

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ELECTRONIC PRIVACY)	
INFORMATION CENTER,)	
)	
Plaintiff,)	
)	
v.)	Civ. A. No 02-CV-0063 (CKK)
)	
U.S. DEPARTMENT OF JUSTICE,)	
<u>et al.</u> ,)	
)	
Defendants.)	

EXHIBIT A

b6-1
b7C-1
per
FBI

~~SECRET~~

To: [redacted]
From: [redacted]
RE: REVIEW OF PROPOSED CHOICEPOINT SERVICES AGREEMENT

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

(S) b1/b2-1/b7E-1

The parts of your proposal that I think are the trickiest are items 5, 6 and 7. [redacted] (S) b1

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

[redacted]

b2-1/b7E-1
per
FBI

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

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

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

b2-1/b7E-1
per
FBI

It would probably to a good idea to ask a vendor to provide this type of information in addition to doing it in-house to see if we've come up with a different answer than the vendor or if they identify data sources we were not aware of.

2. [redacted] (S) b1 per FBI

ChoicePoint Page 10

CLASSIFIED DECISIONS FINALIZED BY DEPARTMENT REVIEW COMMITTEE (DRG) DATE: DEC 1 7 00 65179 DMA/ETA/leah

8/30/02
CLASSIFIED BY: SP5/BJ/KSD
REASON: 1.5
DECLASSIFY ON: 3-11-03
SP4 CLR/DB
31834
CA#02-0063

~~SECRET~~

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

~~SECRET~~

This item could possibly be a combination of in-house and vendor-provided information. We already know what kinds of data are available through these companies (i.e. liens, judgements, real property, tax assessor). In Lexis-Nexis - and probably in ChoicePoint - the source of the information is identified on-line so we know where it comes from.

[REDACTED] (S)

b1 per FBI

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

[REDACTED] (S)

b1 per FBI

[REDACTED] (S)

b1 per FBI

[REDACTED] (S)

b1 per FBI

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

[REDACTED]

b7E-1
b2-1 per FBI

[REDACTED] (S)

b1 per FBI

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

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

[REDACTED] (S)

b1 per FBI

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

5. [REDACTED] (S) b1 per FBI
6. [REDACTED] (S) b1 per FBI

[REDACTED] (S) b1 per FBI

7. [REDACTED] (S) b1 per FBI

[REDACTED] (S) b1 per FBI

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

[REDACTED] (S) b1 per FBI

~~SECRET~~

Suggestions

There is little doubt that the FBI would benefit from contracting with a vendor to assist in determining [REDACTED] (S) b1

[REDACTED] The question is how extensive that assistance should be and whether or not it can be accomplished through a single company. My suggestions (I'm sure not all-encompassing) are to do the following:

b7c-1/b6-1

1. Determine what documentation [REDACTED] the FBI's Public Source Information Program Manager, has regarding the major players in the public source information arena. The ones I am aware of are ChoicePoint, Lexis-Nexis and Information America. I have not heard anything about Information America lately so they may have been bought by someone else. AutoTrak, one of the vendors the FBI used to use, has been purchased by ChoicePoint.
2. Through trade magazines, other Government agencies or similar sources, try to determine what market share these companies hold, who they are marketing their systems to, etc.
3. Convene the Public Source Information Working Group to conduct a thorough evaluation of, at a minimum, ChoicePoint and Lexis-Nexis to determine the extent of national coverage for various data types, frequency of update, sources of information, etc. This will determine for you just how much of ChoicePoint's data is proprietary. I had been planning to write an EC to IRD and try to get it approved through CID, NSD, CTD and ISD requesting this type survey anyway

[REDACTED] b2-1/b7E-1

4. Explore the possibility of having a team of 2-3 analysts in Savannah or Butte assigned full-time to work with this [REDACTED] (S) b1 (I've been to the Savannah office and they have sufficient space so that they could give team members a secure place to work.) Many of the analysts in the ITCs are experts in the use of the public source information systems because they have had access to a number of them for quite some time. These individuals would be tasked with running [REDACTED] (S) b1

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

5. Write a scaled-down contract with sole source justification to hire ChoicePoint to identify the public source information system marketplace and market share and to develop standards for [REDACTED] (S) b1

[REDACTED] to provide this information and the contract should be for a considerably smaller amount of

~~SECRET~~

(01/26/1998)

~~SECRET~~

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE

Date: 06/09/2000

To: Finance Division

Attn: Contracting Officer

Property Procurement & Management Section (PPMS) Contract Review Unit (CRU), Room 6851

per-FBI
b7c-1
b6-1

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

b7E-1
b1/b2-1
per FBI

Contact: [REDACTED]

Approved By: [REDACTED]

b6-1
b7c-1 per FBI
b6-1

Drafted By: [REDACTED]

b7c-1 / b6-1 per FBI

Case ID #: [REDACTED]

(S) b1 per FBI

Title: [REDACTED]

(S) b1 per FBI

CHOICEPOINT SERVICES AGREEMENT

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

JUL 31 2003 31834 CLK/bff

8/20/02
CLASSIFIED BY: SP5/JC/KSB
REASON: 1.5 (S)
DECLASSIFY ON: X
CA # 02-0063

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED EXCEPT
WHERE SHOWN OTHERWISE

CLASSIFIED DECISIONS FINALIZED
BY DEPARTMENT REVIEW COMMITTEE (DRC)
DATE: DEC 11 2003 65179 DMH/STH/gh



In Reply, Please Refer to
File No.

