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Source of document: FBI
Record/Information Dissemination Section
Attn: FOIPA Request
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Winchester, VA 22602-4843
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[FBI eFOIA Portal](#)

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Federal Bureau of Investigation
Washington, D.C. 20535

July 30, 2021

FOIPA Request No.: 1477907-000
Subject: GS10F090BA
(Task Orders from 2018-2020)

The enclosed documents were reviewed under the Freedom of Information/Privacy Acts (FOIPA), Title 5, United States Code, Section 552/552a. Below you will find check boxes under the appropriate statute headings which indicate the types of exemptions asserted to protect information which is exempt from disclosure. The appropriate exemptions are noted on the enclosed pages next to redacted information. In addition, a deleted page information sheet was inserted to indicate where pages were withheld entirely and identify which exemptions were applied. The checked exemption boxes used to withhold information are further explained in the enclosed Explanation of Exemptions.

Section 552

☐ (b)(1)

☐ (b)(2)

☐ (b)(3)

☐ (b)(4)

☐ (b)(5)

☒ (b)(6)

☐ (b)(7)(A)

☐ (b)(7)(B)

☒ (b)(7)(C)

☐ (b)(7)(D)

☒ (b)(7)(E)

☐ (b)(7)(F)

☐ (b)(8)

☐ (b)(9)

Section 552a

☐ (d)(5)

☐ (j)(2)

☐ (k)(1)

☐ (k)(2)

☐ (k)(3)

☐ (k)(4)

☐ (k)(5)

☐ (k)(6)

☐ (k)(7)

13 page(s) were reviewed and 13 page(s) are being released.

Please see the paragraphs below for relevant information specific to your request as well as the enclosed FBI FOIPA Addendum for standard responses applicable to all requests.

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

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

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

Please refer to the enclosed FBI FOIPA Addendum for additional standard responses applicable to your request. "Part 1" of the Addendum includes standard responses that apply to all requests. "Part 2" includes additional standard responses that apply to all requests for records about yourself or any third party individuals. "Part 3" includes general information about FBI records that you may find useful. Also enclosed is our Explanation of Exemptions.

For questions regarding our determinations, visit the www.fbi.gov/foia website under "Contact Us." The FOIPA Request Number listed above has been assigned to your request. Please use this number in all correspondence concerning your request.

If you are not satisfied with the Federal Bureau of Investigation's determination in response to this request, you may administratively appeal by writing to the Director, Office of Information Policy (OIP), United States Department of Justice, 441 G Street, NW, 6th Floor, Washington, D.C. 20530, or you may submit an appeal through OIP's FOIA STAR portal by creating an account following the instructions on OIP's website:

<https://www.justice.gov/oip/submit-and-track-request-or-appeal>. Your appeal must be postmarked or electronically transmitted within ninety (90) days of the date of my response to your request. If you submit your appeal by mail, both the letter and the envelope should be clearly marked "Freedom of Information Act Appeal." Please cite the FOIPA Request Number assigned to your request so it may be easily identified.

You may seek dispute resolution services by contacting the Office of Government Information Services (OGIS). The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, e-mail at ogis@nara.gov; telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769. Alternatively, you may contact the FBI's FOIA Public Liaison by emailing foipaquestions@fbi.gov. If you submit your dispute resolution correspondence by email, the subject heading should clearly state "Dispute Resolution Services." Please also cite the FOIPA Request Number assigned to your request so it may be easily identified.



See additional information which follows.

This is the final release of information responsive to your FOIPA request. This material is being provided to you at no charge.

Sincerely,



Michael G. Seidel
Section Chief
Record/Information
Dissemination Section
Information Management Division

Enclosure(s)

NNCP

**Administrative and Analytical Services
National Name Check Program
Attachment #1
Statement of Work**

C.1 INTRODUCTION

This Statement of Work (SOW) establishes the task, deliverables, and performance conditions that is required under this task by the Federal Bureau of Investigation (FBI), Washington, DC.

