



U.S. Department of Justice  
Justice Management Division  
*Systems Technology Staff*

#47

Washington, D.C. 20530

February 9, 2001

To: Broadine M. Brown  
Assistant Director, Management and Budget  
U.S. Marshals (Investigative Services)  
[REDACTED]

From: Edward A. Mayer  
Assistant Director, Systems Technology Staff  
Justice Management Division

Subject: FY2001 Reimbursement Agreement for RCN 1142

Enclosed is the Reimbursement Agreement (RA) for Fiscal Year 2001 for automated research services (ARS), as provided by West and/or Lexis/Nexis. Please complete and return the RA by February 28, 2001 to this address:

[REDACTED]  
500 First St, Suite 300  
Washington DC 20530

The RA estimated cost includes, as appropriate to your organization, fixed fees (flat or per user) and/or estimates for services that are charged on an hourly or transaction basis. For West, the flat rate amount is based on the proportion of the total Departmental usage recorded by your organization in FY2000 under the new contract with West that began in February 2000. The estimates are based on actual usage for the last quarter of FY2000. The RA estimated cost includes the STS contract administration fee of 4%. If you have any questions please contact [REDACTED]

Below is an itemization of the projected FY 2001 costs.

Lexis/Nexis per user	\$6,048
<b>Vendor Total:</b>	<b>\$6,048</b>
<b>STS Fee:</b>	<b>\$242</b>
<b>RA Amount:</b>	<b>\$6,290</b>



U.S. Department of Justice  
Justice Management Division  
*Systems Technology Staff*

Washington, D.C. 20530

February 8, 2001

**To:** COPY FOR [REDACTED] 600 Army-Navy Drive  
ORIGINAL SENT TO Broadine M. Brown, Assistant Director, Management  
U.S. Marshals (Investigative Services)

**From:** Edward A. Moyer  
Assistant Director, Systems Technology Staff  
Justice Management Division

**Subject:** FY2001 Reimbursement Agreement for RCN 1142

Enclosed is the Reimbursement Agreement (RA) for Fiscal Year 2001 for automated research services (ARS), as provided by West and/or Lexis/Nexis. Please complete and return the RA by February 28, 2001 to this address:

[REDACTED]  
500 First St, Suite 300  
Washington DC 20530

The RA estimated cost includes, as appropriate to your organization, fixed fees (flat or per user) and/or estimates for services that are charged on an hourly or transaction basis. For West, the flat rate amount is based on the proportion of the total Departmental usage recorded by your organization in FY2000 under the new contract with West that began in February 2000. The estimates are based on actual usage for the last quarter of FY2000. The RA estimated cost includes the STS contract administration fee of 4%. If you have any questions please contact [REDACTED]

Below is an itemization of the projected FY 2001 costs.

Lexis/Nexis per user	\$6,048
<b>Vendor Total:</b>	<b>\$6,048</b>
<b>STS Fee:</b>	<b>\$242</b>
<b>RA Amount:</b>	<b>\$6,290</b>

**U.S. Department of Justice  
Reimbursement Agreement Between Agencies**

Bar Code
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**Parties to the Agreement:**

<b>Provider Agency *</b>			<b>Customer Agency</b>		
Provider Cost Center IT0940100704	RCN 1142	RCN Description Automated Research Services	Customer Contact	Phone	
Provider Contact [REDACTED]		Phone [REDACTED]		[REDACTED]	
Customer Number [REDACTED]		Customer Alias			
Provider Name DOJ / JMD / STS / Contracts Management Service			Customer Name (If billing address is different, specify on reverse side) U.S. Marshals (Investigative Services)		
Address 500 First Street, N.W. Suite 300			Address		
City Washington			State D.C.	Zip 20530	

**Duration:**  
This agreement shall become effective on October 1, 2000 and shall continue through September 30, 2001

**Provide the Following Services or Goods:**

*Brief explanation of work or services to be performed and basis for determining cost:*  
For access to automated databases, e.g., Westlaw, Lexis-Nexis, including related training, software, documentation and other support.

Billings will be based, as applicable to the customer organization, on fixed fees (flat or per user) and the actual cost of services for which commercial sources charge hourly or transaction rates. For services included in the fixed fee terms of the CALR2 contract with West, the amount to be billed has been derived from the proportion of total DOJ usage recorded by the customer organization since the inception of the contract in February 2000. A WCF administrative fee of four percent will also be applied to the direct costs applicable to the customer organization.

Estimated Amount
\$6,290

*(Attach additional sheet for continuation of explanation, if necessary.)*

**Customer Financing:**

*(Customer agency will indicate accounting data to be charged by completing applicable blocks. Federal agencies will be billed by OPAC except for billings among the OBDs and USMS, billings within an organization, and billings to the Department of Defense.)*

Agency Location Code	Appropriation Symbol	Cost Center	YRegDoc	Obl Month	Obl SOC	Pay SOC

Other Accounting Information *(Where applicable, multiple Obligation Month and SOC data should be identified in this block. Customers not using the FMIS may use this block to describe unique data required for their accounting system.)*

**Approvals:**

*(See reverse side of form.)*

<b>Approved for Provider Office:</b>		<b>Approved for Customer Office:</b>	
Organization JMD/IRM/STS/Contracts Management Service		Organization	
Signature [REDACTED]		Signature	
Title Edward A. Moyer, Assistant Director		Title	

\* 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.



U.S. Department of Justice  
Justice Management Division  
*Systems Technology Staff*

Washington, D.C. 20530

October 11, 2001

To: Broadine M. Brown  
Assistant Director, Management and Budget  
U.S. Marshals (Investigative Services)  
[Redacted]

From: Edward A. Moyer  
Assistant Director  
Contracts Management Service

Subject: FY2002 Reimbursement Agreement for RCN 2142

Enclosed is the Reimbursement Agreement (RA) for Fiscal Year 2002 for automated research services (ARS), as provided by West and/or Lexis/Nexis. Please complete and return the RA by November 15, 2001 to this address:

[Redacted]  
500 First St, Suite 300  
Washington DC 20530

The RA estimated cost includes, as appropriate to your organization, fixed fees (flat or per user) and/or estimates for services that are charged on an hourly or transactional basis. For West, the flat rate amount is based on the proportion of the total Departmental usage recorded by your organization in FY2001. The estimates for Lexis/Nexis are based on actual usage in FY2001. The RA estimated cost includes the STS contract administration fee of 4%. If you have any questions please contact [Redacted]

Below is an itemization of the projected FY 2002 costs.

