/21/2020 03:01 PM	Requisition Creation	Edit Req Header		Edit Req Header		
01/13/2020 09:15 AM	Complete Initial Requisition	Create Requisition UFMS	Create Requisition UFMS			
01/13/2020 09:12 AM		Create Requisition	Create Requisition			

FEDERAL BUREAU OF INVESTIGATION

REQUISITION FOR GOODS AND SERVICES

Req.#

Date

Ordering Office/Cost Code

MCCULLERS, MICHAEL (OTD) (FBI)

Approved By

Funding Approved By:

CONTACT INFORMATION

COPIES/POC/Requester

Room # & Ext.

Program Manager

Supply Technicians

CLOSE-OUT INFORMATION

Contract Specialist:

Date Received:

Purchase Order #:

Date Completed:

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LINE#	FULL DESCRIPTION	UNIT OF MEASURE	QTY	FUND CODE	PROGRAM/SUBPROGRAM	SOC	SSOC	ORG 2	ORG 4	BBFY	EBFY	AGREEMENT #	AGREEMENT LINE#	POP BEG	POP END	DEL CODE	UNIT PRICE	EXTENDED AMOUNT
-------	------------------	-----------------	-----	-----------	--------------------	-----	------	-------	-------	------	------	-------------	-----------------	---------	---------	----------	------------	-----------------

Religion

ADDITIONAL INFORMATION

Required Date: _____

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Government Estimate:

Fiscal Year: FY20 _____

Current Contract Year:

0

Delivery Restrictions: _____

Estimated Funding Year 1:

New Requirement (Yes/No): _____

Estimated Funding Year 2:

Previous PO # / Contract #: [redacted] _____

Estimated Funding Year 3:

Exercising an Option on an Existing Contract: NO _____

Estimated Funding Year 4:

Acquisition Plan Number: _____

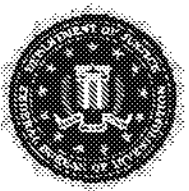
Estimated Funding Year 5:

Suggested Vendor: Venntel _____

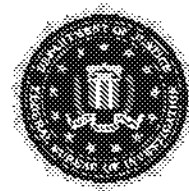
Contract Vehicle: _____

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FEDERAL BUREAU OF INVESTIGATION



FINANCE DIVISION | PROCUREMENT SECTION

STATEMENT OF WORK

Venntel Portal Access

For the

Operational Technology Division

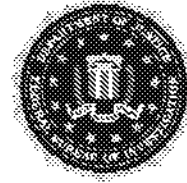


Statement of Work

1/9/2020



FEDERAL BUREAU OF INVESTIGATION



STATEMENT OF WORK

1 Introduction

1.1 Background

[Redacted content]

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1.2 Scope

(U//~~FOUO~~) This is a contract to provide access (an account) to an online portal [Redacted]

[Redacted] for the Federal Bureau of Investigation.

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1.3 Objectives

(U//~~FOUO~~) This is a contract to provide access to an online portal [Redacted] where

[Redacted content]

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2 Requirements/specifications

(U//~~FOUO~~) The requirement is to provide access to an online portal [redacted] where

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3 Place of Performance

This requirement is for the procurement of an electronic (online) access via a portal (web). The primary place of performance is at the vendor's facilities and not include any access to any government space/facilities or resources.

4 Period of Performance

The period of performance for this effort will be as follows:

PERIOD	BEGIN	END
Base Period	[redacted]	[redacted]

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5 Deliverables

The Contractor shall be responsible for providing the following deliverables:

DELIVERABLE TITLE	DELIVERABLE DATE	METHOD OF DELIVERY
Online Access	[redacted]	Online via vendor portal

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6 Government Furnished Equipment or Information

Government will NOT provide Contractor personnel assigned to this contract with government furnished equipment or sensitive information.

7 Security Requirements

The intended procurement is for unclassified product that is sold by the vendor to their customers. No further security requirements have been identified for the performance of this work.