C.2 BACKGROUND

The Federal Bureau of Investigation (FBI) is the principal investigative arm of the United States Department of Justice. Within the Federal Jurisdiction, the FBI is charged with conducting investigations, gathering facts, establishing and maintaining investigative/administrative records. The FBI's Records Management Division (RMD), National Name Check Program Section (NNCPS), provides research, analytical, and reporting services for authorized Federal Agencies. The NNCPS' staff research FBI files to provide available and appropriate information within legal and policy constraints. Name check requests are initially processed through an automated batch process to identify possible file references. Subsequently, NNCPS analysts validate search results and further search FBI records to identify all references to the name check subject. These files are accessed in a variety of media and their content examined for relevance to the name check request. After examining all applicable information, Analysts summarize and report their findings, in accordance with legal and policy constraints.

The RMD, NNCPS, is responsible for providing biographical data on subjects to authorized Federal Government. With a customer-base of over 50 entities, the NNCPS processes millions of name checks each year.

C.2.1 ORGANIZATION

This SOW is for the United States Department of Justice, Federal Bureau of Investigation (FBI), Records Management Division (RMD), Washington, DC.

C.2.2 IDENTIFICATION AND ADDRESS

U.S. Department of Justice
Federal Bureau of Investigation
Records Management Division

National Name Check Program Section
170 Marcel Drive
Winchester, VA 22602

C.3 USE OF SHALL, WILL, SHOULD AND MAY

This document uses the words "shall", "will", "should", and "may". The following defines the meaning of these words with respect to this SOW:

- "Shall" specifies a requirement that is binding or mandatory.
- "Will" is used to express a declaration of the purpose by the FBI. "Will" is used in this document to describe relevant aspects of the acquisition. "Will" is also used in cases where the future tense is required.
- "Should" and "may" expresses non-mandatory provisions. "Should" or the adjective "recommended" mean that there may exist valid reasons in particular circumstances to ignore a particular item, but the implications must be understood and carefully weighed before choosing that course.

C.4 OBJECTIVES

The NNCPS requires contractors to perform name check related administrative, analytical, and research functions. The NNCPS is responsible for providing accurate, biographical data on name check subjects to authorized requesters in the Federal Government and law enforcement community. Tasks commonly include:

- X Performing initial research to determine if any possible records exist for the subject.
- X Searching for possible alternate spellings and aliases.
- X Locating and accessing information in a variety of media.
- X Researching documents that contain possible references.
- X Discarding all references not identifiable with the subject.
- X Researching all remaining valid records pertaining to the subject.
- X Applying sound judgment in determining relevance of information.
- X Creation of written summaries and reports.
- X Working with a variety of computer systems.
- X Communicating and working cooperatively with others.
- X Using FBI tracking and communications systems to locate and access records.
- X Complying with all appropriate legal and regulatory requirements when reporting to the requesting organization.
- X Complying with the minimum requirements of the FBI's Research Analyst Certification Program
- X Review and editing of written documents generated by others.
- X Maintaining meticulous records and logs.

- X Relating all facts accurately and maintain high quality standards.
- X Conduct various administrative tasks as required.

Contract job responsibilities are divided into two functional areas: Name Search and Dissemination. Contract personnel may be assigned to one or more of these functional areas and are subject to reassignment as required.

Name Search: The contractor reviews each record to determine if it can be ruled-out or accepted as a valid reference. The contractor uses a number of software and policy tools to make the determinations but may also further refine the search by reordering the subject name (often required with hyphenated names for example) or adding criteria to the search such as an alternate address or date of birth. When finished, the contractor has produced a list of probable file references.

Dissemination: The Contractor will receive the work through a local database. As a quality assurance measure, the contractor will update and verify the search results through an additional search of FBI file indices. The contractor will then locate and review each file using various media and methods. Should the information not be conclusively identified with the name check subject or be irrelevant to the nature of the request, the contractor will record the results appropriately for return to the customer. If the information meets the dissemination criteria set forth in the NNCPS's standard operating procedures (SOPs), it is provided in document or summary form to the requesting agency. The exact content of the response is often impacted by various laws, policies, regulations and court orders. All documents used in creating the name check response to the customer are retained in a local database. Transmission of all reports to Customer Agencies shall be appropriately logged.