Washington, D. C.
June 9, 2000

**JUSTIFICATION FOR OTHER THAN
FULL AND OPEN COMPETITION IN ACCORDANCE
WITH TITLE 41, UNITED STATES CODE, SECTION 253 (c) (6)**

1. IDENTIFICATION OF THE AGENCY AND THE CONTRACTING ACTIVITY:

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

2. DESCRIPTION OF ACTION:

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

[REDACTED]

JUL 31 2003 31834 CLK/kh (S) **b1** per FBI
9/30/02
CLASSIFIED BY: SP5/JC/KSB
REASON: 1.5 (CA)
DECLASSIFY ON: X
CA # 02-0063

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WHERE SHOWN OTHERWISE

CLASSIFIED DECISIONS FINALIZED
BY DEPARTMENT REVIEW COMMITTEE (DRC)
DATE: DEC 11 2003 65179 DMH/BJA/ck

~~SECRET~~

JUSTIFICATION FOR OTHER THAN
FULL AND OPEN COMPETITION

7. **COST ANALYSIS:**

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

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

8. 

 b1

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

9. **OTHER FACTORS:**

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

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

Not Applicable.

~~SECRET~~

~~SECRET~~



U.S. Department of Justice
Federal Bureau of Investigation

In Reply, Please Refer to
File No.

Washington, D. C.
June 9, 2000

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

1. IDENTIFICATION OF THE AGENCY AND THE CONTRACTING ACTIVITY:

The Federal Bureau of Investigation, Criminal
Investigative Division, Operational Support Section,
[REDACTED] (S) (S)

b7E-1
b2-1/
b1 per
FBI

2. DESCRIPTION OF ACTION:

[REDACTED] Federal
Bureau of Investigation Headquarters (FBIHQ), requests a National
Security exception to contract for services with ChoicePoint,
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the public record information industry in an amount not to exceed
\$500,000.00.

b7E-1/b2-1/
(S) b1 per
FBI

[REDACTED] (S)

b1 per FBI

AUG 1 2001
8/30/02 31834 CLK/kth
CLASSIFIED BY SD5/LC/KQB
REASON: 1.5 (S,C)
DECLASSIFY ON: X
#945608
CA# 02-0063

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CLASSIFIED DECISIONS FINALIZED
BY DEPARTMENT REVIEW COMMITTEE (DRG)
DATE DEC 11 2001 65179 DMH/BTA/ksk

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JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

IS this 500000 for the study or the study of the study?

3. DESCRIPTION OF SERVICES REQUIRED:

[REDACTED]

b1 per FBI

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

[REDACTED]

b1 per FBI
last on

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

[REDACTED]

b1 per FBI

1) [REDACTED]

b1 per FBI

2) [REDACTED]

b1 per FBI

3) [REDACTED]

b1 per FBI

~~SECRET~~

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

SECRET

7. **COST ANALYSIS:**

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

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

C.O. will determine that the Anticipate cost to the Government will be fair & reasonable

8. [REDACTED]

both ?

b1

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

*add
from
p. 4*

9. **OTHER FACTORS:**

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

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

Not Applicable. No source expressed a written interest in the acquisition

SECRET

6/14

Mike,

A few more comments.

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

1. In the E.C. (page 6), you'll need to address how any organizational conflicts of interest will be handled.
2. The documents and/or paragraphs should be marked with a classification.
3. Item 5, page 5 add this in as the last paragraph for that item: "The disclosure of the Agency's needs would compromise the National Security unless the agency is permitted to limit the number of sources from which it solicits bids or proposals."
4. Item 10, page 7, Add to the front of the sentence: "Due to the concerns for National Security delineated above, no sources were

\$ / 500,000
not in A/C

#945608
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DATE 8/30/02 BY SP5/JC/KSB

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

7/14/02 ✓
Any future contracts with additional vendors would build on the prototype designed by ChoicePoint, but would of necessity be negotiated with each public source information provider individually. In other words ChoicePoint would not have a competitive advantage over the other suppliers of public source information as each provides services in a distinct area and each would receive its own unique contract rather than ChoicePoint receiving multiple contracts.

~~SECRET~~

U.S. Department of Justice



Federal Bureau of Investigation

In Reply, Please Refer to
File No.

Washington, D. C.
June 12, 2000

~~SECRET~~

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

1. IDENTIFICATION OF THE AGENCY AND THE CONTRACTING ACTIVITY:

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

b1/b2-1
b7E-1

per
FBI

2. DESCRIPTION OF ACTION:

b2-1/b1/b7E-1
per FBI (s)

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

[REDACTED]

b1 per FBI

AUG 1 2003

31834 CLK/cll

CLASSIFIED BY: SP5 NCK/SB
REASON: 1.5 (g, C)
DECLASSIFY ON: X

CA # 02-0063

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED EXCEPT
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CLASSIFIED DECISIONS FINALIZED
BY DEPARTMENT REVIEW COMMITTEE (DRC)
DATE: DEC 11 2003 65179 DMH/SP/KH

JUSTIFICATION FOR OTHER THAN
FULL AND OPEN COMPETITION

~~SECRET~~

~~X~~

64

7.