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§ Government Representatives

8.1 Contracting Officer Representative

The COR will be identified via letter of COR delegation authority issued by the Contracting Officer (CO) for this contract. The COR is responsible, as applicable, for: receiving all deliverables; 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, filling in details or otherwise furnishing information necessary to accomplish the 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 or modify the Contractor's obligations, contract terms, conditions, specifications, or cost. If as a result of technical discussions, it is in the Government's best interest to alter/change contractual obligations or the SOW, the CO will issue such changes.

8.2 Contracting Officer

The CO is the appointed authority to bind the Government to the extent of the authority delegated. Direction that will modify the scope, schedule, terms and conditions, funding, or any other action that may modify the agreement as originally entered into with the Government must be given only by the CO.

This contract will be administered by:

Name:

Title:

Unit:

Address:

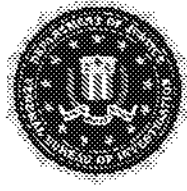
Phone:

Email:

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Notes:

Date & Time	Stage	User Name	Comments
02/07/2020 12:57 PM	BO Assign Warrant Holder		NAPU
02/07/2020 01:04 PM			Line not open yet. b6 b7C
02/04/2020 08:22 AM	HQ BO Analyst		Commit Funding Status Processed
02/04/2020 06:43 AM	HQ BO Team Lead		Commit Funding Message



FEDERAL BUREAU OF INVESTIGATION



FINANCE DIVISION | PROCUREMENT SECTION

MARKET RESEARCH REPORT

Market Research Report

For

[redacted]

Venntel Location based Information

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Author: [redacted]

Report Date: [redacted]

Program/Subprogram: [redacted]

Program/Project Title: Venntel Location Based Information

Requisition Number: [redacted]

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Product/Service Description

[redacted]

Background

[redacted]

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(U) Location based services (LBS) have been a part of the wireless communications ecosystem for several years. In general the term refers to the use of software-level services using location information to control features and or systems. An example of an end system, is when a wireless device is sent a coupon or sale notice from a store while it is in or near the store. In this case the location data was used to identify the particular device as being physically in or close to the store and an action was triggered. Location information is gathered by applications running on a wireless device. Depending on the provider of the application the ensuing data may be vendor specific, such as in the case of Google or Apple, or it may be sent to an aggregator for sale or use by subscribers. In that case access to the location information is resold to marketing firms for

various types of analysis (e.g.; shopping trends in specific locations, foot or vehicle traffic on different days or times of day, etc. ...).

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Small Business Opportunities

(U//FOUO) [redacted] is listed as a small business [redacted] of the Venntel LBS data.

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ASU Checklist
UNCLASSIFIED

Date Submitted

[Redacted]

Submitter

[Redacted]

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Summary of Acquisition Security Information

Requisition Number: [Redacted]

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To determine the required security actions, please fill out the Acquisition Security Questionnaire

Security Requirement Summary:

- This request contains at least one traditional or non-traditional IT product
- This request contains classified services
- This request is an interagency agreement

The highest classification required for vendor to provide services/products:

- UNCLASSIFIED SECRET TOP SECRET TOP SECRET - SCI

Based on the information entered in the Acquisition Security Questionnaire, the following security actions and documentation are required:

The following security actions are required:

- Classified Contract (DD 254 Required)
- Procurement Risk Assessment (PRA) Special Security Requirement
- No actions related to security were identified in the documentation provided

The following contract clauses are required:

- Contracting Officer's Security Representative
- E-QIP Special Security Requirements
- DOJ Consent for Warrantless Searches of DOJ Workspace
- Personnel Security Special Security Requirements
- Contractor Financial Disclosure Requirements
- DOJ U.S. Residency Requirement
- Contractor Suitability Requirements
- None

FEDERAL BUREAU OF INVESTIGATION



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2. The *<insert item or service required>* is estimated to cost *<insert \$ amount>* and is required to be Choose an item. by Click here to enter a date..