Lexis/Nexis per user	\$7,560
Vendor Total:	\$7,560
STS Fee:	\$302
RA Amount:	\$7,862

**Systems Technology Staff - Contracts Management Service**

**Automated Legal Research Billing Advice FY  
2001 Third Quarter**

**142 U.S. Marshals (Investigative Services)**

Apr 2001

AcctNum	Service Description	Vendor Charge
103B3H	Lexis/Nexis per user	\$567.00
TOTAL Apr 2001		\$567.00

May 2001

AcctNum	Service Description	Vendor Charge
103B3H	Lexis/Nexis per user	\$567.00
TOTAL May 2001		\$567.00

Jun 2001

AcctNum	Service Description	Vendor Charge
103B3H	Lexis/Nexis per user	\$567.00
TOTAL Jun 2001		\$567.00

Vendor Total for U.S. Marshals (Investigative Services) \$1,701.00

STS Fee: \$68.04 TOTAL: \$1,769.04



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- To be able to connect successfully  
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1-800-543-6862 or 1-937-859-5398**



**Systems Technology Staff - Contracts Management Service**

**Automated Legal Research Billing Advice  
FY 2001 Second Quarter**

**142 U.S. Marshals (Investigative Services)**

Jan 2001

<b>AcctNum</b>	<b>Service Description</b>	<b>Vendor Charge</b>
103B3H	Lexis/Nexis per user	\$504.00
<b>TOTAL Jan 2001</b>		<b>\$504.00</b>

Feb 2001

<b>AcctNum</b>	<b>Service Description</b>	<b>Vendor Charge</b>
103B3H	Lexis/Nexis per user	\$504.00
<b>TOTAL Feb 2001</b>		<b>\$504.00</b>

Mar 2001

<b>AcctNum</b>	<b>Service Description</b>	<b>Vendor Charge</b>
103B3H	Lexis/Nexis per user	\$567.00
<b>TOTAL Mar 2001</b>		<b>\$567.00</b>

**Vendor Total for U.S. Marshals (Investigative Services) \$1,575.00**

**STS Fee: \$63.00 TOTAL: \$1,638.00**

**Systems Technology Staff - Contracts Management Service**

**Automated Legal Research Billing Advice  
FY 2001 First Quarter**

**142 U.S. Marshals (Investigative Services)**

Oct 2000

<b>AcctNum</b>	<b>Service Description</b>	<b>Vendor Charge</b>
103B3H	Lexis/Nexis per user	\$504.00
<b>TOTAL Oct 2000</b>		<b>\$504.00</b>

Nov 2000

<b>AcctNum</b>	<b>Service Description</b>	<b>Vendor Charge</b>
103B3H	Lexis/Nexis per user	\$504.00
<b>TOTAL Nov 2000</b>		<b>\$504.00</b>

Dec 2000

<b>AcctNum</b>	<b>Service Description</b>	<b>Vendor Charge</b>
103B3H	Lexis/Nexis per user	\$504.00
<b>TOTAL Dec 2000</b>		<b>\$504.00</b>

**Vendor Total for U.S. Marshals (Investigative Services) \$1,512.00**

**STS Fee: \$60.48 TOTAL: \$1,572.48**



**Systems Technology Staff - Contracts Management Service**

**Automated Legal Research Billing Advice  
FY 2000 - Fourth Quarter Final Bill**

**U.S. Marshals (Investigative Services)**

RCN: 0142 Customer Number: -18180001-1

**July 2000**

Service	Account	Usage	STS Fee	Total
Lexis/Nexis	103B3H	\$630.00		
<b>Total for July 2000</b>		<b>\$630.00</b>	<b>\$25.20</b>	<b>\$655.20</b>

**August 2000**

Service	Account	Usage	STS Fee	Total
Lexis/Nexis	103B3H	\$630.00		
<b>Total for August 2000</b>		<b>\$630.00</b>	<b>\$25.20</b>	<b>\$655.20</b>

**September 2000**

Service	Account	Usage	STS Fee	Total
Lexis/Nexis	103B3H	\$540.00		
<b>Total for September 2000</b>		<b>\$540.00</b>	<b>\$21.60</b>	<b>\$561.60</b>

	Usage	STS Fee	Total
<b>Total for FY2000 Final Bill</b>	<b>\$1,800.00</b>	<b>\$72.00</b>	<b>\$1,872.00</b>

For additional information, call 

**Systems Technology Staff  
Contracts Management Service**

**Billing Advice  
Second Quarter FY 2000**

Customer Name: U.S. Marshals (Investigative Services)

Customer Number: 5500203

RCN: 00142

Service	Account No.	January Charges	February Charges	March Charges	2nd Quarter Charges
Westlaw .....	...	\$0.00	\$0.00	\$0.00	\$0.00
BNA .....	...	\$0.00	\$0.00	\$0.00	0.00
Dialog .....	...	\$0.00	\$0.00	\$0.00	0.00
Lexis/Nexis .....	103B3H	1,000.00	1,000.00	1,000.00	3,000.00
Information America .	...	...	...	...	...
STS Administrative Charges .....	N/A	40.00	40.00	40.00	120.00
<b>Total .....</b>		<b>\$1,040.00</b>	<b>\$1,040.00</b>	<b>\$1,040.00</b>	<b>\$3,120.00</b>

For additional information, call XXXXXXXXXXXX

Systems Technology Staff  
FY 2000 Automated Research Projection

Customer : U.S. Marshals Service (Invest. Serv.)  
RCN: 00142

<u>Period</u>	<u>Amount</u>
First Quarter .....	3,120.00
Second Quarter .....	3,120.00
Third Quarter .....	2,350.40
Fourth Quarter (projected) .....	<u>2,350.40</u>
Total FY2000 (projected) .....	10,940.80
RA Amount .....	<u>12,480.00</u>
Difference .....	1,539.20

Systems Technology Staff  
FY 2000 Automated Research Estimate

Customer : U.S. Marshals Service (Invest. Serv.)  
RCN: 00142

<u>SERVICE</u>	<u>AMOUNT</u>
Lexis/Nexis .....	12,000.00
Westlaw .....	0.00
BNA .....	0.00
Dialog .....	0.00
Information America (Oct-Jan) .....	0.00
Subtotal .....	12,000.00
Administrative Fee (4%) .....	480.00
TOTAL .....	\$12,480.00

NOTE: The charge for Westlaw is a flat-rate fee allocated according to FY 1999 Westlaw usage. Billing for BNA, Dialog, Lexis/Nexis and other services will be for actual usage as invoiced by service providers in FY 2000.

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- You may e-mail your software request to  
[service.administration@lexis-nexis.com](mailto:service.administration@lexis-nexis.com).

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call Customer Service, 24 hours a day, 7 days a week at  
**1-800-543-6862**. (Outside the U.S.: **1-937-859-5398**.)