[REDACTED]

[REDACTED]

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

8.

[REDACTED]

b1 per FBI

[REDACTED]

(S)

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

[REDACTED]

(S) b1 per FBI

ChoicePoint also has proprietary relationships with some information sources like the insurance industry which allows only ChoicePoint to host their data (S)

~~SECRET~~

(9/26/1998)

~~SECRET~~

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE

Date: 06/12/2000

To: Finance Division

Attn: Contracting Officer

b6-1
b7C-1
per FBI
[Redacted]
Property Procurement & Management Section (PPMS)
Contract Review Unit (CRU), Room 6851

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

Contact: [Redacted]

Approved By: [Redacted]

Drafted By: [Redacted]

Case ID #: [Redacted]

Title: [Redacted]

CHOICEPOINT SERVICES AGREEMENT

SENSITIVE DOCUMENT

THIS COMMUNICATION HAS BEEN UPLOADED WITHOUT TEXT INTO ACS.

DO NOT DISCLOSE SENSITIVE INVESTIGATIVE TECHNIQUES.

(A)

Derived from: FBI Classification Guide 3
Dated 1/6/97
Declassify on: X1

Synopsis: Request Contract Review Unit (CRU) review and approval of a proposed agreement, not exceeding \$500,000.00, between the FBI and ChoicePoint, Inc., 1000 Alderman Drive, Alpharetta, Georgia, 30005. Initial review and approval concerns a request for an exception to Title 41, USC, Section 253, and the Federal Acquisition Regulation, which otherwise require procurement through "full and

AUG 1 2003

8/20/02 31834 CLK/kff
CLASSIFIED BY: SP5/JCK/SB
REASON: 1.5 (S, C)
DECLASSIFY ON: X 1

~~SECRET~~

ALL INFORMATION CONTAINED
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CLASSIFIED DECISIONS FINALIZED
BY DEPARTMENT REVIEW COMMITTEE (DRC)
DATE: DEC 1 2003 65179 DMH/ST/168



U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to
File No.

Washington, D. C.
June 12, 2000

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

1. IDENTIFICATION OF THE AGENCY AND THE CONTRACTING ACTIVITY:

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

2. DESCRIPTION OF ACTION:

~~(S)~~ ~~(S)~~ Federal
Bureau of Investigation Headquarters (FBIHQ), requests a National
Security exception to contract for services with ChoicePoint, Inc.,
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public record information industry in an amount not to exceed
\$500,000.00. ~~(S)~~ ~~(S)~~

CLASSIFIED DECISIONS FINALIZED
BY DEPARTMENT REVIEW COMMITTEE (DRC)
DATE: DEC 11 2003 65179 DMH/BJA/KA

b1/b7E-1
per
FBI
b1/b7E-1
per
FBI

~~(S) Derived from: FBI Classification Guide 3
dated 1/6/97
Declassify on: Y1~~

b1
per
FBI

AUG 1 2003

31834 CLK/KCH

8/30/02
CLASSIFIED BY: SP5/UC/KSB
REASON: 1.5 (9, C)
DECLASSIFY ON: X


~~SECRET~~

Per Pres. release
CA # 02-0063

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED EXCEPT

SECRET

JUSTIFICATION FOR OTHER THAN
FULL AND OPEN COMPETITION

 (S) b1 per FBI
(u) Notice of this proposed contract action will not be submitted for publication because the synopsis cannot be worded to preclude disclosure of the FBI's needs and such disclosure would compromise the national security through the foreseeable public disclosure of classified information. (Pursuant to Part 5.202(a)(1) of the Federal Acquisition Regulation.)

7. **COST ANALYSIS:**

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

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

per FBI
8. **MARKET RESEARCH:**

b1 (S) 

SECRET

U.S. Department of Justice



Federal Bureau of Investigation

In Reply, Please Refer to
File No.

Washington, D. C.
June 12, 2000

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

CLASSIFIED DECISIONS FINALIZED
BY DEPARTMENT REVIEW COMMITTEE (DRC)
DATE: DEC 11 2003
CA # 02-0063

1. IDENTIFICATION OF THE AGENCY AND THE CONTRACTING ACTIVITY:

(X) The Federal Bureau of Investigation, Criminal
Investigative Division, Operational Support Section, [REDACTED]

(S) b1/b2-1/b7E-1

(S)
b1

2. DESCRIPTION OF ACTION:

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

(S) b1/b2-1
b7E-1

(S) [REDACTED]

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

AUG 1 2003

Declassify on: X1

8/30/02 31834 CLK KH
SP5/JCK/RSB
9,9

SECRET


DECLASSIFY ON: #945008

Per Pres. release

CA # 02-0063

~~SECRET~~

JUSTIFICATION FOR OTHER THAN
FULL AND OPEN COMPETITION

 (S) b1 per FBI
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7. COST ANALYSIS:

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

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

per FBI
8. MARKET RESEARCH:

b1 (S) 

~~SECRET~~

~~SECRET~~

bl per FBI

[REDACTED]

14

Report

Report
all work
involving
Invoice

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

FFP

7. Government Furnished Equipment/Information: (S)

[REDACTED]

bl per FBI

copy

The FBI will also provide the ChoicePoint chief project representative with a STU-III, Type-II for telephonic communication during the duration of the contract. A user agreement must be executed and the this device will be returned to the FBI upon contract completion.