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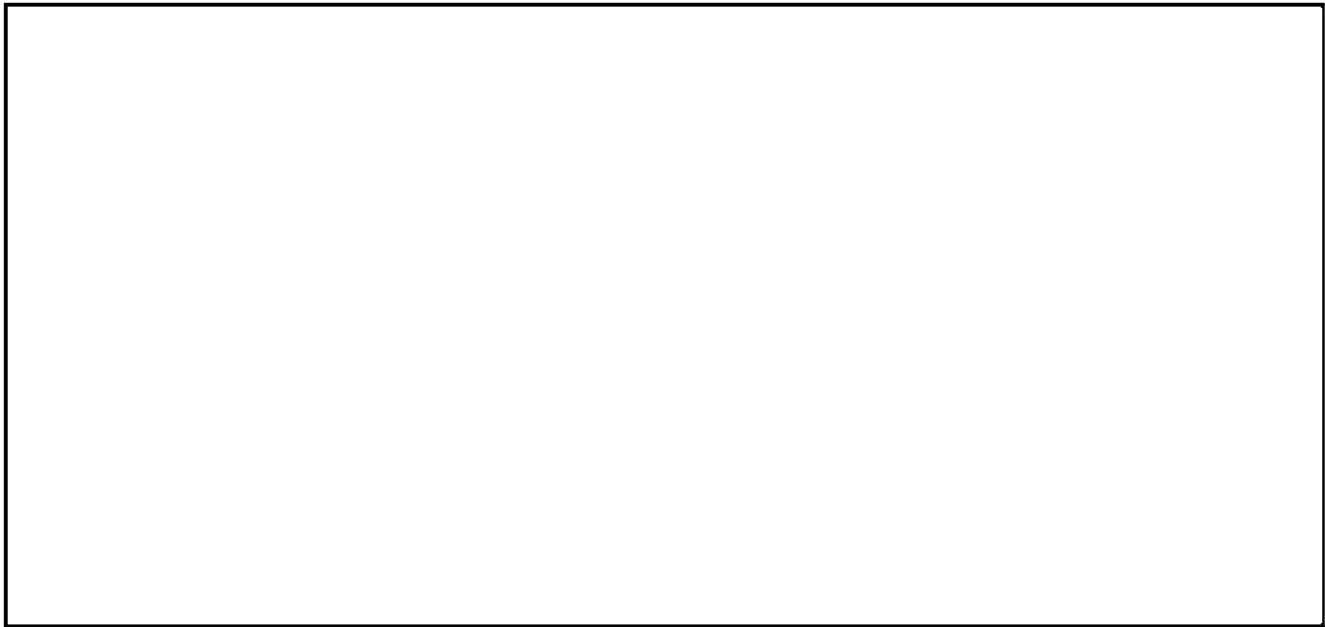
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3. *[Insert one of the paragraphs listed below, depending on the justification]*

Provide a clear, concise description of the product(s) and/or service(s) to be procured, delivery schedule and/or the period of performance (including all option periods). Always include the estimated value of the order or BPA. This provides the reviewing and approving official with a better understanding of the scope, magnitude, and complexity of the requirement.]

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4. Check and fill in all that are applicable for an Open Market Buy:

The material or service must be compatible in all aspects (form, fit, and function) with existing systems presently installed. The current equipment is *<insert description of current equipment>*, and the new item/service must coordinate, connect, or interface with the existing system by *<insert description of how the new item/service must coordinate or interface>*.

A patent, copyright, proprietary data, or licensing agreement limits competition. The proprietary data are described as follows:

<Insert description>

These are "direct replacement" parts/components for existing equipment.