C.5 PERIOD OF PERFORMANCE

The period of performance will include a base period (12 months) with four (4) one year options.

C.6 SOURCE DOCUMENTS

In performing this work, the contractor shall comply with the most current versions of all applicable governing legislation, executive orders and FBI policy in addition to other pertinent documents and guidelines.

C.7 SCOPE OF CONTRACT

To provide a full range of administrative and analytical services to assist the FBI, RMD, and NNCPS in planning, record keeping, administratively facilitating and processing name check

requests. This will be awarded as a task order Fixed Hourly Rates. This will be a GSA Schedule Contract Delivery Order.

C.8 STAFFING

The contractor shall be responsible for providing the necessary personnel, equipment, material and supplies to accomplish the objectives stated in C.4 (Objectives).

The contractor shall provide an initial 130 personnel resources required for the execution of this task order. Initially, 35 contractors will be required on day shift and 95 contractors will be required on evening shift. Shift schedules are delineated below. The contract may be expanded with the number of personnel resources necessary to accomplish the name check mission with a given provision of additional funding. 120 Analyst I positions are required at the onset of the base period. In addition, there will be a total of eight Unit Leads (Analyst II) across both shifts, not to exceed ten positions. The Unit Lead will perform similar services as the Analyst I, in addition, they will also provide technical direction as it pertains to the dissemination and name search functions. The contractor will provide a Program Manager and Deputy Program Manager (Project Manager) to facilitate the operational and administrative duties for both shifts. Program Manager and Deputy Program Manager will not be required to meet a monthly metric. The Government requires appropriately skilled personnel to perform routine administrative and record keeping tasks. Analytical tasks are of moderate complexity predominately involving assessment of written documents and application of the dissemination rules and policies. Candidates must also be capable of learning, using complex records systems and computer applications.

ANALYST I (120):

The primary functions of the Analyst I include providing advice, assistance, guidance, research and technical support in support of agencies' missions. Working independently with direction or in a team, Analyst I personnel collect and analyze data from structured research and evaluation activities, thus contributing to presenting findings of research in report form. Duties may include, but not be limited to analyzing complex problems, monitoring tasks and schedules.

Analyst I (NNCPS): Contractors are required to perform name check related administrative, analytical, and research functions. Each contractor is responsible for providing accurate, biographical data on name check subjects to authorized requesters in the Federal Government and law enforcement community. Within those parameters, contractors are to perform initial research to determine if possible records exist for the subject in question and search for possible alternate spellings and aliases. Contractors are responsible for using the FBI tracking and communication system to locate and access information in a variety of media, researching documents that contain possible references, and discarding all references not identifiable with the subject. Contractors will also research all remaining valid records pertaining to the subject and apply sound judgment in determining the relevance of that information. Contractors will review

and edit written documents generated by others and communicate/work cooperatively with others. Contractors will perform various administrative tasks as required to include creating written summaries and reports and maintaining meticulous logs and records. Contractors will also comply with all appropriate legal and regulatory requirements when reporting and to the requesting organization while relating all facts accurately with a high quality standard.

ANALYST II/UNIT TEAM LEAD (8):

The primary functions of the Analyst II are to manage the work and daily supervision of Analyst I contractors, while providing high level advice, assistance, guidance, management, and research and technical support in support of agencies' missions. They are responsible for all project activities, both administrative and programmatic. They will also work independently under direction or in a team to collect, analyze, and present data from structured research and evaluation activities.

Analyst II/Unit Team Lead (NNCPS): The NNCPS Analyst II will provide technical guidance in the completion of Name Checks to contract RAs, monitor metric and quality performance of contract RAs, ensure the policies set forth in the various Standard Operating Procedures (SOPs) are followed, make recommendations via the Contract Officer Representative (COR) for process improvements, and provide monthly status reports to the COR and Contracting Officer (CO).