8. Security:

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

4 SA
2-3 weeks

8.2 (u) Physical Site: See NSD

8.3 (u) Data/Information: See NSD

8.4 (u) [STU III Communications] See NSD

Remove HA
[REDACTED]

bl-1/BTE-1
per
FBI

9. Place Of Performance:

- (u) If ChoicePoint (contractor's) site?
- (u) If FBI Off-site?

~~SECRET~~

X

Notes/Comments on SOW CHOICEPOINT

7/26/00

4. Task/Requirements We should not provide the dollar value (\$500,000). We should be asking them to propose a price for the effort; not asking what can they do for \$500,000.

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

5.1

[REDACTED]

b7E-1
b2-1

5.2

[REDACTED]

b2-1
b7E-1

6.

[REDACTED]

b2-1
b7E-1

7.

[REDACTED]

b1

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

8.

[REDACTED]

b2-1
b7E-1

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

AUG 4 2003 31834 CLK/kh
8/30/02
CLASSIFIED BY: SP5/JC/KSB
REASON: 1.5 (2, 8)
DECLASSIFY ON: X(1)
#945008

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WHERE SHOWN OTHERWISE

~~SECRET~~

CA # 02-0063

CHOICEPOINT Pg 110

CLASSIFIED DECISIONS FINALIZED
BY DEPARTMENT REVIEW COMMITTEE (DRC)
DATE: DEC 1 2001
CA # 02-0063

b7c-2 b6-1 / b7c-1 b2-2 per FBI



CHOICEPOINT PUBLIC SECTOR
8330 BOONE BOULEVARD, SUITE 850
VIENNA, VA 22182
FAX HEADER

DATE: 8/10 TIME: _____

TO: _____

ATTENTION: [REDACTED] (Company) *b6-1 b7c-1 per FBI*

FAX NO: _____

FROM: [REDACTED] (ChoicePoint Public Sector)

RE: _____

**Transmission From Fax [REDACTED] *b6-2 b7c-2*

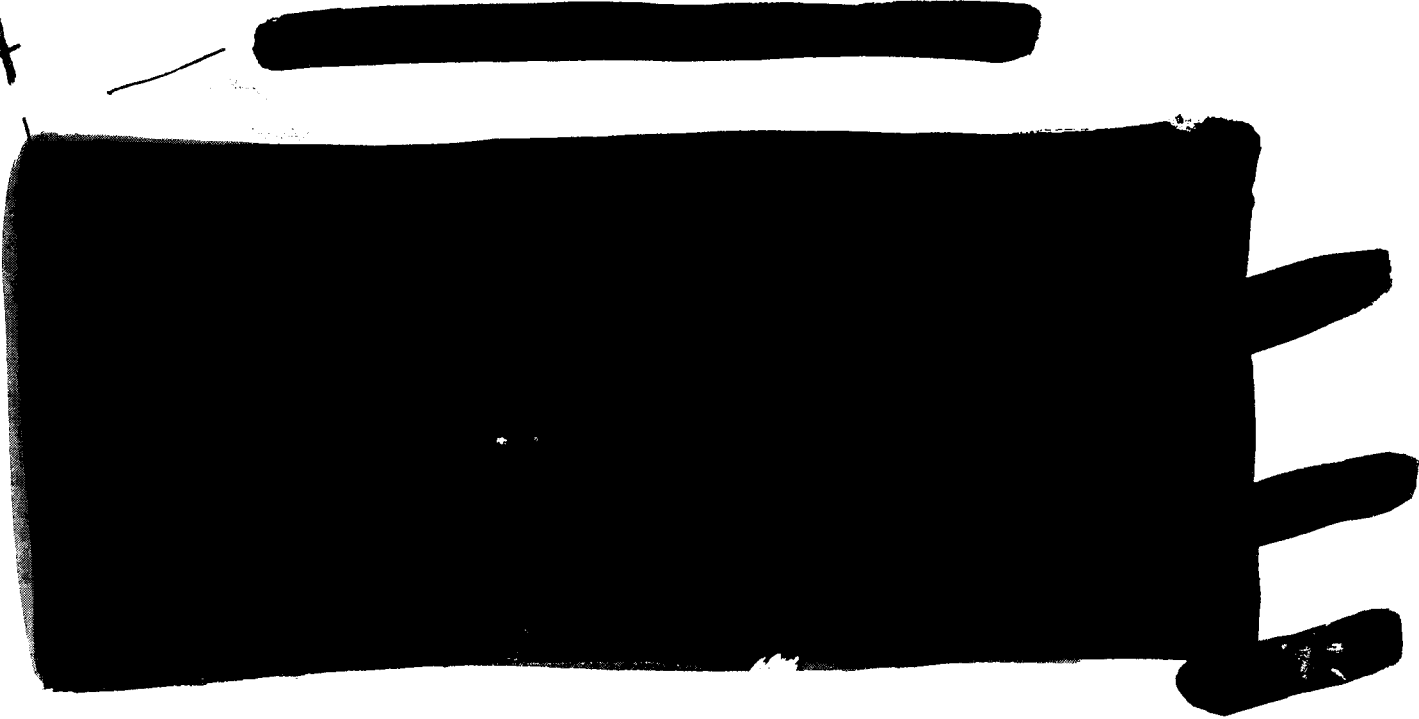
Total Pages Being Sent Including Cover Sheet: _____

