

F- 2007-00886

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2007 FEB 27 AM 9:42

Information and Privacy Coordinator  
Central Intelligence Agency  
Washington, D.C. 20505

Feb. 20, 2007

I'd like to make a Freedom of Information Act request for all documents related to a contract the CIA awarded to Google Inc. in Sept. 2004 for some of the company's technology.

I would like all written communications about the technology – two Google Search Appliances – before and after the contract was signed. The period I want covered is from Jan. 1, 2004 to the present.

Documents I seek include, but are not limited to, e-mails and memos between CIA employees, between the CIA and any other government agencies, and between the CIA and any vendors (including Google).

The documents may address the decision making process in selecting Google for the contract and the use of its technology.

In response to a previous FOIA request (F-2006-01358), I received a copy of the contract with Google. I have included the relevant portions with this new request

Thank You

Verne Kopytoff

(b)(6)

2004 2:02PM

BUUBLE

002/002

(b) (3)  
(b) (6)

NO.683 P.2/23

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

2. REQUESTOR NUMBER PAGE 1 OF 12

3. CONTRACT NO.	3. AWARD/ORDER DATE 8 SEP 2004	4. ORDER NUMBER	5. SOLICITATION NUMBER N/A	6. SOLICITATION SEARCH DATA
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7. FOR SOLICITATION INFORMATION CL	4. NAME	8. DELIVERY NUMBER (No collect calls)	9. OFFER DUE DATE/ LOCAL TIME
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10. ISSUED BY PCWARE	10. BCS APPLICATION ID <input type="checkbox"/> COMPLETED <input type="checkbox"/> BSY AIDS: B FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HYBRID SMALL BUSINESS <input type="checkbox"/> (A)	11. DELIVERY FOR FOR DELIVERY ORDER BLOCK IS MAILED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
	PRICE: ORDER PTO:	13a. THIS CONTRACT IS A BULK ORDER UNDER DFARS (48 CFR 701)	13b. RATION
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO SEE PAGE TWO	16. ADMINISTERED BY	ORDER
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17a. CONTRACTOR/ OFFEROR GOOGLE 1600 AMPHITHEATRE PARKWAY MOUNTAIN VIEW CA 94038 POB: TELEPHONE: 650-253-7117	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18. PAYMENT WILL BE MADE BY VENDOR PAYMENTS VENDOR NOTE: PAY NUMBER
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18. IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE PAGE TWO					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)
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27a. SOLICITATION ENCLOSEURES BY REFERENCED FAR 52.212-1, 52.212-4, FAR 52.212-2 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-1, FAR 52.212-5 IS APPLICABLE. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE, CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: YES. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 8), INCLUDING ANY ADDENDUMS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO TERMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. [Signature]
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. DATE SIGNED
James Ladd VP	9/9/04

AUTHORIZED FOR LOCAL REPRODUCTION  
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STANDARD FORM 1449 (REV 4/2002)  
Prescribed by GSA - FAR (48 CFR) 53.212



APPROVED FOR RELEASE  
DATE: JAN 2007

Google:  
P.O. Number: [redacted]  
Page 2 of 12

REFERENCE: [redacted]

Questions related to this order may be directed to [redacted]  
Payment issues may be directed to [redacted]

Section I - Continuation of SF 1449

[redacted] Use of Facsimile Signatures (JUN 2002)

This Contract may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Block 15 F.O.B DESTINATION

The vendor will pay for the shipping and insure the items until their point of destination.

DELIVERY INSTRUCTIONS

Unless otherwise changed in accordance with the contract clause entitled "Changes - Fixed Price" (FAR 52.243-1), shipments of deliverable hardware shall be delivered as follows:

[redacted]

M/F#: [redacted]

BLOCKS 19-24

Basic Contract

Item #	Description	Qty	Unit	Unit Price	Total
001	Google Search Appliance Version 3.4, GB8008-15M-DIS to include updates, service and maintenance for 2 years and fee for Government's retention of hardware. Disconnected Support Package.	1	Ea	[redacted]	[redacted]
<b>TOTAL</b>					

Google:  
 P.O. Number:   
 Page 3 of 12

**Options**

Item #	Description	Qty	Unit	Unit Price	Total	Total Exercised
002	Google Search Appliance Version 3.4, GB8008-15M-DIS to include updates, service and maintenance for 2 years and fee for Government's retention of hardware. Disconnected Support Package.	1	Ea	<input type="text"/>		
<b>TOTAL</b>		<b>OPTIONS</b>			<input type="text"/>	

**Section II – Addendum and Contract Clauses**

**SPECIAL PAYMENT PROVISIONS FOR LINE ITEMS 001 AND 002**

The Government issues this contract under Multi-Year Contracting Authority in accordance with FAR 17.1. This Contract provides for contract financing in accordance with FAR 32.206. Payment in full shall be made under this contract upon delivery of each line item. The Contractor's security for payment shall consist of the delivery of each search appliance as described in Line Items 001 and 002.

**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

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

[www.amet.gov](http://www.amet.gov)

- 52.212-4 Contract Terms and Conditions, - Commercial Items (Oct 2003)
- 52.217-2 Cancellation Under Multi-Year Contracts (Oct 1997)
- 52.227-19 Commercial Computer Software – Restricted Rights (June 1987)
- 52.232-29 Terms for Financing of Commercial Items (Feb 2002)

**Addendum to FAR 52.212-4, Contract Terms and Conditions-Commercial Items, is revised as follows:**

Paragraph (b) of 52.212-4 is deleted in its entirety and replace with the following:  
 The assignment of claims under this contract is prohibited.

**Compliance With the Constitution and Statutes of the United States (AUG 1996)**

Nothing in this contract shall be construed to authorize any activity in violation of the Constitution or Statutes of the United States.

**Fraud, Waste, and Abuse** -  **DEC 2002)**

Anyone who suspects fraud, waste, or abuse in any aspect of the acquisition process or during performance of this contract by either Government or Contractor personnel should contact the Office of Inspector General, Investigations Staff, at phone number

**Non-Publicity (DEC 2003)**

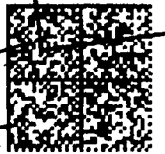
(a) The Contractor shall not use or allow to be used any aspect of this solicitation and/or contract for publicity. "Publicity" means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television etc.), communications with the media, marketing, or a reference for new business. This

**San Francisco Chronicle**  
901 Mission Street, San Francisco, CA 94103

*Kerry to SF*

*Information and Privacy Coordinator  
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**INSPECTED**  
FEB 26 2007



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