DEPUTY PROGRAM MANAGER (1):

The primary functions of the Deputy Program Manager are to formulate and enforce work standards, assign contractor schedules, and communicate policies, purposes, and goals of the organization to contractors.

Deputy Program Manager (NNCPS): The Deputy Program Manager will assist the Program Manager in organizing, directing and managing the day to day onsite operations, support, and maintenance functions. They will review work discrepancies and assist in supervising contractor personnel.

PROGRAM MANAGER (1):

The primary functions of the Program Manager are to serve as the Contractor's principle Contract Manager. The Program Manager will interface with the Government Contracting Officer, the contract level COR, government management personnel, and customer agency representatives.

Program Manager (NNCPS): The NNCPS Program Manager will organize, direct, and manage the day-to-day onsite operations, support, and maintenance functions. The Program Manager

reviews work discrepancies, supervises Contractor personnel, and is responsible for the overall contract performance and quality assurance.

Candidates for all positions shall have a bachelor's degree or three or more years of experience applying knowledge of administrative principles, practices, and techniques as referenced in the positions descriptions listed above. Experience shall include providing products and services similar to those outlined in the SOW. The Candidates shall be skilled in evaluating and developing methods to accomplish functional objectives. Military experience is acceptable.

C.9. EXPERTISE AND WORK SCHEDULE

The contractor shall identify all key personnel. Key personnel shall include the Program Manager, Deputy Program Manager and Analyst II (8) positions.

Core hours are 7:30 am - 4:00 pm (including lunch), Monday through Friday, excluding the U.S. Government Federal holidays, or as agreed upon by the Contracting Officer (CO) and the Contracting Officer's Representative, (COR). An evening shift is possible with working hours between 4:00 pm. and 2:30 am. Alternate Work Schedules (AWS) will be accommodated, if possible, on this contract. The Government reserves the right to approve or deny these requests based on the needs and mission of the Government. All AWS requests must be submitted to the COR and approved by the CO in writing. An AWS is not authorized until after the initial training period of 120 days for evaluation and approval. AWS will not exceed 33% of the entire contractor work force. The Contractor will ensure that 75% of Contract personnel are in attendance per Unit, per shift. Exception to this is 30% for the following holiday periods: Thanksgiving Eve and the Friday immediately following Thanksgiving, Christmas Eve through January 2nd.

Contractors who have successfully completed their 120 day probationary period and wish to work overtime are required to obtain their Unit Lead, Lead Research Analyst, and Supervisory Research Analyst approval. Contractors within their 120 day probationary period and are successfully meeting metrics for a minimum of four review periods (eight weeks) are required to obtain their Unit Lead, Lead Research Analyst, Supervisory Research Analyst, and Unit Chief approval. All overtime requests will be routed through the Program Manager to the COR for review and approval.

Working hours and billable hours in excess of 40 hours per week shall be approved in advance by the COR and the CO, and managed by the Contractor within the negotiated limits of this contract. During periods of Government allowable overtime, the Contractor will provide an overtime schedule for the contractor work force to the COR.

In regards to overtime, the following is in effect for the base and all option periods:

Hours worked

6:00AM – 5:59PM

6:00AM – 5:59PM

6:00PM – 5:59AM

6:00PM – 5:59AM

Price/Hourly Rate

Day/Regular Rate

Day OT – Required COR Approval

Evening Regular Rate

Evening OT – Requires COR Approval

The rates to be invoiced are without regard to the above “core” day or evening shift schedules.

C.10. DELIVERABLES

The Contractor shall provide appropriately knowledgeable and skilled personnel to perform name check functions. The Contractor shall maintain the staffing level required by the FBI with personnel meeting the definitions in this SOW. The Contractor shall ensure appropriate conduct and replace any personnel shown to be non-productive or disruptive to the FBI. Within five business days of award, the Contractor will meet with Name Check representatives to supply information necessary to transfer security clearances and provide the date(s) that contract personnel will begin work.