Other information to support a Choose an item. buy:

<Insert any additional information that supports this sole-source/brand name acquisition>



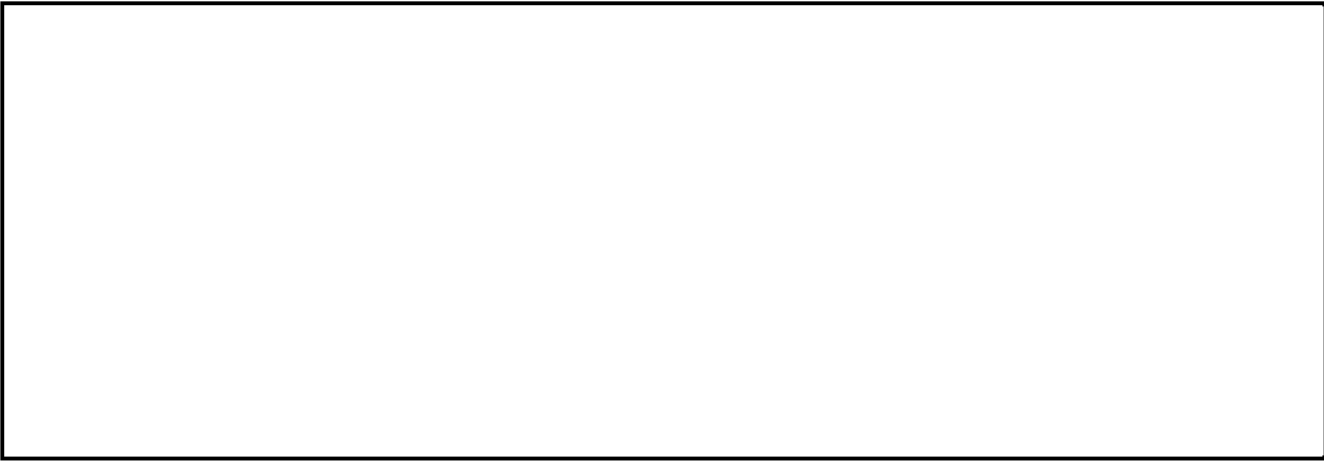
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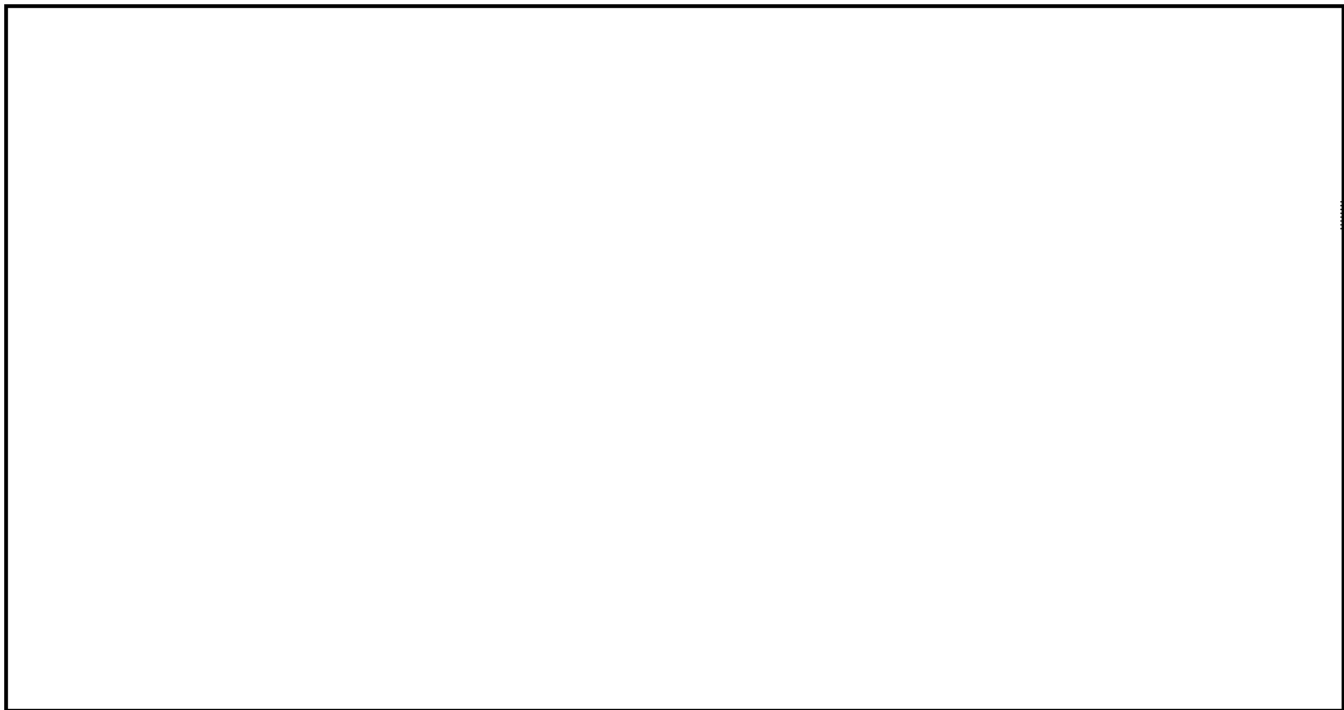
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(U) Location based services (LBS) have been a part of the wireless communications ecosystem for several years. In general the term refers to the use of software-level services using location information to control features and or systems. An example of an end system, is when a wireless device is sent a coupon or sale notice from a store while it is in or near the store. In this case the location data was used to identify the particular device as being physically in or close to the store and an action was triggered. Location information is gathered by applications running on a wireless device. Depending on the provider of the application the ensuing data may be vendor specific, such as in the case of Google or Apple, or it may be sent to an aggregator for sale or use by subscribers. In that case access to the location information is resold to marketing firms for various types of analysis (e.g.; shopping trends in specific locations, foot or vehicle traffic on different days or times of day, etc. ...).