**U.S. Department of Justice  
Reimbursement Agreement Between Agencies**

Bar Code

**Parties to the Agreement:**

<b>Provider Agency *</b>			<b>Customer Agency</b>		
Provider Cost Center 8T09401007	RCN 81144	RCN Description Automated Research Services	Customer Contact	Phone	
Provider Contact		Phone			
Customer Number		Customer Alias			
Provider Name DOJ/JMD/IRM/STS/Contracts Management Service			Customer Name (If billing address is different, specify on reverse side) U.S. Marshals (Investigative Services)		
Address 500 First Street, Suite 300			Address 600 Army Navy Drive		
			Crystal Square 3, Suite 600		
City Washington	State D.C.	Zip 20530	City Arlington	State VA.	Zip 22202

**Duration:**  
This agreement shall become effective on October 1, 1997 and shall continue through September 30, 1998

**Provide the Following Services or Goods:**

*Brief explanation of work or services to be performed and basis for determining cost:*

Access to automated databases, including related training, software, documentation, and other support services.

The charge for Westlaw is a flat-rate fee based on a pro rata share of DOJ Westlaw usage in FY 1997. Billing for BNA, Dialog, Lexis/Nexis and other services will be for actual usage in FY 1998. A contract administration fee of 4 % for these services is included.

Estimated Amount

\$ \$10,700

*Attach additional sheet for continuation of explanation, if necessary.)*

**Customer Financing:**

*Customer agency will indicate accounting data to be charged by completing applicable blocks. Federal agencies will be billed by OPAC, except for billings among the OBDs and USMS, billings within an organization, and billings to the Department of Defense.)*

Agency Location Code	Appropriation Symbol	Cost Center	YRegDoc	Obl Month	Obl SOC	Pay SOC
15180001	15X0324A	19980324A	ISAS	9804	2533	2533
		H6005BAS0000	19980009			

*Other Accounting Information (Where applicable, multiple Obligation Month and SOC data should be identified in this block. Customers not using the FMIS may use this block to describe unique data required for their accounting system.)*

**Approvals:**

*(See reverse side of form.)*

<b>Approved for Provider Office:</b>	<b>Approved for Customer Office:</b>
Organization DOJ/JMD/IRM/STS/Contracts Management Service	Organization U.S. Dept of Justice, U.S. Marshals Service
Signature [Redacted]	Signature [Redacted] 4/16/98
Title Jim Gallagher, Assistant Director	Title Gary E. Mead, Assistant Director Management and Budget

*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.*



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- You may e-mail your software request to  
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call Customer Service, 24 hours a day, 7 days a week at  
**1-800-543-6862**. (Outside the U.S.: 1-937-859-5398.)



Systems Technology Staff  
FY98 Automated Research Estimate

Customer : U.S. Marshals Service (Invest. Serv.)  
RCN: 81144

<u>SERVICE</u>	<u>AMOUNT</u>
Lexis/Nexis .....	\$ 10,272.00
Westlaw .....	0.00
BNA .....	0.00
Dialog .....	0.00
Information America .....	0.00
Subtotal .....	\$ 10,272.00
Administrative Fee (4%) .....	\$ 410.88
<b>TOTAL</b> .....	<b>\$ 10,682.88</b>

NOTE: The charge for Westlaw is a flat-rate fee allocated according to FY 1997 Westlaw usage. Billing for BNA, Dialog, Lexis/Nexis and other services will be for actual usage as invoiced by service providers in FY 1998.

**Systems Technology Staff  
Contracts Management Service**

**Billing Advice  
First Quarter FY 1998**

Customer Name: U.S. Marshals (Investigative Services)

Customer Number: 5500203

RCN: 81144

*charged in error*

Service	Account No.	October Charges	November Charges	December Charges	1st Quarter Charges
Westlaw .....	593-013-300	\$0.00	\$0.00	\$0.00	\$0.00
BNA .....	593-013-300	0.00	<del>51.00</del>	<del>400.00</del>	<del>451.00</del>
Dialog .....	...	0.00	0.00	0.00	0.00
Lexis/Nexis .....	103B3H	531.37	551.76	810.66	1,893.79
Information America	...	...	...	...	...
STS Administrative Charges .....	N/A	21.25	24.11	36.43	81.79
<b>Total .....</b>		<b>\$552.62</b>	<b>\$626.87</b>	<b>\$947.09</b>	<b>\$2,126.58</b>

For additional information, call [REDACTED]

**U.S. Department of Justice  
Reimbursement Agreement Between Agencies**

<b>Provider Agency *</b>			<b>Customer Agency</b>		
Provider Cost Center TT09401007	RCN 71125	RCN Description Automated Legal Research	Customer Contact	Phone	
Provider Contact		Phone	[REDACTED]		
Customer Number	Customer Alias				
Provider Name DOJ/JMD/IRM/STS/Contracts Management Service			Customer Name (If billing address is different, specify on reverse side) U.S. Marshals Service (Investigative Services)		
Address Rm 6237 Main Justice Building			Address		
10th Street and Constitution Ave., N.W.					
City Washington	State D.C.	Zip 20530	City	State	Zip

This agreement shall become effective on October 1, 1996 and shall continue through September 30, 1997

*Brief explanation of work or services to be performed and basis for determining cost:*

Access to automated legal databases, including related training, software, documentation, and other support services.

The charge for Westlaw is a flat-rate fee based on a pro rata share of DOJ Westlaw usage in FY 1996. Billing for BNA, Dialog, Lexis/Nexis and other services will be for actual usage in FY 1997. A contract administration fee of 5% for these services is included.

Estimated Amount	\$ 51,416
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(Attach additional sheet for continuation of explanation, if necessary.)

(Customer agency will indicate accounting data to be charged by completing applicable blocks. Federal agencies will be billed by OPAC, except for billings among the OBDs and USMS, billings within an organization, and billings to the Department of Defense.)

Agency Location Code	Appropriation Symbol	Cost Center	YRegDoc	Obl Month	Obl SOC	Pay SOC
15-01-0004	1570324	<del>71125</del>	7-01-630	9610	2599	2599

Other Accounting Information (Where applicable, multiple Obligation Month and SOC data should be identified in this block. Customers not using the FMIS may use this block to describe unique data required for their accounting system.)

(See reverse side of form.)

<b>Approved for Provider Office:</b>	<b>Approved for Customer Office:</b>
Organization DOJ/JMD/IRM/STS/Contracts Management Service	Organization U.S. Department of Justice U.S. Marshals Service, Management & Budget Div.
Signature [REDACTED]	Sig [REDACTED]
Title Edward A. Moyer, Assistant Director	Title Gary E. Mead, Assistant Director for M&B

\* 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.

12/12/96: ORIGINAL MAILED to [REDACTED] (Rm 6248)  
COPY TO [REDACTED]



U.S. Department of Justice  
United States Marshals Service

Arlington, VA 22202-4210

October 24, 2001

CDB Infotek Intelligent Information  
8330 Boone Blvd., Suite 850  
Vienna, VA. 22182

RE: Contract MS-99-C-0031  
Locator Services

Dear Mr. Rubley:

Enclosed is a signed executed copy of Modification #M009 for your records. #M009 exercises Option Year Three for the period November 1, 2001 through October 31, 2002.

