



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

DEC 12 2008

OFFICE OF
INSPECTOR GENERAL

Ms. Marcia Hoffman
Staff Attorney
Electronic Frontier Foundation
454 Shotwell Street
San Francisco, California 94110

Reference: Freedom of Information Act Request (HQ-RIN-00405-08)

Dear Ms. Hoffman:

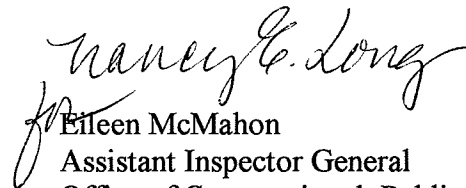
This is in response to your Freedom of Information Act (FOIA) request dated November 28, 2007, seeking disclosure of "all memoranda of understanding, contracts or other agreements between the EPA and Google or other technology companies from January 2006 to the present (November 28, 2007) for the digitization or other copying of agency information (including pre-existing "legacy" information and data holdings) to promote greater access of such data by the general public."

Enclosed you will find a copy of a responsive document. Information has been redacted from the document pursuant to the FOIA, 5 U.S.C. 552 Sections (b)(2) and (b)(6). Exemption (b)(2) exempts from mandatory disclosure records "related solely to the internal personnel rules and practices of an agency." Courts have interpreted the exemption to encompass two distinct categories of information: (a) internal matters of a relatively trivial nature -- sometimes referred to as "low 2" information; and (b) more substantial internal matters, the disclosure of which would risk circumvention of a legal requirement -- sometimes referred to as "high 2" information. An example of the type of information that has been redacted pursuant to this exemption is accounting codes. Exemption (b)(6) exempts from disclosure any information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy. An example of the type of information redacted pursuant to this exemption includes the names of individuals.

You may appeal this partial denial to the Counsel to the Inspector General, Office of Counsel, Office of Inspector General, 1200 Pennsylvania Avenue, N.W., Mail Code (2411T), Washington, DC 20460, Fax (202)-566-0870, e-mail oig.foia@epa.gov. The appeal must be made in writing and must be submitted no later than 30 calendar days from the date of this letter. The Counsel to the Inspector General will not consider appeals received after the 30 calendar day limit. The appeal letter should include the RIN number listed above. If possible, the appeal letter and its envelope should be marked "Freedom of Information Act Appeal."

If you have any questions concerning this matter, you may contact Shushona Hyson, Freedom of Information Officer at (202) 566-0869.

Sincerely,


Eileen McMahon
Assistant Inspector General
Office of Congressional, Public
Affairs and Management

Enclosures

cc: FOIA Office

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 | 5

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

1. DATE OF ORDER 11/27/2007	2. CONTRACT NO. (if any) GS-25F-0113M	6. SHIP TO:		
3. ORDER NO. EP08H000335	4. REQUISITION/REFERENCE NO. FNR0001 QT-DC-08-000454	a. NAME OF CONSIGNEE U.S. EPA Project Officer: (b)(6)		
5. ISSUING OFFICE (Address correspondence to) U.S. EPA Mail Drop: 3803R PROGRAM CONTRACT SERVICE CENTER 1200 PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20460		b. STREET ADDRESS (202) 566-2597 1200 PENNSYLVANIA AVENUE Mail Drop: 2431T 2426G		
		c. CITY WASHINGTON	d. STATE DC	e. ZIP CODE 20004
7. TO:		f. SHIP VIA:		
a. NAME OF CONTRACTOR MANAGEMENT SUPPORT TECHNOLOGY, INCORPORATED		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____ Please Furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated. <input checked="" type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on in this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
b. COMPANY NAME M S T I				
c. STREET ADDRESS 9990 FAIRFAX BOULEVARD SUITE #300		10. REQUISITIONING OFFICE OIG,01 Buyer: MICHAEL H GILHAM (202) 564-6090		
d. CITY FAIRFAX	e. STATE VA	f. ZIP CODE 22030		