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IF GSA FAR Part 8, complete items 6-7

5. A determination by the ordering activity Contracting Officer that the order represents the best value consistent with FAR 8.404(d).

The contracting officer will determine, after considering the level of effort and the mix of skills available for the tasks needed, that the proposed order or BPA represents a reasonable total price and will be the best value for the FBI.

6. A description of the market research conducted among schedule holders, and the results of the research. A statement must be made that the supplies and services are available from the FSS.



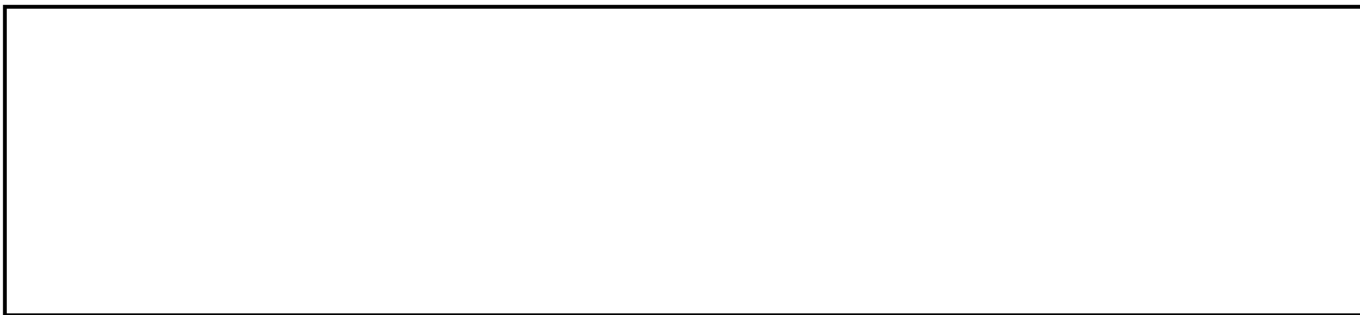
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- 8. A statement of the actions, if any, the agency will take to remove or overcome any barriers that led to restricted consideration before any subsequent acquisition for supplies and services is made.**

The Government will continue to research the market to obtain as many available sources as required in accordance with the FAR to ensure that there are other vendors out there that can satisfy this requirement. In addition, the customer will do due diligence in ensuring that barriers to competition are avoided to ensure we obtain the best value for the government.