If you have any questions do not hesitate to contact me at  
[REDACTED] fax: (202) 353-1420.

Sincerely,

[REDACTED]  
Corlis M. Lawrence  
Contracting Officer

cc: [REDACTED]

Enclosure

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. <b>MO09</b>		3. EFFECTIVE DATE <b>11/01/01</b>	4. REQUISITION/PURCHASE REQ. NO. <b>2002-ASU-0001</b>	5. PROJECT NO. (IF APPL)
6. ISSUED BY U.S. Marshals Service 600 Army Navy Drive CSIII, Suite 409 Arlington, VA. 22202-4210		CODE	7. ADMINISTERED BY	(IF OTHER THAN ITEM 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  <b>CDB Infortek 8330 Boone Blvd. Vienna, Va. 22182</b>		9a. AMENDMENT OF SOLICITATION NO.
POC: Mr. Steve Rubley		9b. DATED (SEE ITEM 11)
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. <b>X MS-99-C-0031</b>
FACILITY CODE		10B. DATED (SEE ITEM 13) <b>1/28/99</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If Required)  
 20020324AH6002ANALYTIF; OC: 2533 \$ 816,000.00 **DCN-USMS-02-0564**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES such as paying office, appropriation data, etc.)	SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
<b>X</b>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	<b>Addendum A, Terms &amp; Clauses, Clause #A2 entitled "Option to Increase Term of the Contract"</b>
<input type="checkbox"/>	D. OTHER (Specify Type of modification and authority)	

IMPORTANT: Contractor  is not  is required to sign this document and return 2 copies to the issuing office

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

purpose of this modification is to exercise Option Year Three under contract number MS-99-C-0031.


This modification extends the period of performance from November 1, 2001 through October 31, 2002.

This modification obligates \$816,000.00 ( under this firm fixed price contract).

All other terms and conditions remain unchanged.

ending the availability of FY 2002 funding.

and herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force

TITLE OF SIGNER (TYPE OR PRINT)		16A. NAME AND TITLE OF CONTRACTING OFFICER (TYPE OR PRINT) <b>Corlis M. Lawrence</b>	
15a. DATE SIGNED	15b. UNITED STATES OF AMERICA	15c. DATE SIGNED	15d. UNITED STATES OF AMERICA
(Signature of person authorized to sign)		By  (Signature of Contracting Officer)	

OCT 2 1 00



U.S. Department of Justice

United States Marshals Service

Arlington, VA 22202-4210

June 15, 2001

CDB Infotek Intelligent Information  
8330 Boone Blvd., Suite 850  
Vienna, VA. 22182

RE: Contract MS-99-C-0031  
Locator Services

Dear Mr. Russell:

Enclosed is a signed executed copy of Modification #M008 for your records. #M008 gives instructions on fugitive information that is uncovered during the fugitive locator process.

Thank you your cooperation is appreciated. If you have any questions do not hesitate to contact me at [REDACTED] fax: (202) 353-1420.

Sincerely,

[REDACTED]  
Corlis M. Lawrence  
Contracting Officer

cc: [REDACTED]



# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE 1 OF 2

2. AMENDMENT/MODIFICATION NO. M008	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE)
6. ISSUED BY U.S. MARSHALS SERVICE Attn: Procurement Office, BSD Division 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	CODE	7. ADMINISTERED BY (IF OTHER THAN ITEM 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  CDB Infotek 8330 Boone Blvd. Vienna, VA 22182	<input checked="" type="checkbox"/> 9a. AMENDMENT OF SOLICITATION NO.
	9b. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. MS-99-C-0031
	10B. DATED (SEE ITEM 13) 1/28/99

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

( )	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	Mutual Agreement of Both Parties.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Continuation page.

As provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

NAME AND TITLE OF SIGNER (TYPE OR PRINT) STEVE PUBLEY SALES MANAGER	15a. NAME AND TITLE OF CONTRACTING OFFICER (TYPE OR PRINT) CORLIS M. LAWRENCE CONTRACTING OFFICER
15c. DATE SIGNED 6/14	16b. UNITED STATES OF AMERICA By [Signature]
15b. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16c. DATE SIGNED JUN 15 2000 (Signature of Contracting Officer)





U.S. Department of Justice

United States Marshals Service

Arlington, VA 22202-4210

May 23, 2001

CDB Infotek Intelligent Information  
8330 Boone Blvd., Suite 850  
Vienna, VA. 22182

RE: Contract MS-99-C-0031  
Locator Services

Dear Mr. Wagoner:

Enclosed is the proposed Modification #M008 under the above mentioned contract. Modification #M008 requests Choice Point to forward any fugitive information that it uncovers to the USMS Deputy assigned to the case. Information will be released to the prospective employer only after receiving authorization from the assigned Deputy.

Please review the proposed modification and upon concurrence complete blocks 15 a, b, and c respectively on the enclosed Standard Form 30 - Modification #M008. CDB will be provided an original signed copy for your records once the modification has been signed and returned to the Government. If you have any questions concerning the above, please do not hesitate to contact me at [REDACTED]

Sincerely,

b6  
[REDACTED]  
Corlis M. Lawrence  
Contracting Officer

cc: [REDACTED]

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE 1 OF 2

2. AMENDMENT/MODIFICATION NO. M008  
 3. EFFECTIVE DATE See 16c  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (IF APPLICABLE)  
 6. ISSUED BY U.S. MARSHALS SERVICE  
 Attn: Procurement Office, BSD Division  
 600 ARMY NAVY DRIVE  
 ARLINGTON, VA 22202-4210  
 7. ADMINISTERED BY (IF OTHER THAN ITEM 6)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  
 CDB Infotek  
 8330 Boone Blvd.  
 Vienna, VA 22182  
 9a. AMENDMENT OF SOLICITATION NO.   
 9b. DATED (SEE ITEM 11)  
 10a. MODIFICATION OF CONTRACT/ORDER NO. X MS-99-C-0031  
 10b. DATED (SEE ITEM 13) 1/28/99  
 CODE FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If Required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

( ) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 X Mutual Agreement of Both Parties.  
 D. OTHER (Specify type of modification and authority)  
 E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

See Continuation page.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  
 15B. CONTRACTOR/OFFEROR  
 15c. DATE SIGNED  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (TYPE OR PRINT)  
 CORLIS M. LAWRENCE  
 CONTRACTING OFFICER  
 16B. UNITED STATES OF AMERICA  
 By \_\_\_\_\_ (Signature of Contracting Officer)  
 16C. DATE SIGNED

U.S. Department of Justice  
USMS - Investigative Services Division

Requisition for Equipment,  
Supplies or Services

1. Requisition Number  
2002-ASU-0001

2. Document Control No.  
USMS-02-0564

3. Page No.  
1 of 1 pages

4. Date Prepared  
May 17, 2001

5. For information call [REDACTED]

6. To: U.S. Marshals Service  
Investigative Services Division  
600 Army Navy Drive  
Crystal Square 4, Suite 1200  
Arlington, VA 22202