The Government shall provide each new Contractor with their own specific NNCP training plan within 5 business days of entry on duty to ensure timely training and enable Contractor personnel to begin conducting name checks. While awaiting Name Check Processing Training the Contractor will shadow a Research Analyst not to exceed 45 business days. Contractors will ONLY use the NNCP management approved training plan to monitor Contractor training progress, proficiency toward completion of all functional tasks and requirements. The NNCP approved training plan integrates a Training and Certification Outline from the NNCP Research Analyst Certification Program. The purpose of the Research Analyst Certification Program (RACP) is to create a developmental path that ensures basic, advanced, and senior level knowledge and skills are properly trained, developed, and applied by Research Analysts at appropriate times in their career. Contractors shall participate in training sessions and complete the required certification milestones for the Apprentice tier of the program within the designated timeframe. The contractors shall attend supplemental training sessions, if appropriate, for those areas where additional training is needed. Specific training plans developed by NNCP Unit Chiefs or SRAs may be administered to Contractors, however if there is a conflict, the prevailing documents are the QRMU management approved documents. If there is disagreement on training issues the PM, COR and NNCP Assistant Section Chief will meet to decide a resolution.

Contractor personnel will begin their 120 calendar day probationary period after completing the NNCP Basic Research Analyst Course and Apprentice Phase 1 Research Analyst Certification Program testing. The Contractor will monitor their progress on a weekly basis after classroom training and testing to determine if additional training is needed. After 65 calendar days, the

Contractor will be afforded the opportunity to receive additional forms of training. Additional forms of training may consist of, but not limited to: Government provided One-on-One training sessions, colleague mentor program; Government initiated Learning Sessions, dissemination customer specific refresher and/or Fundamentals training. A Contractor receiving additional training will have their production monitored weekly by the Contract Program Manager to ensure improvement. Additional training will continue as necessary for the remaining number of days in the 120 calendar day probation period.

When Contractor personnel request additional individual training, such individual training will be scheduled within 10 business days of submission of the request to the NNCP Training Coordinator. Contractor personnel will be assigned to Government Supervisors working the same shift which will allow their respective supervisors to review and approve their case assignments. Contractor metrics will be evaluated on a bi-weekly basis by the Government. The Contractor PM and DPM will meet with the COR monthly to address contract issues, or as required by the COR.

The Contractor will ensure their personnel meet the established NNCP production and QA metrics upon completion of the 120 day probationary period. Metrics are identified in the NNCP Production and Quality Assurance Metric Table C.10a. In order to accurately monitor and track quality and production the Contractor will be provided a report for all Analysts as agreed upon (daily, weekly, monthly etc.). The report will identify all QA discrepancies annotated by the FBI's Quality Resource Management Unit (QRMU) and will illustrate the production measurement for each contractor analyst. This affords the Contractor the ability to manage productivity and QA metrics for each contract Analyst. The Contractor will ensure that not only productivity metrics are met but also the quality of work produced by their Analysts is of the highest standard.

All Contractor production and QA metrics are determined by the Government using a standard equation for computations. The Government periodically reviews and adjusts production and QA metrics based on business requirements; therefore, the rate is subject to change. This is applied to the Name Search and Dissemination functions.

C.10a

NNCP Production and Quality Assurance Metrics	
Function	Metric
Name Search (Handled)	> 45 Cases / Hr
Quality Control Name Checks (Handled)	> 41 Cases / Hr
Name Check Unit Dissemination	> .875 Cases / Hr
White House, Special Event Handling Unit	> 1.35 Cases / Hr
Unit Lead/Analyst II	> .75 Cases / Hr
Quality Assurance Measurement	< 2% Severe Discrepancies / Audit

A Contractor's production will be reviewed 30 days prior to completing the 120 calendar day training period to ensure they are showing steady improvement by the COR and Program/Project Manager. Once they have completed their 120 day probation period they are required to meet metrics as identified in the NNCP Production and Quality Assurance Metric Table C.10a . If upon completion of the 120 calendar day probationary period the Contractor is not meeting the required metric, the Contract Program Manager is required to submit a Strategic Action Plan for improvement to the COR. The Government reserves the right to request the Contractor personnel be terminated from the Contract for not meeting the required metrics mentioned above. Such requests will be discussed at a minimum of 30 days in advance of potential termination date by Contractor Program Management and COR and final request will be submitted via email on "unclassified" email side in order to process the removal in a standardized procedural method. The timeframes mentioned above are subject to change due to instructor and/or classroom availability and NNCP management decisions.