CERTIFICATION

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 Box]

Signature (Signed)

[Date Box]

Date

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Contracting Officer: *-DCO*

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

[Signature Box]

[Date Box]

Date

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Unit Chief/Team Supervisor (Required if amount exceeds \$750,000):

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

Signature

Date

[Signature Box]

[Redacted] (OTD) (FBI)

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From: [Redacted]
Sent: Monday, February 10, 2020 7:10 AM
To: [Redacted]
Subject: [Redacted] Updated Quote sought for Request ID [Redacted] (Department of Justice, Federal Bureau of Investigation)

Updated Quote sought for [Redacted]

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This Notice has been directed to the following Contract Holders:

[Redacted]

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This updated quote is requested by Feb 12 2020 07:10 EST.

Note: If you receive no response(s), inadequate response(s), or you require assistance in obtaining more quotes, please contact the [Redacted] Help Line via email at [Redacted]

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Thank you,
The [Redacted]

Submitted Request Information:

Request Seq: [Redacted]
Agency ID#: [Redacted]
Description: Venntel Portal for 1 user-annual fee includes 12,000 queries per year
Bid Status: OPEN
Request Date: 13-JAN-2020
Mod Date: 13-JAN-2020
Mod Level: 0
Request Type: Request For Quote
CONUS: Contiguous United States
Reply by Date: 17-JAN-2020 23:59
Q&A Cutoff Date: 17-JAN-2020 23:59
Agency: Department of Justice

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Primary Contact Information ----

Name: [Redacted]
Email: [Redacted]

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SubAgency: Federal Bureau of Investigation

Alternate Contact Information ----

Name: [Redacted]
Phone: [Redacted]
Email: [Redacted]

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SubAgency: Federal Bureau of Investigation

Requirements:

Venntel Portal, from Venntel Inc, for 1 user-annual fee includes 12,000 queries per year.

Established Authorized Reseller Requirements: Y

Allow Q&A: Y

Allow Q&A E-Mail: Y

Additional Remarks:

Current quote expired 02/09/2020

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 02/13/2020		2. CONTRACT NO. (if any)		6. SHIP TO:	
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE SEE SCHEDULE	
FEDERAL BUREAU OF INVESTIGATION NATIONAL ACQUISITION PROGRAMS UNIT 935 PENNSYLVANIA AVE, NW WASHINGTON, DC 20535-0001					
7. TO:		b. STREET ADDRESS		c. CITY	
a. NAME OF CONTRACTOR		d. STATE		e. ZIP CODE	
b. COMPANY NAME DUNS: 957050883		f. SHIP VIA		8. TYPE OF ORDER	
c. STREET ADDRESS 11111 SUNSET HILLS RD SUITE 200		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY RESTON		e. STATE VA		f. ZIP CODE 20190-5373	
9. ACCOUNTING AND APPROPRIATION DATA		ATTN: [REDACTED]		BUILDING 27958A QUANTICO, VA 22135	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Firm Fixed Price Venntel Portal for 1 user annual fee includes 12,000 queries per year TAA Compliant Reference quote # [REDACTED] FBI POC: [REDACTED] PSC: D399 See Continuation Sheet(s)	1.000000	EA			

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME SUBMIT ALL INVOICES VIA EMAIL TO CENTRAL_INVOICES@FBI.GOV						17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box)						
c. CITY			d. STATE		e. ZIP CODE		
22. UNITED STATES OF AMERICA					23. NAME (Typed) [REDACTED] TITLE: CONTRACTING/ORDERING OFFICER		