7. From (Requisitioning point - Name and location)

[REDACTED]  
Investigative Services Division  
600 Army Navy Drive, CS-4, Suite 1200  
Arlington, VA 22202

8. Recommended Source(s):

ChoicePoint  
11350 Randon Hills Road, Suite 240  
Fairfax, VA 22030

9. Required delivery date  
November 1, 2001

POC: Steve Rubley Phone: [REDACTED] b6

10. Federal supply contract No.

12. Signature of Supervisor: [REDACTED]

11. Appropriation/Cost Center/Object Class Code  
20020324AH6002ANALYTIF - OC: 2533

13. Approving Officer: [REDACTED]

Stock No. (14)	Description of Articles or Services (15)	Quantity (16)	Unit of Issue (17)	Estimated Unit Price (18)	Amount (19)
	Modification to Contract MS-99-C-0031 extending the contract period for on-line access to CDB Infotek (public information records) from November 1, 2001 through October 31, 2002  Charges are based on a flat rate of \$68,000.00 per month which provides unlimited, unrestricted access to all USMS districts, suboffices, and HQ Divisions.  TOTAL: \$816,000.00	12	mon.	\$68,000.00	\$816,000.00
<b>AVAILABILITY OF FUNDS</b>					
Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.					
21. Deliver to (Give complete shipping address, including ZIP code) Delivery Point: 1735 Jeff Davis Hwy., Crystal Square 4 - Room 1200, Arlington, VA 22215 ATTN: [REDACTED]				TOTAL:	\$816,000.00

22. Remarks: b6

AMENDMENT OF SOLICITATION

MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.

M007

3. EFFECTIVE DATE

November 9, 2000

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (IF APPLICABLE)

6. ISSUED BY

U.S. MARSHALS SERVICE
Attn: Procurement Office, BSD Division
600 ARMY NAVY DRIVE
ARLINGTON, VA 22202-4210

7. ADMINISTERED BY (IF OTHER THAN ITEM 6)

CODE

8. NAME AND ADDRESS OF CONTRACTOR

(No., street, county, State and Zip Code)

CDB Infotek
8330 Boone Blvd.
Vienna, VA 22182

9a. AMENDMENT OF SOLICITATION NO.

9b. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X MS-99-C-0031

10B. DATED (SEE ITEM 13)

1/28/99

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

12. ACCOUNTING AND APPROPRIATION DATA (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

( ) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify Type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to change the accounting data for Block 12 of modification M005.

Change Block 12 to read: 20010324AH6002ANALYTIF OC: 2533 USMS-01-0012

in lieu of
20010324AH6005ANALYTIF OC: 2533 USMS-01-0012

All other terms and conditions remain the same.

Questions can be directed to Linda Reynolds-Franklin 202-307-9243.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

5A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

16A. NAME AND TITLE OF CONTRACTING OFFICER (TYPE OR PRINT)

Linda Reynolds-Franklin

5B. CONTRACTOR/OFFEROR

15c. DATE SIGNED 16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

By

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Handwritten initials 'bb'

2. AMENDMENT/ MODIFICATION NO. **0005**

3. EFFECTIVE DATE **November 1, 2000**

4. ISSUED BY **U.S. MARSHALS SERVICE**  
 Attn: Procurement Office, BSD Division  
 600 ARMY NAVY DRIVE  
 ARLINGTON, VA 22202-4210

5. REQUISITION/ INSTRUMENT NO. **1**

6. ADMINISTERED BY (IF OTHER THAN ITEM 4) \_\_\_\_\_

7. NO. (IF APPLICABLE) **2**

8. CODE \_\_\_\_\_

9. NAME AND ADDRESS OF CONTRACTOR (Ind. street, county, State and Zip Code)

**CDB Intovok**  
**8330 Boone Blvd**  
**Vienna, VA 22102**

10. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_

11. DATED (SEE ITEM 11) \_\_\_\_\_

12. MODIFICATION OF CONTRACT/ORDER NO. **X MS 99-C-0031**

13. DATED (SEE ITEM 13) **1/28/99**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Part 14. The last and date specified for receipt of Offers is extended.  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) by completing Items 8 and 15, and returning 1 copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If Required)

**2001U324AH8005ANALYTIF OC: 2033 USMS 01-0012 \$816,000.00**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 11.

( ) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO THE CONTRACT/ORDER NO. IN ITEM 10A. (If partly amended) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED BY THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.101(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

**X Addendum A, Terms & Clauses, Clause #A2 entitled "Option to Increase Term of the Contract"**

D. OTHER (Specify type of modification and authority) \_\_\_\_\_

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including contract/contract subject matter where feasible.)

See Continuation page.

Executed as provided herein, all terms and conditions of the documents referenced in Item 8A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE (IF CHIEF EXECUTIVE OFFICER) (TYPE OR PRINT)

**Peter Reese**

15B. DATE SIGNED **10/31/00**

15C. UNITED STATES OF AMERICA

15D. DATE SIGNED **10/21/2000**

15E. SIGNATURE OF CONTRACTING OFFICER

NSN 7540-01-152-0070 PREVIOUS EDITION UNUSABLE

30-103

STANDARD FORM 30 Prescribed by GSA (FAR 48 CFR) 53.313 (REV. 10-83)

b6

Contract: MS-99-C-0031  
Modification: M004  
Page 2 of 2

The purpose of this modification is to exercise Option 2 and by doing so extend the period of performance for an additional year.

1. This modification extends the contract period from November 1, 2000 through October 31, 2001.
2. This modification obligates \$816,000.00 (firm Fixed Price contract).
3. All other terms and conditions remain unchanged.

Pending the availability of fiscal year 2001 funding.

OCT 31 2000 11:26

202 307 9695

TOTAL P. 03  
PAGE. 03



MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. M004
3. EFFECTIVE DATE date in 16C
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (IF APPLICABLE)
6. ISSUED BY U.S. MARSHALS SERVICE
600 ARMY NAVY DRIVE
SUITE 990
ARLINGTON, VA 22202-4210
7. ADMINISTERED BY (IF OTHER THAN ITEM 6)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
CDB Infotek
8330 Boone Blvd
Vienna VA 22182
9a. AMENDMENT OF SOLICITATION NO.
9b. DATED (SEE ITEM 11)
10A MODIFICATION OF CONTRACT/ORDER NO.
X MS-99-C-0031
10B (SEE ITEM 13)
1/28/99

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

12. ACCOUNTING AND APPROPRIATION DATA (If Required)
ccc:2000324 H6002BAS KPNM oc:2533 DC# usms00 0021 \$816,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO... THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification corrects an inadvertent administrative error that appeared in block #12 on Modification M003.