Contractor Responsibilities:

- Analysts will be held to production and QA metrics after the 120 day probationary period has been successfully completed.
- Review of QA discrepancies will be performed by the Contractor's Program Manager and respective Unit Lead. If a conflict arises with the assigned discrepancy, the Contractor's Program Manager will request an appeal of the discrepancy through the COR and is authorized to meet with the respective Unit's Supervisory Research Analyst (SRA), Unit Chief, and QA Lead to further review the case history data.
- The Contract Program Manager is required to submit and implement a strategic action plan to address any QA issues that exceed the allowable percentages as indicated in the tables above. Another review will be conducted after 30 days to assess Contractor performance. As sited above, the Government reserves the right to request the Contractor personnel be terminated from the Contract for not meeting the required metrics. QA incidents will be individually handled in accordance with the severity of the QA discrepancy.

C.11. REPORTS

The Contractor shall prepare and deliver Monthly Status reports to the Contracting Officer's Representative (COR) and the Contracting Officer (CO) no later than the fifteenth calendar day of each month. The reports should include, at a minimum, a summary of the previous two pay period efforts, expected activities in the current month, identification of any problems or contract management issues, and a summary of funding issues.

C.12. GOVERNMENT FURNISHED EQUIPMENT AND MATERIALS

The Government will provide Contractor personnel assigned to this task with a typical working environment, including office furniture and furnishings, telephone service, storage for classified and unclassified materials, use of the Government's mail and courier services, and access to copiers, fax machines, computer and related software. Contractors may choose to work off-site when not gathering data or conducting research. All FBI facilities are secured. Contract personnel will be afforded access to FBI spaces and employees as required by the provisions of the contract.

C.13. GOVERNMENT FURNISHED INFORMATION AND DOCUMENTATION

The Government will provide application manuals and instruction as required. This material is to be handled per its marked classification.

C.14. SECURITY CLEARANCES

All persons performing on this contract shall be U.S. citizens.

The contractor shall have a Top Secret clearance as established by the FBI prior to any access to classified information. The contractor performing under this contract shall obtain an FBI Top Secret security clearance through the standard FBI clearance process. The contractor is prohibited from publishing, disclosing, or disseminating, in any form or to any person, natural or artificial, findings, recommendations, work products, or any other information related to his or her services with the FBI.

All information contained in the contractor's work product shall be deemed to be solely the property of the U.S. Government and shall not be released to anyone other than the FBI. All notes and hard copy information shall be stored in an FBI-approved secure container until submitted to the reviewing authority. All documents prepared or acquired by the contractor, including information notes, shall be submitted to the FBI upon completion of the contract. No duplicated or soft copy documents are to be kept by the contractor.

Performance on this contract requires access to classified information up to and including TOP SECRET. The provisions of the DD Form 254 are applicable

Should the contractor be unable to perform the terms and conditions of the contract as a result of its failure to comply with the contract's security requirements, the Government shall terminate the contract at no cost to the Government.

The Contractor shall be required to handle, process, and/or generate unclassified, law enforcement sensitive, and classified (up to and including Top Secret) as well as business sensitive data. The Contractor shall execute appropriate non-disclosure/procurement integrity agreements and be subject to all pertinent federal regulations regarding unauthorized disclosure. All classified materials shall be maintained at an approved Government site.

C.15 PRIVACY ACT

All contractor personnel assigned to this work will be subject to routine criminal and credit checks by the FBI. Additionally, all persons must undergo an FBI polygraph examination.