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	FEES	AMOUNT
	<p>Line Period of Performance: 03/01/2020 - 02/28/2021</p> <p>Base Period</p> <p>Delivery Schedule:</p> <p>Quantity: 1.000000 FOB:</p> <p>Delivery Address: [REDACTED]</p> <p>ATTN: [REDACTED]</p> <p>BUILDING 27958A QUANTICO, VA 22135</p> <p>Invoice Address: SUBMIT ALL INVOICES VIA EMAIL TO CENTRAL_INVOICES@FBI.GOV</p>					
Base Total:						[REDACTED]
Exercised Options Total:						
Unexercised Options Total:						
Base and Options Total:						

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FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	1	[REDACTED]	[REDACTED]
		TOTAL [REDACTED]	

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Section 3 - Contract Clauses

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov		
Clause	Title	Fill-ins (if applicable)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)	
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	

Clauses By Full Text

DJAR-PGD-02-02A Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.]

(End of Clause)

DJAR-PGD-02-02B Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice (DOJ) will no longer permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction with respect to all new employees utilized directly to perform duties on the contract. Non-U.S. citizens currently employees under this contract or commitment may continue performance unless otherwise directed by

the Department of Justice. No new, replacement, or additional Non-U.S. citizens may be added to the contract without the express approval of the Department of Justice. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-05-08 Implementation of Homeland Security Presidential Directive (HSPD) 12 - Policy for a Common Identification Standard for Federal Employees and Contractor

NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201) entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term² contractor employee whose background investigation (BI) process begins on or after October 27, 2005:

- a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form I-9, OMB No. 1615-0047, "Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
- b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
- c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:

- High Risk - Background Investigation (5 year scope)
- Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
- Low Risk - National Agency Check with Inquiries (NACI) investigation

d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:

- 1) Favorable review of the security questionnaire form;
- 2) Favorable fingerprint results;
- 3) Favorable credit report, if required;3
- 4) Waiver request memorandum, including both the Office of Personnel Management schedule date and position sensitivity/risk level; and 5) Favorable review of the National Agency Check (NAC)⁴ portion of the applicable BI that is determined by position sensitivity/risk level.

A badge may be issued following approval of the above waiver requirements.

If the NAC is not received within five days of OPM's scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).

e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

2. Short-Term Contractor Personnel:

It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items la. and lb. above. The pre-appointment waiver requirements for short-term contractors are:

- a.Favorable review of the security questionnaire form;
- b.Favorable fingerprint results;
- c.Favorable credit report, if required;5 and
- d.Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.

A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PFV-1 identity proofing process.

For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.

- a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
 - b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
 - c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
 - d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
 - e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
 5. The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

NOTES:

1. FIPS 201 is available at: www.cs.cmu.edu/~fips/fips201/FIPS-201-22505.pdf.
 2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
 3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
 4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM's instructions, to obtain an Advance NAC Report, a Code "3" must be placed in block "B" of the "Agency Use Only" section of the investigative form. This report is available for all case types.
 5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
- (End of Clause)

DJAR-PGD-06-09 Reprogramming of Funds Notices to Congress for A-76 Competitions

Congressional Notification

Under the provisions of section 605(a) of the Department of Justice's appropriations act, an award in this procurement triggers a requirement that the Department notify congressional appropriations committees of actions resulting from the award which may include reorganization or contracting out of functions or activities presently performed by Federal employees.

An award in this procurement, and its implementation, are contingent upon satisfactory completion of the process required under section 605(a). After award, the Department will notify the source provider when this process has been satisfactorily completed and that implementation may begin. In the event that either congressional committee expresses reservations, the Department may cancel the procurement and award, without charge or penalty. Because the contract/performance start date could be delayed or actually cancelled due to the reprogramming notice to Congress, it is understandable not to include the expected start date in A-76 solicitations. However, the lack of a contract/performance start date makes it difficult for potential source providers to propose realistic pricing in their proposals.