* If there is a problem with this transmission please call (703) 734-6200*

bb-a; b7c-a

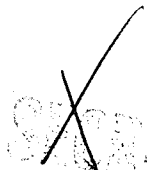
*b7c
b2: a/bb-1*

b4



9 month contract

08/11/2000



same model - no mandatory

to know w/d express with [redacted] b2-1/b7E-1

full contact - [redacted] b2-1/b7E-1
[redacted] b6-1/b7E-1 per POT
[redacted] Cp b2-1/b7E-1

- Look at their address
- Give it generic
- no exp. b.1.5 or no discussion

[redacted] b2-1/b7E-1

still pu tyn 20-30
\$ 20

9/15
Dinton

[redacted]

see cp [redacted]
fellow hot
drive

SOW was on [redacted]
[redacted]

per POT
b7E-2
b6-2

Stone
no p.m.

10 file

b6-1
b7c-1

~~SECRET~~

MEMORANDUM

To: [REDACTED]
From: [REDACTED]
Subject: Review of [RFP] 261297] (S)(u)
Date: October 23, 2000

Here are my comments on the [RFP] (S)(u)

1. C.4.9 I think we need to elaborate on the travel a little. Usually it's an other direct cost and so much money is proposed and then put on the contract to be drawn against. Many times we require that they obtain Contracting Officer or COTR approval prior to travel so that they are not taking unnecessary trips.
2. C.8 Last sentence - Is this "user agreement" some standard FBI document or form? I am unfamiliar with a generic user agreement.
3. D.1 We should also include some security language. I know there are special rules for sending classified stuff, double wrapping etc.
4. E.3 (a) The word "by" seems to be missing as in "conducted at destination by COTR "
5. F.3 One year period of performance v. 9 months?
6. F.5 We will need a specific number of reports for pricing purposes - or they can have a price for each report - say we anticipate 15 reports at \$1,000 each; If we just need 14, will only need to pay \$14,000 or if we need more option for 5 more reports @ \$1,000 we can add \$5,000 to the Contract. Perhaps they are just talking to the monthly report. Technical folks have to elaborate on this section and they need to fill in the blank here.
7. page 14 last line "of the U.S. government "
8. page 16 G.1 (b) deliverables - plural
9. Page 19 G.6 The last sentence is a little confusing - do you want the detailed report with each monthly invoice or with just those three invoices in conjunction with the progress meetings? See F.5.1 - you probably want them each month, but this could be worded clearer in G.6.
10. page 21 H.3 first line of second paragraph - Should read - "All products developed as a result of this contract are for the exclusive use of the FBI."

DECLASSIFIED BY: 31834 CLK/bu
ON AUG 4 2003
CA # 02-0063

~~83002 #945608
CLASSIFIED BY: SPS/JC/MSB
REASON: 1.5
DECLASSIFY ON: C~~

~~SECRET~~

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WHERE SHOWN OTHERWISE~~
Choicepoint page121

Clauses to go in [REDACTED]

b6-1
b7C-1

✓ 52.227-1 Authorization and Consent, July 1995

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

✓ 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement, August 1996

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

✓ 52.227-13 Patent Rights - Acquisition by the Government, January 1997

?

✓ 52.227-14 Rights in Data General - June 1987

Alternate III & Alternate V

✓ 52.227-15 Representation of Limited Rights Data and Restricted Computer Software, May 1999

✓ 52.227-17 Rights in Data - Special Works, June 1987

all in draft [PF/p] 10/23/00 (19)

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 8/30/02 BY SP5/JC/KSB

~~SECRET~~

[RFP-961297] (u) (S)

C.5 PERSONNEL

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

C.5.2 Other Personnel

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

C6. Reserved? RESPONSIBILITIES OF THE GOVERNMENT

The FBI will provide to the Contractor: (1) [REDACTED] (2) [REDACTED]

b2 per FBI
b7E-1

C.7 FBI PROJECT MANAGEMENT

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

C.8 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

(S) [REDACTED]

b1 per FBI

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

~~SECRET~~

~~SECRET~~

[RFP-961297] (u) (S)

SECTION F - DELIVERIES OR PERFORMANCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[REDACTED] b2-1 per FBI
b7E-1 (End of clause)

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

F.3 PERIOD OF PERFORMANCE

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

F.4 PLACE OF PERFORMANCE

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

F.5 REPORTS

RESERVE

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

F.5.1 Monthly Reports

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

~~SECRET~~

~~SECRET~~

[RFP-961297] (u)

F.5.2 Final Report

~~RESERVE~~

The final report shall include the description of the tasks.