Reads \$68,000.00

Should read \$816,000.00 which is \$68,000.0 X 12mos \$816,000.00

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
15B. CONTRACTOR/OFFEROR
15c. DATE SIGNED
16A. NAME AND TITLE OF CONTRACTING OFFICER (TYPE OR PRINT)
Lance O. Jackson
16c. DATE SIGNED
11/2/99



MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. M003
3. EFFECTIVE DATE date in 16C
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (IF APPLICABLE)
6. ISSUED BY U.S. MARSHALS SERVICE
600 ARMY NAVY DRIVE
SUITE 990
ARLINGTON, VA 22202-4210
7. ADMINISTERED BY (IF OTHER THAN ITEM 6)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
CDB Infotek
8330 Boone Blvd
Vienna VA 22182
9a. AMENDMENT OF SOLICITATION NO.
9b. DATED (SEE ITEM 11) 1/28/99
10A MODIFICATION OF CONTRACT/ORDER NO.
X MS-99-C-0031
10B (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

12. ACCOUNTING AND APPROPRIATION DATA (If Required)
ccc:2000324 H6002BAS KPNM oc:2533 DC# usms00 0021 \$68,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)
X Mutual Agreement of both parties

E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See page 2

COPY

15A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
15B. CONTRACTOR/OFFEROR
15c. DATE SIGNED
15A. NAME AND TITLE OF CONTRACTING OFFICER (TYPE OR PRINT)
Lance O. Jackson
16B. UNITED STATES OF AMERICA
16c. DATE SIGNED 11/1/99

Contract: MS-99-C-0031

Modification: M003

Page 2 of 2

The purpose of this modification is to exercise Option 1 and by doing so extend the period of performance for an additional year.

1. This modification extends the contract period from November 1, 1999 through October 31, 2000.
2. This modification obligates \$68,000.00. (Firm Fixed Price contract)
3. All other terms and conditions remain unchanged.

Pending the availability of fiscal year 2000 funding...

U.S. Department of Justice  
USMS - Investigative Services Division

Requisition for Equipment,  
Supplies or Services

1. Requisition Number

2. Document Control No.  
USMS-00-002

3. Page No.  
1 of 1 pages

4. Date Prepared  
October 1, 1999

5. For information only  
[Redacted]

7. From (Requisitioning point - Name and location)  
Investigative Services Division  
600 Army Navy Drive, Suite 600, CS-3  
Arlington, VA 22202

6. To: U.S. Marshall Service  
Investigative Services Division  
600 Army Navy Drive  
Crystal Square 3, Suite 600  
Arlington, VA 22202

8. Recommended Source(s):

ChoicePoint  
8330 Boone Boulevard  
Vienna, VA 22182

POC: Steve Rubley Phone: [Redacted]

9. Required delivery date  
November 1, 1999

10. Federal supply contract No.

12. Signature of Supervisor  
10-1-99 [Redacted]

13. Approving Off [Redacted]

11. Appropriation/Cost Center/Object Class Code  
20000324AH6002BASWKPNM, OC ~~XXXX~~ 2533

b6

Stock No.  
(14)

Description of Articles or Services  
(15)

Quantity  
(16)

Unit of  
Issue  
(17)

Estimated  
Unit Price  
(18)

Amount  
(19)

On-line access to CDB Infotek  
(public information records)  
from November 1, 1999 through  
October 31, 2000

12

mon.

\$68,000.00

\$816,000.00

Charges are based on a flat rate of  
\$68,000.00 per month which  
provides unlimited, unrestricted  
access to all USMS districts,  
suboffices, and to the Investigative  
Services Division, HQ.

TOTAL: \$816,000.00

US INVESTIGATIVE SERVICES DIVISION  
OCT 1 11 3:07

21. Deliver to (Give complete shipping address, including ZIP code)  
Delivery Point: 1735 Jeff Davis Hwy., Crystal Square 3 - Suite 600, Arlington, VA 22215

ATTN: [Redacted]

TOTAL:

\$816,000.00

22. Remarks:

b6

ISSUED BY  
U.S. MARSHALS SERVICE  
600 ARMY NAVY DRIVE  
SUITE 990  
ARLINGTON, VA 22202-4210

se. blk 16C

4. REQUISITION/PURCHASE REQ.

ISD Nr. 3/26/99

6. PROJECT NO. (IF APPLICABLE)

7. ADMINISTERED BY (OTHER THAN ITEM 4)

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and Zip Code)

Choice Point  
8330 Boone Blvd, Ste. B50  
Vienna VA 22182

92. AMENDMENT OF SOLICITATION NO.

98. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X MS-99-C-0031

10B (SEE ITEM 13)

1/28/99

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, or is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and the amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If Required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.102(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)

Mutual Agreement of both parties

E. IMPORTANT: Contractor is not X is required to sign this document and return copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

13A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

Doug Wagoner

13A. NAME AND TITLE OF CONTRACTING OFFICER (TYPE OR PRINT)

Lance O. Jackson

13B. DATE SIGNED

5/6/99

MAY 6 1999

NSN 7540-01-152-0070 PREVIOUS EDITION UNUSABLE

30-105

Prescribed by GSA FAR (48 CFR) 53.243

(REV. 10-83)

MAY 06 1999 12:43

202 307 9695

PAGE 02

**Modification: M001**

**Contractor: Choice Point Business & Government Services**

**Contract: MS-99-C-0031**

**Services: Locator Services**

**Page 2 of 2**

The purpose of this modification is to incorporate the following clauses and to implement guidelines/rules that will help ensure the proper transfer and dissemination of the U. S. Marshals Service's (USMS) fugitive data to the contractor.

Clauses to be incorporated:

**FAR 52.224-1, Privacy Act Notification (Apr 1984)**

**FAR 52.224-2, Privacy Act (Apr 1984)**

1. The Contractor shall ensure that the collection and dissemination of any fugitive data or access to information be limited to those qualified employees, subcontractors and third party data providers that are directly involved in providing service under the contract. Except as provided in this paragraph, the contractor shall not disseminate the USMS's fugitive data without prior written authorization from the Contracting Officer. Contractor agrees to enter into contracts with subcontractors and third party data providers to limit collection/dissemination of any USMS fugitive data.

2. The Contractor shall purge outdated fugitive data upon receipt of regular updates to the data and purge all of the fugitive data from its records at the conclusion of the USMS contract.

All other terms and conditions remain unchanged.

