INDIVIDUAL TRANSACTION PLAN

In accordance with FAR 7.105 the acquisition strategy for acquiring AUTOTRACK XP/Autotrack XP subscription services is set forth.

The acquisition team consists of Specialist/Contracting Officer and Officer's Technical Representative (COTR).

Contract Contracting

- (a) Acquisition Background and Objectives
- (1) Statement of Need

(2) Applicable Conditions

We intend to acquire this product by negotiating on a sole source basis with DBT Online, Inc.

(3) Cost

The in-house estimate for this effort is not to exceed \$1,860,000 over a five year period (one base year and four one-year option periods).

(4) Capability or Performance

This product is available from DBT Online, Inc., Boca Raton, FL.

(51)

(5) <u>Pelivery or Performance-period Requirements</u>

The period of performance will be from the date of contract through one year with four one-year option periods.

- (6) Trade-offs
- (7) Risks

- (8) Acquisition Streamlining
- (b) Plan of Action
- (1) Sources

This action is being handled as a single award, sole source acquisition.

(2) Competition

A notice has been placed in the Commerce Business Daily in accordance with FAR Part 5 indicating our intention to negotiate on a sole source basis with DBT Online.

(3) Source Selection Procedures

Since this is going to be a sole source acquisition no source selection procedures are applicable other than cost and past history as required. We are going to follow the FAR guidelines as presented in Part 12, Acquisition of Commercial Items.

(4) Contracting Considerations

The requirements of this acquisition are sufficiently well defined to support a firm-fixed price contact.



(5) Budgeting and Funding

The budget estimate was arrived at by the requisitioning office based upon their experience in dealing with this sort of requirement.

(6) Product Descriptions

(7) Priorities, Allocations and Allotments

Not applicable

(8) Contractor vs. Government Performance

See number 6 above.

(9) <u>Inherently Governmental Functions</u>

Inherently governmental function is defined as a function that is so intimately related to the public interest as to mandate performance by Government employees. This includes activities that require either the exercise of discretion in applying Government authority or the making of value judgments in making decisions for the Government. Governmental functions normally fall into two categories: the act of governing, i.e., the discretionary exercise of Government authority and/or monetary transactions and entitlement. They involve, among other things, the interpretation and execution of the laws of the United States in a variety of areas. The services to be provided under this contract do not fall under the list of functions outlined in FAR 7.503(c). The clause, while not inclusive, lists a wide variety of functions considered to be inherently governmental in nature. We are not displacing government employees in awarding the conduct of these services to a private sector contractor.

(10) Management Information Requirements

Not applicable.

(11) Make or Buy

Not applicable

(12) Test and Evaluation

_ _____.

(13) Logistics Considerations

Not applicable

(14) Government Furnished Property

Not applicable.

(15) Government Furnished Information

Not applicable.

(16) Environmental and Energy Conservation Objectives

Not applicable.

(17) Security Considerations

The solicitation and any resultant contract will be/have been reviewed by the Bureaus Personnel Security Officer and the Program Manager for Information Systems Security prior to issuance and any recommended changes will be made.

(18) Other Considerations

Not applicable.

(54

(19) <u>Mi</u>	lestones for the Acquisition Cycle	
a.	Acquisition plan approval	11/09/99
b.	Statement of work approval	
c.	Completion of acquisition-package preparat	
d.	Purchase/action request receipt	. 1
e.	Issuance of synopsis	
f.	All bureau reviews completed	
g.	Issuance of solicitation	
h.	Proposal closing date	
ī.	Evaluation of proposal completed	
j.	Negotiations completed	
k.	Contract preparation, review and clearance	
ж.•	completed	
1.	Contract awarded	01/09/00
	Contract awarded	
Reviewed		
Keviewed	C.O.T.R.	Date
	C.O.I.R.	Date
	\bigcap	1 1
Approved	• .	11/2/199
Approved	Contracting Officer	Date
	Conceased of Figure 1	
	- ()	

BIDDER'S MAILING LIST FOR SOLICITATION NO. BATF 00-01

(1) Database Technologies, Inc. Attn:

4530 Blue Lake Drive Boca Raton, FL 33431



SECTION C - JNTRACT CLAUSES

C.1 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.gsa.gov

FAR NUMBER	TITLE	DATE
52.212-4	CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS	MAY 1999
52.217-8 52.232-33	OPTION TO EXTEND SERVICES PAYMENT BY ELECTRONIC FUNDSCENTRAL CONTRACTOR REGISTRATION	AUG 1989 MAY 1999

- C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 1999)
- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-3, Convict Labor (E.O. 11755); and
 - (2) 52.233-3, Protest After Award (31 U.S.C 3553).
- (b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- [X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- [] (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
 - [] (3) 52.219-4, Notice of Price Evaluation Preference for



HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its fer).

- [X] (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - [] (ii) Alternate I to 52.219-5.
 - [] (iii) Alternate II to 52.219-5.
- [X] (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- [] (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- [] (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- [] (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - [] (ii) Alternate I of **52.219-23**.
- [] (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
 - [X] (12) 52.222-26, Equal Opportunity (E.O. 11246).
- [X] (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- [X] (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- [X] (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
 - [X] (16) 52.225-3, Buy American Act. Supplies (41 U.S.C. 10).
- [] (17) 52.225-9, Buy American Act. Trade Agreements Act. Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
 - (18). [Reserved]

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- [] (19) 52.225-18, Turopean Union Sanctions for End Products (E.O. 12849).
- [] (20) 52.225-19, European Union Sanctions for Services (E.O. 12849).
- [] (21)(i) 52.225-21, Buy American Act. North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
 - [] (ii) Alternate I of 52.225-21.
- [] (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- [] (23) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).
 - [] (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- [] (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).-
- [] (26) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).
- (c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

- [] (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- [] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the



clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller neral of the United State, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
 - (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).



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SECTION E - LICITATION PROVISIONS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY E.1 REFERENCE (FEE 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.gsa.gov

FAR NUMBER TITLE DATE 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL JUN 1999

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999) E.2

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
 1. Compliance with SOW requirements
- Past Performance
- Price

Technical and past performance, when combined, are more important than price..

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding

contract without further action by either party. Before the offer's specified expiration time the Government may accept an offer (or part of an offer), whether or not there are negotial ons after its receipt, unless a written notice of withdrawal is received before award.

E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 1999)

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern means a small business concern that--

- (1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and
- (2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are



controlled by one or mor women.
(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M). (1) Taxpayer Identification Number (TIN).
[X] 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
[] Offeror is an agency or instrumentality of a foreign government;
[] Offeror is an agency or instrumentality of a Federal, state, or local government;
[] Other. State basis.
(2) Corporate Status.
[] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
Other corporate entity;
[] Not a corporate entity:
[] Sole proprietorship
[] Partnership
[] Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).
(3) Common Parent.
[] Offeror is not owned or controlled by a common parent.
Name and TIN of common parent:
Name DBT Online, Inc.
TIN-
(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.



- (1) Small business concern. The offeror represents as part of its offer that it $\{\ \}$ i. $\{x\}$ is not a small business concern.
- (2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [x] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [X] is not a women-owned small business concern.

Note: Complete paragraphs (c) (4) and (c) (5) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents that it [] is a women-owned business concern.
- (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

Bankaston

⁽⁶⁾ Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

⁽i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it [] is, [] is not an emerging small business.

⁽ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

⁽A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

⁽B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

- (7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)
 - (i) General. The offeror represents that either--
- (A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It [] has, [3] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c) (7) (i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint

venture. [The offeror shall enter the name of the small disadvantaged business co. ern that is participating in the joint venture:

- (iii) Address. The offeror represents that its address [X] is, [] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.
- (d) Representations required to implement provisions of Executive Order 11246--
- (1) Previous Contracts and Compliance. The offeror represents that--
- (i) It [] has, [X] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It [X] has, [] has not filed all required compliance
 reports.
 - (2) Affirmative Action Compliance. The offeror represents that --
- (i) It [X] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It [x] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
 - (f) Buy American Act -- Trade Agreements -- Balance of Payments