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

"The views and conclusion contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies either express or implied, or the U.S. Government."

~~SECRET~~

~~SECRET~~

[RFP-961297] ~~(S)~~ (U)

CLIN DESCRIPTION PRICE

b1
per FBI



0008 (S) _____

0009 (U) Travel to the Washington, DC area _____
to meet with FBI project leaders as
necessary. Travel shall be on a
reimbursable basis and shall be done
pursuant to the Federal Travel Regulations.

0010 (U) Develop a project timetable _____
commensurate with the Delivery
Schedule.

0011 (U) Reimbursable travel (not to exceed) \$10,000.00

0012 (u)(s) Eight (8) Monthly reports \$ _____ each _____
(u)(s) and One (1) Final report \$ _____ each _____

0013 (u)(s) Three (3) Progress meetings \$ _____ each _____
shall be held every 90 days.
(Exclusive of travel expenses)

TOTAL PRICE FOR BASE YEAR (NINE (9) MONTHS) \$ _____

~~SECRET~~

(u)
(S)

C.5 PERSONNEL

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

C.5.2 Other Personnel

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

C.6 RESPONSIBILITIES OF THE GOVERNMENT

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

C.7 FBI PROJECT MANAGEMENT

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

C.8 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

(S) → [REDACTED]

mod 2 VA GA

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

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

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

b7E-1
b2-1
per
FBI

suble
b1
per
FBI

~~SECRET~~

[RFP-961297] (u)

SECTION F - DELIVERIES OR PERFORMANCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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~~_____~~ b7E-1/b2-1 per FBI

.(End of clause)

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

F.3 PERIOD OF PERFORMANCE

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

F.4 PLACE OF PERFORMANCE

FAR FAX under bill S

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

F.5 EIGHT (8) MONTHLY REPORTS

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

~~SECRET~~

~~SECRET~~

[RFP-961297]

(u)
(S)F.5.1 ONE (1) FINAL REPORT

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

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

"The views and conclusion contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies either express or implied, of the U.S. Government."

~~SECRET~~

~~SECRET~~

RFP-961297 *(u)*

Stujo

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
0008	(S)	
0009	(U) Travel to the Washington, DC area to meet with FBI project leaders as necessary. Travel shall be on a reimbursable basis and shall be done pursuant to the Federal Travel Regulations.	
0010	(U) Develop a project timetable commensurate with the Delivery Schedule.	
0011	(U) *Reimbursable travel (not to exceed)	\$10,000.00
0012	u (X) Eight (8) Monthly reports \$ each u (X) and One (1) Final report. \$ each	
0013	u (X) Three (3) Progress meetings \$ each shall be held every 90 days. (Exclusive of travel expenses)	
TOTAL PRICE FOR BASE YEAR (NINE (9) MONTHS)		\$



bl
per
FBI

0008

(S)

0009

(U) Travel to the Washington, DC area to meet with FBI project leaders as necessary. Travel shall be on a reimbursable basis and shall be done pursuant to the Federal Travel Regulations.

0010

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

0011

(U) *Reimbursable travel (not to exceed) *Reson* \$10,000.00

0012

u (X)
u (X)

Eight (8) Monthly reports \$ each
and One (1) Final report. \$ each

0013

u (X)

Three (3) Progress meetings \$ each
shall be held every 90 days.
(Exclusive of travel expenses)

TOTAL PRICE FOR BASE YEAR (NINE (9) MONTHS) \$

CLASSIFIED DECISIONS FINALIZED
BY DEPARTMENT REVIEW COMMITTEE (DRC)
DATE DEC 1 2003 6.5/79 D.M.H./R.M.L/cfk

AUG 5 2003 3 1834 CLK/cfk

8/30/02 SP5/JC/KSB

DECLASSIFIED BY
REASON: 1.5 (9,C)
DECLASSIFY ON: 1

CA # 02-0063

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HEREIN IS UNCLASSIFIED EXCEPT
WHERE SHOWN OTHERWISE

~~SECRET~~

(U)
(S)

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C.6 RESPONSIBILITIES OF THE GOVERNMENT

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

C.7 FBI PROJECT MANAGEMENT

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

C.8 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

(S) [REDACTED]

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

b7E-1
b2-1
per FBI

b1
per FBI

2
2
2

VP-

SECRET

[RFP-961297] (u) (S)

SECTION F - DELIVERIES OR PERFORMANCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[REDACTED] b2-1/b7E-1

(End of clause)

F.1 52.242-15 STOP-WORK ORDER (AUG 1989)

F.2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F.3 PERIOD OF PERFORMANCE

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

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SECRET

~~CONFIDENTIAL~~

Proprietary and Confidential-Subject to Non-Disclosure Agreement

DRAFT

Date

[Redacted] b7c-1/b6-1

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

RE: Payment from Any Other Governmental or
Nongovernmental Entity

Dear [Redacted] b7c-1/b6-1

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

(S) [Redacted] b1

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

b1

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

Sincerely,

ChoicePoint, Inc.