U.S. Department of Justice  
USMS - Investigative Services Division

Requisition for Equipment,  
Supplies or Services

1. Requisition Number  
*2001-ASU-0002*

2. Document Control No.  
*USMS-01-0012*

3. Page No.  
1 of 1 pages

4. Date Prepared  
September 19, 2000

5. For information call: [REDACTED]

6. To: U.S. Marshals Service  
Investigative Services Division  
600 Army Navy Drive  
Crystal Square 3, Suite 600  
Arlington, VA 22202

7. From (Requisitioning point - Name and location)  
Investigative Services Division  
600 Army Navy Drive, Room 1127, CS-3  
Arlington, VA 22202

8. Recommended Source(s):

9. Required delivery date  
November 1, 2000

ChoicePoint  
11350 Randon Hills Road, Suite 240  
Fairfax, VA 22030

10. Federal supply contract No.

POC: Steve Rubley Phone: [REDACTED] *b6*

12. [REDACTED]

11. Appropriation/Cost Center/Object Class Code  
20010324AH6005ANALYTIF - OC: 2533

13. Approving Officer: [REDACTED]

Stock No. (14)	Description of Articles or Services (15)	Quantity (16)	Unit of Issue (17)	Estimated Unit Price (18)	Amount (19)
	<p>Modification to Contract MS-99-C-0031 extending the contract period for on-line access to CDB Infotek (public information records) from November 1, 2000 through October 31, 2001</p> <p>Charges are based on a flat rate of \$68,000.00 per month which provides unlimited, unrestricted access to all USMS districts, suboffices, and HQ Divisions.</p> <p>TOTAL: \$816,000.00</p>	12	mon.	\$68,000.00	\$816,000.00

21. Deliver to (Give complete shipping address, including ZIP code)  
Delivery Point: 1735 Jeff Davis Hwy., Crystal Square 3 - Room 1127, Arlington, VA 22215  
ATTN: [REDACTED] *b6*

TOTAL: \$816,000.00

22. Remarks:



**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER		PAGE 1 OF 3	
2. CONTRACT NO. MS-99-C-0031	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER MS-99-R-0005
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Peter Reese	b. TELEPHONE NUMBER (No collect calls) 202-307-9339
9. ISSUED BY U.S. Marshals Service Business Services Division, CS#3, 1121 600 Army Navy Drive Arlington, VA 22202		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7375 SIZE STANDARD: \$18.0 M	
15. DELIVER TO see block 9		16. ADMINISTERED BY see block 9	
17a. CONTRACTOR/OFFEROR Choice Point Business & Government Services 8330 Boone Blvd., Suite 850 Vienna, VA 22182 TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY see block 9	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES Locator Services <i>(Attach Additional Sheets as Necessary)</i>	21. QUANTITY 9	22. UNIT Months
		23. UNIT PRICE	24. AMOUNT \$612,000
25. ACCOUNTING AND APPROPRIATION DATA see page 2		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$612,000	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.		<input checked="" type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> 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: REFERENCE <input type="checkbox"/> DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH	
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 	
30b. NAME AND TITLE OF SIGNER J. Michael deJames General Counsel	30c. DATE SIGNED 1/28/99	31b. NAME OF CONTRACTING OFFICER Peter Reese	31c. DATE SIGNED 1/28/99
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>	34. VOUCHER NUMBER
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		35. AMOUNT VERIFIED CORRECT FOR	
32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		38. S/R ACCOUNT NUMBER	
41c. DATE		39. S/R VOUCHER NUMBER	
		40. PAID BY	
		42a. RECEIVED BY (Print)	
		42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	
		42d. TOTAL CONTAINERS	



1. Initial Contract Funding

This contract is funded for the period February 1, 1999 through October 31, 1999. The amount of the funding and the funding codes are set forth below:

\$68,000/month X 9 months = \$612,000.

ccc: 19990324AH6005ANALYTIF

DCN: ISAU-99-0003

O.C. 2533

2. The contractor's proposal, including subcontracting plan, is incorporated herein by reference. The proposal incorporated is the proposal which has access to all three major credit bureaus as set forth in the executive summary of that proposal.

3. Add the following new clause

**Year 2000 Warranty**

The Contractor represents that the following warranty applies to products provided under this contract/order/BPA:

The contractor warrants that the products provided under this contract/order/BPA shall be able to accurately process 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.

The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the manufacturer's standard commercial warranty or warranties contained in this contract or the applicable End User

License Agreement, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include an obligation by the Contractor to repair or replace any such product whose non-compliance is discovered and made known to the Contractor in writing at any time prior to June 1, 2000 or for a period of six months following acceptance, whichever is the later date. Nothing in this warranty shall be construed to limit any rights or remedies that the Government may otherwise have under this contract.

~~This warranty shall not apply to products that do not require the processing of date/time data in order to function as specified in this contract/order/BPA F. Addendum D - The contractor's standard commercial prices.~~

6. This contract consists of the following sections:

- A. The award sheet (3 pages) Standard Form 1449.
- B. The Contract Schedule (2 pages)
- C. Addendum A Terms and Clauses
- D. Addendum B - the Statement of Work
- E. Addendum D - The Contractor's Representations and Certifications

## SCHEDULE

### 1. Description of Services

The Contractor shall provide all management, supervision, labor, materials, supplies, and equipment (except as otherwise specified herein), and shall plan, schedule, coordinate and assure effective performance of all services described herein. The contractor shall be required to provide locator services in accordance with the requirements of the "Statement of Work", Addendum B.

**Base Period** is from February 1, 1999 through October 31, 1999

ITEM	Description	Quantity	Unit	Unit Price	Amount
0001	Locator Services per Addendum B	9	MO	\$68,000	\$612,000

**First Option Period** is from November 1, 1999 through October 31, 2000

ITEM	Description	Quantity	Unit	Unit Price	Amount
1001	Locator Services per Addendum B	12	MO	\$68,000	\$816,000

**Second Option Period** is from November 1, 2000 through October 31, 2001

ITEM	Description	Quantity	Unit	Unit Price	Amount
2001	Locator Services per Addendum B	12	MO	\$68,000	\$816,000

**Third Option Period** is from November 1, 2001 through October 31, 2002

ITEM	Description	Quantity	Unit	Unit Price	Amount
3001	Locator Services per Addendum B	12	MO	\$68,000	\$816,000

**Fourth Option Period** is from November 1, 2002 through October 31, 2003

ITEM	Description	Quantity	Unit	Unit Price	Amount
4001	Locator Services per Addendum B	12	MO		

**TOTAL PRICE FOR BASE PERIOD AND ALL FOUR OPTION YEARS**

## 2. Contract Minimum

This is a firm fixed priced contract. However, if, and only if, an incremental option is exercised, The minimum period that will be exercised for an option is a minimum of a one month period..