Program Certificate. (Ap ies only if FAR clause 52 225-9, Buy American Act--Trade Agre, ent--Balance of Payments logram, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2)	Excluded End Products:	
	Line item No.	Country of origin
•		
	(List as necessary)	
domestice country other erevaluation this excluded products not identique country applications "desidefined"	offers will be evaluated by giving end products, designated country end products, and Caribbean Basind products. In order to obtain the conference of excluded end product provision, offerors must identify and products that are designated, or Caribbean Basin country end end products, NAFTA country end end products, NAFTA country end end products. Offerors must certain the following in the following the country end products or NAFTA country end products. The offeror certifies that the gnated or NAFTA country end products or NAFTA country end products. Buy American the clause entitled Buy American end program:	y end products, NAFTA n country end products over hese preferences in the listed in paragraph (f)(2) y and certify below those d or NAFTA country end products. Products that are not be deemed designated products, or Caribbean Basin ify by inserting the owing: following supplies qualify ucts as those terms are ican ActTrade
***************************************	E - 7	



	(Insert line item number	(8)		
as " the Payπ	(ii) The offeror certi Caribbean Basin country clause entitled "Buy Ame ents Program":	fies that the end products" rican ActTra	following supplies qua as that term is define ade AgreementsBalance	alif ed i
				-
				-
	(Insert line item number	s)		
	(4) Offers will be evaluate	ated in accord	ance with FAR Part 25.	
Impl FAR Agre)(1) Buy American ActNo ementation ActBalance of clause 52.225-21, Buy Ame ement Implementation Act uded in this solicitation	of Payments Pr erican ActNo Balance of P	ogram. (Applies only i rth American Free Trad	f e
Amer Act- orig	(i) The offeror certification of the control of the certification of the	raph (g)(1)(ii ined in the cl Free Trade Ag gram," and tha to have been	reement Implementation t components of unknown	s a
	(ii) Excluded End Produ	icts:		
	Line item No.		Country of origin	

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of



each excluded end product listed in paragraph (b) of this provision, offerors must entify and certify below lose excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program":
(Insert line item numbers)
(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.
(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g) (1) (iii) for paragraph (g) (1) (iii) of this provision:
(g) (1) (iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.
The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program":
NAC.

E-9

A STREET

(Insert line item numbers)

- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--
- (1) The offeror and/or any of its principals [] are, [X] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2) [] Have, [X] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and [] are, [X] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

12/4/99

Signature of the officer or employee responsible for the offer and date.

E.4 52.217-3 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)

The Government will evaluate offers for award purposes by including only the price for the basic requirement; i.e., options will not be included in the evaluation for award purposes.

E.5 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:





January 5, 2000

Acquisition Division, Room 3290 Bureau of Alcohol, Tobacco and Firearms 650 Massachusetts Avenue, NW Washington DC 20091-1071

Dear

Reference is made to our telephone conversation yesterday when you requested a Best and Final Offer to the Request for Proposal of BATF 00-01.

Database Technologies, Inc. Response to the RFP contained our Best and Final Offer.

Based upon these facts, the response in our RFP is our Best and final Offer.

Sincerely,

Director of Law Enforcement Sales

DETERMINATION OF RESPONSIBILITY

Pursuant to FAR 9.103 an affirmative determination is hereby made that have determination is hereby made is responsible within the meaning of FAR 9.104, and that contract award should be exercised.

- The firm has adequate financial resources or the ability to obtain such resources as required during performance of the contract.
- The firm is able to comply with the required schedule for delivery.
- 3. The firm has a satisfactory record of performance.
- 4. The firm has a satisfactory record of integrity and business ethics.
- 5. The firm is otherwise qualified and eligible to receive award under applicable laws and regulations.
- 6. The firm has the necessary organization, experience, operational controls and technical skills or the ability to obtain them.
- 7. The firm is not on the Consolidated List of Persons or Firms Currently Debarred, Suspended and Ineligible Bidders.