8/30/02 SP5/UC/KSP
[Signature]

~~CONFIDENTIAL~~

11/27/00 Meeting

[Redacted] FBI b7C-1 b6-1

FBI

FBI b7C-1/b6-1

[Redacted]

[Redacted] Vice President



Tel: [Redacted] 11350 Random Hills Road Suite 240 Fairfax, VA 22030
Fax: [Redacted] @choicepoint.net

[Redacted] Law Enforcement Director and Sales Manager



ChoicePoint
Suite 850 8330 Boone Boulevard Vienna, VA 22182
[Redacted] (Mobile) [Redacted] Fax [Redacted] @choicepointinc.com

[Redacted]
KING & SPALDING
1700 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, DC 20006-4706
FACSIMILE [Redacted]
E-MAIL [Redacted] @KSLAW.COM

b6-2
b7C-2

[Redacted] Business Manager



www.choicepoint.net
11350 Random Hills Road, Suite 240
Fairfax, VA 22030
iPhn: [Redacted] (Fax) [Redacted]
[Redacted] @choicepoint.net

DOCUMENT

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 8/20/02 BY SP5JUC/KSB

11/27/00

meeting



bb-1



b7C -1

FBI Deletion



Vice President



Tel: [redacted]
Fax: [redacted]
[redacted]@choicepoint.net

11350 Random Hills Road
Suite 240
Fairfax, VA 22030

[redacted]
Law Enforcement
Director and
Sales Manager



ChoicePoint

Suite 850
8330 Boone Boulevard
Vienna, VA 22182

[redacted] (Mobile)
Fax [redacted]
[redacted]@choicepointinc.com

b6-a
b7c-a



KING & SPALDING
1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, DC 20006-4706
FACSIMILE: [redacted]
E-MAIL: [redacted]@RSLAW.COM

8/30/02

SP5/KC/KSB

CLASSIFIED BY
DECLASSIFY ON

#945608



Business Manager

www.choicepoint.net



11350 Random Hills Road, Suite 240
Fairfax, VA 22030

(Phn) [redacted] (Fax) [redacted]
[redacted]@choicepoint.net



add it

\$500

help us

Friday

① we hold handles N/A

② doesn't state. \$
att'y fees

③ we pay if DOJ doesn't

* Will ~~the~~ DOJ defend ChoicePoint?
see if DOJ wants?

double check

DOJ

no sub IC plan

"there will be none"

no past performance

X

pb-1/b7c-1 per FBI

bb-1/b7c-1
[Redacted]
per FBI

X

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

(S) b1
per FBI

Sample letter

[Redacted]

per FBI
b7c-1
bb-1

Date

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

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

Dear [Redacted] b7c-1/bb-1

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

(S) b1 per FBI
(S) b1

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

(S) b1 per FBI

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

Sincerely,

Choicepoint, Inc.

8/30/02 SP5/K/SB
C1

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

X

Attachment 4

X

Sample Letter Regarding Payment from Any Other Governmental or NonGovernmental Entity

You are requested to provide assurance that ChoicePoint has not received any payment from any other governmental or nongovernmental entities for the [redacted] (S) b1 effort. We have provided a sample letter for this purpose; you are free to use this format or a similar format.

Sample letter

[redacted] b7c-1/b6-1 Date
Contracting Officer
Federal Bureau of Investigation
935 Pennsylvania Ave., NW
Washington, D.C. 20535

RE: Payment from Any Other Governmental or Nongovernmental Entity

Dear [redacted]

As part of the negotiations for ChoicePoint's [redacted] (S) b1 effort, the Federal Bureau of Investigation has asked for assurances that ChoicePoint has not received payment from any other governmental or nongovernmental entities for the [redacted] (S) b1 effort.

ChoicePoint hereby represents that, as of this date, it has not received payments from any other governmental or nongovernmental entities for the [redacted] effort. (S) b1

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

Sincerely,

Choicepoint, Inc.

8/30/02
CLASSIFIED BY: SP5/UC/KSB
REASON: 1.5 (C)
DECLASSIFY ON: C1

X

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

DRAFT

Date

pu FBI

b7c
b6-1

[Redacted]
Contracting Officer
Federal Bureau of Investigation
Room 6833, 935 Pennsylvania Avenue, N. W.
Washington, DC 20535

RE: Payment from Any Other Governmental or
Nongovernmental Entity

pu FBI
b7c-1
b6-1

Dear [Redacted]

pu FBI

(S) b1

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

(S) b1 pu FBI

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

(S) b1 pu FBI

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

8/30/02
SP5JUCKSB
CI

Sincerely,

ChoicePoint, Inc.