As a best practice, it is recommended that future solicitations for streamlined or standard competitions include a notice similar to the following sentences.

For pricing purposes only, offerors shall assume a contract/performance start date of XXXXXXXXXXXX, which is the date it is assumed that the transition/phase-in period begins. The actual contract/performance start date may be different. (See the "Congressional Notification" term of the solicitation).

(End of Clause)

DJAR-PGD-07-10 Ensuring New Acquisitions Include Common Security Configurations

The following language is to be used in all appropriate solicitations and contracts.

(a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html

(b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

(End of Clause)

DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandemic or Other Emergency

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.

(End of Clause)

DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable Information

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, 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 FEPS 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 manager 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 any 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 DOJ 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 identifiable 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 contractor 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.

B. Information Resellers or Data Brokers

For contracts where the Department obtains PII from a contractor (such as an information reseller or data broker) but the contractor does not handle the data described in Section A of this guidance document, the following clause must be used:

Information Resellers or Data Brokers

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies 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 not notify the individuals until it receives further instruction from the Department.

(End of Clause)

DJAR-PGD-08-05 Contractor Certification of Compliance with Federal Tax Requirements

Contractor Certification of Compliance with Federal Tax Requirements

By submitting a response to a solicitation or accepting a contract award, the contractor certifies that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and 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 nonfrivolous administrative or judicial proceeding.

(End of Clause)

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

Requisition for Goods or Services: Statement of Need

Requisition Number: [redacted]	Requisition Date: [redacted]	b7C
Drafted By: [redacted]	PDF Generated on: 02/07/2020 01:04 PM	

REQUISITION INFORMATION

Requisition Title: Verintel Portal	(S)		b1
Requisition Amount: [redacted]	(S)	IGCE (For entire contract period): [redacted]	b3

Justification of Need	(S)	[redacted]	b6
	(S)	[redacted]	b7E

Description of Requirements	(S)	[redacted]	
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Is this requisition for the current fiscal year? Yes	Fiscal Year: FY20		
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POC for Additional Info: [redacted]	POC Net ID: [redacted]	b6
		b7C
		b7E

Does this Requirement go beyond one year?	This Requisition is for: Services	If yes, how many? N/A	
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Please identify the type of goods/services being acquired: Other	If Other: access to database		
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Is this an existing requirement? Existing			
Previous PO#: [redacted]	Previous CO: [redacted]	Previous COTR: [redacted]	Previous Cont#: [redacted]
			b6
			b7C
			b7E

Is the contract/order expiring? Yes	If yes, provide the Expiration Date: [redacted]		
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Are additional Divisions coordinating on this requirement? No	If yes, Identify the Divisions: N/A	b1
		b3
		b7E

[redacted]	(S)		
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Do you have a task order number? No	Master Contract Name:		
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Is this a classified acquisition? No	If yes, provide Classification: UNCLASSIFIED		
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Was this coordinated with your Division Security Officer? Yes	Name of Security Officer: vise	Security Officer NetID:	
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Was market research conducted? Yes	If no, explain why not: N/A		
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Is this requirement a bona fide need? Yes			
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Is the requirement on your spend plan? Yes	Program: UZ	Sub Program: YA	
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Requisition for Goods or Services: Statement of Need

Is the contract life valued at \$5 mil or more? No	If yes, provide Acq Plan#:
Is this requisition being considered for a small business? Yes Note: Your market research results should reflect the small businesses considered.	If no, provide market research and justification as to why small business was not considered: N/A
Are there recommended small business vendors? Yes 1: Gov Place 2: 4: 5:	If yes, provide potential small business vendors: 3:
Are Support Services Required? No	Support Services: N/A
APPROVER INFORMATION	
Division Unit Chief: Division Section Chief: Division Deputy Assistant Director: Division Assistant Director: MCCOLLERS MICHAEL	