12/13/99 date

Approved:

Contracting Officer



AMENDMENT OF	ICITATION/M	ODIFICATION	OF CO RACT	1. 60	NTRACT ID	CODE .	PAGE OF PAR
2. AMENEMENT MODIFICATION		FFECTIVE DATE	4. REQUISITION/PURG	HASE	REQ. NO.	S. PROJECT	NO. (If applicab
6. ISSUED BY		3/27/01	7. ADMINISTERED BY	111 -11	han dhan (dam d		
Department of Treasu Bureau of Alcohol, 1		rearms	Bureau of A Acquisition Washington,	lco &	hol, Tol	° coo∈ bacco & y Manag	
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CODE	FAC	LITY CODE			3/27/0		,
	11. THIS ITEM ON	NLY APPLIES TO	AMENDMENTS OF SC	LICI	TATIONS		
The above numbered solicitation tended.	n is amended as set fo	orth in Item 14. The ho	our and date specified for	receip	t of Offers	is extende	d. is not
	MODIFIES THE	S ONLY TO MODI CONTRACT/ORD TO: (Specify author)	···	FORT	I ITEM 14. TH IN ITEM 14	ARE MADE	
C. THIS SUPPLEMENTAL AG							
D. OTHER (Specify type of mo	dification and author	-(ty)					
X FAR 52.217-8 O			ces	-			
E. IMPORTANT: Contractor			s document and return				
(2) Provide \$384	is modificateriod of post,000 in fu	ation numbe erformance nding to co	r 1 is to from 3/27/01 over for serv	: th ice	rough 3 s rende	/27/02; red in	Option
							(45)
Except as provided herein, all terms a and effect.	nd conditions of the	document referenced					
15A, NAME AND TITLE OF SIGNE	R (Type or print)		16A. NAME AND TITLE	OF C	ONTRACTING	OFFICER (Type or print)
158. CONTRACTOR/OFFEROR		ISC. DATE SIGNED	168 UNITED STATES O	OF A	ERICA		16C DATE SIGN
(Signature of person outho	rized to sign)		BY Bigneture	or con	tracting Office	r)	FEB 1 2 20
							

30-105

AMENDMENT	COF TOLICITATION	MODIFICATION	OF.CONTRACT	1. C	ONTRACT ID CODE	1 2
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epartment of ureau of Alco ashington, Do	ohol, Tobacco	&Firearms		&	hol, Tobacco Property Mar	
B. NAME AND ADDRE	SS OF CONTRACTOR (No.	, street, county, State and	I ZIP Code)	8	SA. AMENDMENT OF	SOLICITATION NO.
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Восс	a Racon, II 5	242‡			10A. MODIFICATION	OF CONTRACT/ORD
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					108. DATED (BEE ITE	M (3)
CODE		FACILITY CODE			3/27/00	
	11. THIS ITE		AMENDMENTS OF SC	LIC	ITATIONS	· ·
(a) By completing items submitted; or (c) By sec MENT TO BE RECEIVE	e receipt of this amendment 8 and 15, and returning perate letter or telegram whi ED AT THE PLACE DESIGN DUR OFFER, If by virtue o	copies of the amend ich includes a reference to NATED FOR THE RECEI	dment; (b) By acknowledge the solicitation and amenda IPT OF OFFERS PRIOR TO	ng rem	ceipt of this amendment numbers. FAHLURE OF E HOUR AND DATE SP	on each copy of the of YOUR ACKNOWLED ECIFIED MAY RESU
leases manufaled acab act-		an an aba antialasatan and	this amondment and is made	ived	prior to the opening hou	r and date specified.
12. ACCOUNTING AND	DAPPROPRIATION DATA	(If required) \$398,400 (I	Document No.		₹)	
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	ORDER IS ISSUED PURSUEN NO. IN ITEM 10A. UMBERED CONTRACT/OI	JANT TO: (Specify suth		FOR	TH IN ITEM 14 ARE M	
	ele, ele.) set forth in it iental agreement is e				103(b).	
x FAR 52.217	y type of modification and a -8 Option to Exte	end Services		-		
E IMPORTANT: Co	entractor is not.	is required to sign t	his document and return	1	copies to the i	ssuing office.
	AMENDMENT/MODIFICAT	•	section headings, including a	olid	tation/contract subject m	atter where feasible.)
The purpose	of this modif	fication numb	er two is to	ex	cplained on pag	e 2.
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Except as provided here	in, all terms and conditions o	of the document reference	d in Item SA or 10A, as her	etofo	ore changed, remains uncl	langed and in full forc
and effect. 15A, NAME AND TITL	E OF SIGNER (Type or pris	(t)	16A. NAME AND TITLE	OF	CONTRACTING OFFIC	ER (Type or print)
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158. CONTRACTOR/O	FFEROR	15C. DATE SIGNE	DISB. UNITED STATES	JF A	MERICA	16C DATE SIGN
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(Salvetma of	PERFOR TELEVISION LAND TO SIGN!			~	7	DILO I O LOOK