9. ACCOUNTING AND APPROPRIATION DATA (b)(2) \$30368.00 \$11232.00 HQ00BM00		TIN: (b)(2)
		DUNS: 783603814

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMAN-OWNED			
12. F.O.B. POINT	FOB DESTINATION	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE Date
13. PLACE OF			16. DISCOUNT TERMS
a. INSPECTION DESTINATION	b. ACCEPTANCE City WASHINGTON State DC		NET30

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1	8" x 11" Imaging; not to exceed:	95000	EACH	\$.40	\$ 38,000.00	
2	All other sizes imaging; not to exceed:	5000	EACH	\$.52	\$ 2,600.00	
3	Pickup/Return Delivery Service; not to exceed:	2	EACH	\$ 500.00	\$ 1,000.00	
Optional Periods [the following periods replace those found in the Performance Work Statement (PWS)]; quantities not to						

See Billing Instructions On Reverse	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		\$.00	17(h)TOT (Cont. Pages)	
	21. MAIL INVOICE TO:						
	a. Name RTP FINANCE CENTER		U.S. EPA Mail Drop D143-02			\$ 41,600.00	17(i) GRAND TOTAL
	b. Street Address (or P.O. Box)		ENVIRONMENTAL PROTECTION AGENCY				
c. City DURHAM		d. STATE NC	e. ZIP CODE 27711				

UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) TITLE: CONTRACTING/ORDERING OFFICER (b)(6)
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**ORDER FOR SUPPLIES AND SERVICES
SCHEDULE - CONTINUATION**

PAGE NO.
2

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

DATE OF ORDER 11/27/2007

CONTRACT NO.
GS-25F-0113M

ORDER NO.
EP08H000335

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
3. (continued)	<p>Pickup/Return Delivery exceed those of base period: Option Period 1: 12/1/08 - 11/30/09 Option Period 2: 12/1/09 - 11/30/10 Option Period 3: 12/1/10 - 11/30/11 Option Period 4: 12/1/11 - 11/30/12</p> <p>The PWS and QASP are hereby incorporated by reference (previously submitted to Rose Lowstuter).</p>					

Clause(s):

CUSTOM CO ADDED INVOICES-RTP Finance (NOV 03)
Invoices shall be prepared in original and at least one copy, containing the following information: Purchase Order Number, description of commodities/services furnished, period of performance, taxpayer ID number and amount due. Invoices shall be submitted to the address specified in block 21 of this order. For status of Invoice Payments, call the Financial Office's Customer Service at (919) 541-0616.
Fax number: (919) 541-4975.

The FedEx/Commercial Courier address for invoices:
US EPA, RTP-Finance (Mail Drop D143-02)
4930 Page Road
Durham, NC 27703.

Vendors interested in checking the status of payments should use the Department of Treasury's Payment Advice Internet Delivery (PAID) system. It is located on the following web site and requires registration: <http://www.fms.treas.gov/paid/index.asp>

CUSTOM PROJECT OFFICER & ALTERNATE(S)
The Delivery Order Project Officer is identified in Block 10 is hereby designated as the Project Officer for this requirement. An Alternate Project Officer(s) may be designated and if so, shall be approved by the Contracting Officer and named through a modification to this order. As such, the Delivery Order Project Officer and/or Alternate Delivery Order Project Officer (s) shall only provide information of a general nature necessary in performance of this order and shall be responsible for inspection and acceptance of the services for the certification of the invoices. The Project Officer and Alternate DOES NOT have the authority to issue any technical direction which changes or modifies the scope of work, or alters the period of performance

CUSTOM TAX
The Federal Government is exempted from paying taxes. The tax exempt number is

(b)(2)

FAR 52.212-4 Contract Terms & Conditions – Commercial (APR 98)
See <http://www.arnet.gov> to review the full text of this FAR clause.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
See <http://www.arnet.gov> to review the full text of this FAR clause.

FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 03)
See <http://www.arnet.gov> to review the full text of this FAR clause.

Additional Terms and Conditions

Year 2000 Compliance

Any product offered or electronic and authorization system delivered under this contract is warranted to be Year 2000 compliant. Year 2000 Compliant means accurately processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all products used in combination with the contractor's product properly exchange date data with it.

TAXPAYER IDENTIFICATION

(b)(2)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