## 3. Contract Phase-In

Contract Performance is expected to start on the contract award date. However, it is understood that it will take a period of time to get all USMS offices on-line and trained. Therefore, on the award date, the USMS will determine the exact number of operational offices that require the services as of the award date. The contractor will have up to 15 days to get all of those offices on-line. ~~Should all offices not be on-line by the 15 day after contract award date, the first~~ monthly invoice will be reduced by the percentage of offices not on-line. For all subsequent months, per clause A7 - Contract Start-Up, the monthly invoice will be reduced by the percentage of offices not on-line during the month (any office that is on-line within 15 days of the COTR direction to be added will be considered on-line, even if not on-line for a portion of the month. The formula for reduction of the contract invoice is thus:

(Offices on-line divided by Total Offices) time the Monthly Rate = Payment for that month

**Addendum A**  
**Terms and Clauses**

**A1. Contract Term and Period of Contract Performance**

The contract term commences on the date of award and continues for twelve months thereafter. The contract may in accordance with clause A2 - Option to Extend the Term of the Contract - be extended for up to four (4) additional twelve (12) month periods.

**A2. Option to Increase the Term of the Contract**

- (a) The Government shall have the unilateral option of extending or renewing this contract beyond the initial period for additional periods of twelve month duration, or less, each upon the same terms and conditions as are contained in this contract as the time said option(s) are exercised.
- (b) The Government reserves the right to exercise options in increments of less than twelve months duration while at the same time retaining its right to a full twelve month period. When such incremental option periods are necessary to protect the best interests of the Government they shall be classified as Option 1(a), 1(b), etc. When any option is exercise for a full A combination of incremental options cannot exceed a twelve month period. Any extensions which would extend a period beyond twelve months must be exercised as the ensuing option period.
- (c) If the Government exercises its option to extend the terms of the contract, the contract as renewed shall be deemed to include the option provision. However, the total duration of this contract, including the exercise of any option(s) under this article, shall not extend beyond the period set forth in A1 above.
- (d) The Contractor is cautioned that the exercise of the options is a Government prerogative, not a contractual right on the part of the Contractor. If the Government exercises the option(s) within the time frames prescribed herein, the Contractor shall be contractually bound to perform the services for the option period(s), or in the even he fails to perform, be subject to the termination for default provisions of this contract.
- (e) The option shall be exercised by the Contracting Officer by giving written notice of the Government's exercise of such options prior to expiration of the contract. Such exercise shall not have effect unless the Contracting Officer has given preliminary written notice of an intent to exercise such option at least 30 days prior to the last day of the contract.
- (f) It is recognized by the parties that a full annual appropriation may not be available

to the Government to fund the entire option term at the time the option is due to be exercised. Predicated upon the passage of a continuing resolution, the Government may exercise the option for the full term subject to passage by the Congress of a full annual appropriation signed by the President.

- (g) The Government has the right to exercise the option at 1) any time prior to contract expiration, 2) the time of contract expiration, or 3) within 30 days after contract expiration, provided the Contractor has been provided written preliminary notice as indicated above.

**A3. Option to Extend the Term of the Contract - FAR 52.217-9 (Mar 89)**

- (a) The Government may extend the term of this contract by written notice to the contractor within the period as set forth in paragraph (g) of clause A2 - Option to Increase the Term of the Contract; provided, that the Government shall give the Contractor preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

**A4. Invoice Requirements**

- (a) Invoices shall be prepared and an original submitted to the name and address set forth below. To constitute a proper invoice, each invoice shall be annotated with the following information:

U.S. Marshal Service  
Attn: Lance Jackson, CS#3, 11<sup>th</sup> Floor  
600 Army Navy Drive  
Arlington, VA 22202

1. Name and address of the Contractor
2. Invoice Date
3. Contract or Purchase order number for supplies delivered or services performed.
4. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
5. Shipping and payment terms.



6. Name and address of Contractor official to whom payment is to be sent.
7. Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
8. Any other information or documentation required by the purchase order or contract.

(b) INTEREST ON OVERDUE PAYMENTS

1. The Prompt Payment Act, Public Law 978-177 (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this purchase order and requires the payment to Contractors on overdue payments and improperly taken discounts.
2. Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.

NOTE: Pursuant to the Act, the Contractor may be entitled to an interest payment on an invoice that is not timely paid, normally within 30 days of receipt of invoice or federal acceptance, whichever is later. Payment of interest is only permitted when: (a) there is a contract with a business concern, i.e., any person, for profit, or nonprofit entity engaged in a profession, trade or business; (b) federal acceptance has occurred; (c) a proper invoice, i.e., one which contains that information required by the invoice requirements clause, has been received and there are no disputes over quality or quantity; and (d) payment is made to the business concern after more than 30 days after receipt of invoice as defined in the Act.

NOTICE

PLEASE NOTE: IN ADDITION TO THE INSTRUCTIONS AS STATED ABOVE, THE FOLLOWING INSTRUCTIONS MUST BE FOLLOWED. ANY INVOICE THAT DOES NOT COMPLY WILL BE RETURNED AS IN IMPROPER INVOICE:

1. The Contractor must place its Tax Identification Number (TIN) on the invoice.
2. One (1) purchase/deliver order number per invoice.

**A5. ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION**

a. **Contracting Officer** - The Contracting Officer (CO) has the overall and primary responsibility for the administration of this contract. The CO alone, without delegation,

is authorized to take actions on behalf of the Government to: amend, modify, or deviate from the contract terms, conditions, requirements specifications, details and/or delivery schedules; make final decisions involving deductions from contract payments or other consideration due to the Government, for nonperformance or unsatisfactory performance, whether or not in dispute; terminate the contract for convenience or default; issue final decisions regarding contract questions or matters under dispute. However, the CO may delegate certain other responsibilities to their authorized representatives.

b. The Contracting Officer's Technical Representative (COTR)

- (1) The COTR will be named at award.
- (2) COTR is responsible for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the Contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual work statement; evaluating performance; and certifying all invoices/vouchers for acceptance of supplies or services furnished for payment prior to forwarding the original invoice to the payment office and a conformed copy to the CO.
- (3) COTR does not have the authority to alter the Contractor's obligations under the contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes" and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as result of technical discussions it is desirable to alter/change contractual obligations or the Work Statement, the Contracting Officer shall issue such changes in writing through a signed modification to the contract.

**A6. CLAUSES**

**FAR 52.215-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Oct 1998)**

(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:

(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) [Reserved]

(3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

(5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

(6)(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.

(7) 52.222-26, Equal Opportunity (E.O. 11246).

(8) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(9) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(10) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(11) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).

(12) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

(13) [Reserved]

(14) 52.225-18, European Union Sanction for End Products (E.O. 12849).

(15) 52.225-19, European Union Sanction for Services (E.O. 12849).

\_\_\_ (16)(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.

X (17) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_ (18) 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:

\_\_\_ (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 General of the United States, 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.- Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

**FAR 52.212-4 Contract Terms and Conditions--Commercial Items (Apr 1998)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency

in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and



(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give

the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

#### **A7. Contract Start-Up**

The contractor shall have 60 days from the date of award to have all USMS offices, to be identified at the contract start date, on-line. For any new USMS offices (i.e. those offices that the COTR directs be put on-line after the contract start date) the Contractor shall have 15 days to get that office on-line.