Contract No. Tatf 00-099 Modification No. 2 Page 2 of 2

The purpose of this modification number 2 is to:

- (1) Extend the period of performance from 3/27/02 through 3/27/03 and
- (2) Provide \$398,400 in funding to cover for services required in Option Year Two. This action changes the dollar value of the contract to date from \$756,000 to \$1,154,400. The contract's ceiling is \$1,994,400.

THE CONTRACTOR IS TO REFERENCE TRACKING NUMBER AT010009/0001 WHEN SUBMITTING INVOICES. FAILURE TO PROVIDE THIS NUMBER COULD HAVE AN ADVERSE EFFECT ON THE PAYMENT PROCESS.

4		DER FOR S	SUPPLIES OR SER	RVICES)				PAGE	0	1	
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		<u> </u>	SUPPLEMENT			ON		PAGE NO.	2 of 4		
If desired, ti	his order (or a copy thereof) ma	ay be used by the Contr	ractor as the	Contractor's	s invoice, instead of a s	eparate invoice,				
provided the	e following No other i	statement, (signed a	and dated) is on (or atta tted." However, if the C	ached to) the	order: "Payı	ment is requested in the	e amount of				
must be pro	vided; cor	ntract number (if any)), order number, item nu	umber(s), de	snes to subn	mit an invoice, the follow	ving information				
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exceed \$10	ceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to										
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OPTIONAL FORM 347 (REV. 6/95) BACK

ORDER FOR SUPPLIES OR SERVI **SCHEDULE - CONTINUATION**

PAGE NO. 3 of 4

IMPORTANT: Mark all packages and papers with contract and/or order numbers. DATE OF ORDER CONTRACT NO. ORDER NO. 12/12/2001 ATT010009/0001 SUPPLIES OR QUANTITY UNIT QUANTITY ITEM NO. **SERVICES** ORDERED UNIT PRICE ACCEPTED **AMOUNT** (b) (a) (c) (d) (e) (g) (f) MODIFICATION This Order (reference block 3) is hereby modified to reflect the following 398,400.00 0.00 398,400.000 0001 iot Change in Extended Description, Performance Period, Unit Price Extended Description.

The purpose of this action is to provide funding for services to be rendered during Option Year Two of the contract covering the period from March 27, 2002 through March 27, 2003. The \$398,400 obligated by this action changes the dollar value of this contract, Tatf 00-09, from \$756,000 to \$1,154,400 with a contract ceiling of \$1,994,400. The effective date of this action is March 27, 2002. Delivery Date 03/27/2002 Start Date End Date 03/27/2002 03/27/2003 398,400.00

Contract Level	Pocument Number		
Funding Summary	,		Page
g cummary		Intel-Database Technology	4 of 4

Funding Strip Code

Change in Funded Amount \$398,400.00

Reference Requisition: 2-

AMENDMENT OF	LICITATION	/MODIFICATION	OF CO 'RACT	1.6	ONTRACT ID	CODE	PAGE	OF PAGE
2. AMENEMENT MODIFICATIO	,	3. EFFECTIVE DATE	4. REQUISITION/PURC	HAS	E REQ. NO.	S. PROJECT	NO. (I)	I -
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Offers must acknowledge receipt of	this amendment	prior to the hour and date:	specified in the solicitation	0 8	s amended, by	one of the folk	o wi ng me	thods:
(a) By completing items 8 and 15, a	and returning	copies of the amendr	nent: (b) By acknowledgin	na rec	seiot of this ame	endment on ea	ch cooy o	of the offe
submitted; or (c) By separate lette MENT TO BE RECEIVED AT THE	r or telegram whic	ch includes a reference to t	he solicitation and amendr	nent	numbers, FAIL	URE OF YOL	JR ACKN	IOWLEDG
IN REJECTION OF YOUR OFFE	R. If by virtue of	this amendment you desir	e to change an offer alread	y sut	omitted, such ch	nange may be	made by	telegram or
letter, provided each telegram or let 12. ACCOUNTING AND APPROPE			his amendment, and is rece	ived	prior to the ope	ning hour and	dete spec	affied.
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C. THIS SUPPLEMENTAL A								
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X FAR 52.217-8	Option to	Extend Servi	ces					
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OPTIONAL FORM 347 (REV. 6/95) BACK