C.16 PLACE OF PERFORMANCE

All Name Check work is accomplished at two (2) locations: Winchester and Alexandria, VA (within 15 miles of FBIHQ) While Name Check work is performed at both locations, contract personnel will be assigned to the Winchester, Virginia, area immediately. Contractors may need to arrange local transportation as necessary. Upon contract award, a site visit can be arranged.

C.17 TRAVEL POLICY

The Government will not reimburse the Contractor for travel costs. Contractors will need to be able to transport themselves to the Winchester, VA area as needed. No other travel other than the local area is anticipated. No Other Direct Costs (ODCs) are anticipated under this Task Order.

C.18 INHERENTLY GOVERNMENTAL FUNCTIONS

The Contractor shall not perform any Inherently Governmental Functions (IGF) under this contract in accordance with OMB Policy Letter 92-1, Inherently Governmental Functions and FAR Subpart 7.5. Whenever the Contractor is participating in any situation where it may be assumed that he or she is an FBI employee, the Contractor must identify himself/herself as a contractor employee. If, during the course of work, through receipt of technical direction, or in carrying out the Statement of Work, any portion of the work appears to be an inherently governmental function, the Contractor shall immediately notify the Contracting Officer (CO).

C.19 NON-DISCLOSURE AND CONFLICTS OF INTEREST

Under the scope of this contract, Contractor personnel may be required to work with extremely sensitive data. This information must not be communicated, transmitted or otherwise divulged except on a need-to-know basis during the conduct of official Government business. All Contractor personnel assigned to this contract shall execute a Certificate of Non-Disclosure and Conflict of Interest.

C.20 EMPLOYMENT ELIGIBILITY

All Contractor personnel associated with this project must be U.S. Citizens. The Contractor shall be responsible to the government for acts and omissions of his own employees and for any subcontractor(s) and their employees. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issues in support of this contract.

C.21 INSPECTION & ACCEPTANCE

The COR or designee will accept or reject work products. All deliverable acceptances will be at destination.

Documentation and deliverables will be deemed acceptable if the document adequately covers all required topics; is professional prepared in terms of format, clarity and readability; and is delivered on time to the FBI Project Manager, COR and Contracting Officer. The Contractor shall deliver the correct number of copies and required electronic submissions. All deliverables will be considered Government Property.

Any information technology products delivered under this contract will be considered accepted only after they have been approved in writing by the FBI. This approval will be based on meeting all requirements, which include: validating objectives, processes and functionality; technical accuracy or merit; and compliance with FBI technical standards.

C.23 ADMINISTRATIVE CONSIDERATIONS

The FBI's Contracting Officer (CO) and the Contracting Officer's Representative (COR) will perform the administration of these tasks. The COR or his/her designated representatives will be established for all Government and contractor meetings, direction, and product deliverables. The COR will provide the technical assistance through completion of this work. The CO will provide all contractual assistance.

C.24 GOVERNMENT CONTACTS

The administration of this requirement will be performed by the FBI's CO and COR. 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 task; provide direction to the contractor which clarifies the contract effort, or fills in details to assist the contractor in accomplishing the contractual scope of work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

The COR does not have the authority to alter the contractor=s obligations under this contract, and/or modify any of the expressed terms, conditions specifications, or cost of the agreement. If as a result of technical discussions, it is desirable to change contractual obligations or the scope of work, the CO shall issue such changes.

The FBI contact persons assigned to this task are as follows:

FBI Contracting Officer/Contract Specialist

Federal Bureau of Investigation
Finance Division
Off-Site Contracts Unit
Ms. Renee Braun



b6
b7C
b7E

FBI Contracting Officer's Representative

Federal Bureau of Investigation
Records Management Division
National Name Check Program
TBD

C.25 CONTROL OF FUNDING

The Contractor will submit an invoice no later than the fifteenth calendar day of each month. The assigned COR will verify that all charges are correct then present the invoice to the CO for payment authorization.

The Contractor shall inform the CO in writing when the total funded cost has been 75% consumed. This notice must be received by the CO prior to continuing the performance under the contract.