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11/11/03 BY 60322 UC/STP

AVA Y Sub.H

Alvina

Assurances

that have been
never before

from other
entities

X

Submission to

b6-1
b7c-1 pu FBI

[Redacted]
(S) b1

To: National Security From: Office of the General Counsel
Re: 66F-HQ-A1247863-*62*, 09/05/2001

~~SECRET~~

resources for criminal law enforcement purposes.⁵ The result of that work was the promulgation of the DOJ Online Principles in November of 1999. While these principles state that they are intended to apply only to federal law enforcement agents enforcing criminal laws⁶ -- and, thus, are not controlling authority with regard to the methods use to conduct FCI investigations -- they nevertheless provide guidance and useful analogies with regard to the parameters of the Attorney General Guidelines.⁷ Pending the promulgation of similar guidance by the Department of Justice (DOJ) concerning the use of the Internet in the conduct of FCI investigations, our advice here is based, in part, on the concepts reflected in the DOJ Online Principles. Additionally, as discussed below, with regard to the Training Unit's specific questions concerning the use of ChoicePoint in conjunction with foreign intelligence and foreign counter-intelligence investigations, we have obtained the opinion of the Deputy Counsel for Intelligence Operations, Office of

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

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

⁷ (U) It almost goes without saying that there are many important legal distinctions that can be drawn between investigations conducted principally for national security purposes -- i.e., investigations undertaken to gather foreign intelligence information -- and investigations conducted to develop evidence for criminal prosecution. An exhaustive discussion of the national security caselaw in this area is beyond the scope of this opinion. Suffice it to say that the courts have long recognized that the "executive branch not only has superior expertise in the area of foreign intelligence [collection], it is also constitutionally designated as the pre-eminent authority in [the conduct] of foreign affairs." United States v. Truong Dinh Hung, 629 F.2d 908 (4th Cir. 1982). See also United States v. United States District Court (Keith), 407 U.S. 297 (1972). Consistent with his authority to prescribe regulations governing intelligence activities, the President has promulgated Executive Order 12333 which vests the Intelligence Community with legal authority to use "all reasonable and lawful means . . . to ensure that the United States will receive the best intelligence available." Executive Order 12333 is the legal basis for the Department's promulgation of the FCIG.

~~SECRET~~

To: National Security From: Office of the General Counsel
Re: 66F-HQ-A1247863-~~GP~~, 09/05/2001

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consistent with the language of the Attorney General Guidelines which describes "publicly available information" as information "published or broadcast for general public consumption, . . . available on request to any member of the general public, [or that which] could lawfully be seen or heard by any casual observer, or [would be] available at a meeting open to the general public."²⁴

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

²⁴ ~~(u)~~ Sec. II, R, FCIG.

²⁵ (U) 50 U.S.C. § 1801 et seq.

²⁶ (U) See H.R. Rep. 95-1283 on H.R. 7308, pt. 1 (1978).

²⁷ (U) Id.

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

(u) In our consideration of whether the FBI's use of ChoicePoint was consistent with the Attorney General Guidelines, we also sought the opinion of the Deputy Counsel for Intelligence Operations, Office of Intelligence Policy and Review (OIPR), Department of Justice.³¹ Concerning Section III.B.5 of the Attorney General Guidelines, OIPR concluded:

The FBI may not access the ChoicePoint data prior to the [REDACTED] on the theory that the data is "publicly available reference material."

Any contrary conclusion would have been surprising, as it appears obvious [this] information [i.e., credit bureau headers, insurance data, consumer reporting agency data, etc.] has not been "published or broad cast for general public consumption," [is] not "available on request to any member of the general public," may not "lawfully be seen or heard by any casual observer," and "[is] not made available at public meetings."³²

³¹ Section I.B, FCIG, provides that "[a]ll significant new legal questions as to the coverage and interpretation of the [Attorney General Guidelines] will be resolved by the Office of Intelligence Policy and Review."

³² Memorandum from Deputy Counsel for Intelligence Operations, Office of Intelligence Policy and Review, Department of Justice, to Associate General Counsel, Federal Bureau of Investigation, dated 01/22/01 and titled "The FBI's Use of 'ChoicePoint' for Foreign Intelligence Collection or Foreign Counterintelligence Investigations Prior to [REDACTED]" (Cited hereinafter as "OIPR Memorandum.")

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(u) X OIPR also was asked whether it would be permissible to access ChoicePoint data prior to the [redacted] on the ground that the FBI would merely be checking the records of one public agency in order to obtain identifying data concerning an unknown person for indexing purposes."³³ This, too, was considered to be contrary to the Attorney General Guidelines. (s) b1

The array of information provided by ChoicePoint in bundled fashion about a given person necessarily includes data that originates from a variety of public (and private) agencies, such as the Social Security Administration, state motor vehicle departments, federal and state courts, and credit bureaus.³⁴

For similar reasons, OIPR determined:

[T]he use of ChoicePoint data prior to [redacted] [can] not be justified as merely "collecting information from U.S. Government agencies." As noted, ChoicePoint's data display on a given person extends beyond information originating from U.S. Government agencies.³⁵ (s) b1

Thus, OIPR concluded that "under the Attorney General Guidelines, the FBI may not review the described ChoicePoint data prior to the [redacted] We concur. In so doing, we point out that we do not perceive OIPR's opinion as having any potential negative impact on FBI foreign intelligence (s) b1

³³ (u) X Sec. III.B.5.b, FCIG.

³⁴ (u) X OIPR Memorandum.

³⁵ (U) Id.

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

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