ORDER FOR SUPPLIES OR SERVICE SCHEDULE - CONTINUATION

PAGE NO. 3 of 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers. DATE OF ORDER CONTRACT NO. ORDER NO. 02/12/2001 Tatf0009 ATT010009 QUANTITY UNIT **AMOUNT** QUANTITY ITEM NO. SUPPLIES OR SERVICES ORDERED UNIT PRICE ACCEPTED (d) (c) (e) (a) (g) (Includes Disc) 0001 Delivery Date Start Date End Date 1.00 384,000.00 lot 384,000.000 03/27/2002 03/27/2001 03/27/2002 Extended Description: The purpose of this action is to provide funding for services to be rendered during Option Year One of the contract covering the period from March 27, 2001 through March 27, 2002. The \$384,000 obligated by this action changes the dollar value of this contract, Tatf 00-09, from \$372,000 to \$756,000 with a contract ceiling of \$1,994,400. The effective date of this action is March 27, 2001.

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17h)

384,000.00

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ORDER FOR SUPPLIES OR SERVICE SCHEDULE - CONTINUATION

PAGE NO. 3 of 3

ITEM NO. SUPPLIES OR SERVICES ORDERED UNIT PRICE (a) (c) (d) (e)	OUNT (f) ACCE (g) (g) (g) (g) (g) (g) (g) (g) (g) (g)	ANTITY EPTED (g)
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DEPARTMENT OF THE TREASURY BUREAU OF ALCOHOL, TOBACCO AND FIREARMS WASHINGTON, DC 20226

NOV 5 2001

Ms.
Assistant Director, BBS
Department of Justice
Telecommunications Services Staff, IRM, JMD
500 First Street, NW, Suite 430
Washington, DC 20530

Dear Ms.

Enclosed is the FY 2002 reimbursable agreement between the Bureau of Alcohol, Tobacco and Firearms (ATF) and the Department of Justice (DOJ). In this agreement, ATF agrees to reimburse DOJ in an amount not to exceed \$162,864 for the use of their Justice Telecommunications System to access CDB Infotek database subscriptions.

Bureau of Alcohol, Tobacco and Firearms Financial Management Division Budget Branch, Room 4220, Attn: P.O. Box 51071 Washington, DC 20091-1071

When billing ATF, please refer to agreement number 02-140-P and the accounting line provided in the enclosed agreement. If you have any questions concerning this agreement, please contact of my staff on (202) 927-

Sincerely,

Chief, Budget Execution Section

U.S. Department of Justice Reimbursement Agreement Between Agencies

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	Ken	nbursement Agre	ement Between Age	ncies		
			Parties to the Agreement:			
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r				ner Contact	rnone	
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Г		Phone (202) 51-	4- Chie	f, Intelligen	ce Division	
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When intrafund billing data are manually submitted to the billing office, the Provider Intrafund Data block on the reverse side must be completed by the provider of the goods or service.

Edward A. Mover, Assistant Director

Assistant Director (Mgmt) CFO



U.S. Department of Justice

Justice Management Division

Systems Technology Staff

Washington, D.C. 20530

October 9, 2001

Bureau of Alchohol, Tobacco & Firearms 650 Massachusetts Ave, NW, Room 700 Washington, DC 20226

Dear

Please find enclosed a Reimbursement Agreement (RA) to establish the FY2002 funding for the public records access required by your organization from ChoicePoint. Effective October 1, contract administration and program management of the ChoicePoint (formerly CDB Infotek) service has been shifted to my office, consolidating it with an existing program that includes contracts with West Group and LexisNexis. Please complete and return the RA by November 15, 2001 to the following address:

DOJ/JMD/STS/Contracts Management Service 500 First St, NW, Suite 300 Washington DC 20530

91)

If you have any questions please contact the Contracting Officer's Technical Representative (COTR) on (202) 514- rat the Contracting Officer's Technical Alternatively, you may contact rogram Manager on (202) 514-4 or at

Thank you for your attention to this matter.

Sincerely.

Assistant Director

Enclosure

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ATF F 1900.26 () PREVIOUS EDITIONS ARE OBSOLETE.

BUREAU OF AL	COHOL, TOBA	E TREASURY CCO AND FIREAR GREEMENT	MS		
Authority: Section 601 of the Economy Act of 1932, as amended (31 U.S.) Note: This agreement may be amended with the mutual consent of both p	C. 1535). Instruc		one signed copy to t	he Budget Officer He	adquarters AT
1. AGREEMENT NUMBER 01-140-P 2. DATE 26-Jun-00	3. TO:	, JMO 4-			
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1. AGREEMENT NUMBER 00-140 -P Amendment #1	3. TO: U.S. DEPARTMENT OF JUSTICE Telecomunications Services Staff.								
2. DATE 28-Jul-00	500 First POC Nam POC Pho	ie:	30. Washington, DC , EPS 514	20530					
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ATF F 1900.28 () PREVIOUS EDITIONS ARE OBSOLETE.

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DEPARTMENT OF THE TREASURY BUREAU OF ALCOHOL, TOBACCO AND FIREARMS WASHINGTON, DC 20226

AUG 2 2 2000

Ms.
Assistant Director, BBS
Department of Justice
Telecommunications Services Staff, IRM, JMD
500 First Street, NW, Suite 430
Washington, DC 20530

Dear Ms. 3

Enclosed is a signed FY 2001 reimbursable agreement between the Bureau of Alcohol, Tobacco and Firearms (ATF) and the Department of Justice (DOJ). In this agreement, ATF agrees to reimburse DOJ for the use of their Justice Telecommunications System to access CDB Infotek database subscription in an amount not to exceed \$168,480. The funding is subject to enactment of the FY 2001 Treasury, Postal Service, and General Government Appropriations.

Please complete blocks 16A - 16D of this agreement and return the original to the following address:

Bureau of Alcohol, Tobacco and Firearms Financial Management Division Budget Branch, Room 4220 P.O. Box 51071 Washington, DC 20091-1071

If you have any questions, please contact of my staff at ... atf.treas.gov.

Sincerely,

Budget Officer

Enclosures



DEPARTMENT OF THE TREASURY
BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
DEMANUSCACIE ACCEPTENT

	•	ACCO AND FIREARMS					
Authority: Section 601 of the Economy Act of 1932, as amended (31 U.S.C. 1 Note: This agreement may be amended with the mutual consent of both particles.	535). Instru	AGREEMENT or or or or or or or or or or or or or	ne signed copy to t	he Budget Officer Hea	adquarters ATF.		
1. AGREEMENT NUMBER 01-140-P 2. DATE 26-Jun-00	3. TO: Department of Justice Telecommunications Services Staff, IRM, JMD 500 First Street, NW, Suite 430 Washington, DC 20530 POC: EPS (202) 514-						
4. RESPONSIBLE ATF ORGANIZATION UNIT Chief, Intelligence Division	,	Director: Field O	//	ting EAFO			
5. OPACSF 1080Other Billing Arrangements	6. DCN	11. BUDORG	7. BFY 2001 12. PROJECT	8. FUND TYPE 12 A. SYSTEM/TRN	9. BOC 		
Monthly Quarterly	13. ITEM	AMOUNT 168,480.00					
The Bureau of Alcohol, Tobacco and Firearms (ATF) agrees to reon charges for TSS provided access to public information databation itomer will be billed 14,040 per month. ATF POC: 202-927- Budget - 202-927- The funding is subject to enactment of the Government Appropriations.	se (CDB I	nfotek. 001 Treasury, P	Postal Servic		al		
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