April 9, 2002

REFER TO: 122000-MRL
02-1768

Mr. Chris Hoofnagle
1718 Connecticut Avenue N.W.
Suite 200
WASHINGTON DC 20009

Dear Mr. Hoofnagle:

This is in response to your Freedom of Information Act request, for access to information maintained by the Bureau of Alcohol, Tobacco and Firearms. You requested information concerning businesses that sell individual’s personal information.

Your request is granted in part. We are releasing the disclosable portions of the documents and withholding portions for the reasons shown on the cover sheet that accompanies the documents.

Insofar as your request is denied in part and deletions were made you have the right to file an administrative appeal. If you choose to appeal, the procedure for doing so is provided in Part III of the cover sheet.

If we can assist you further, please write again.

Sincerely,

Marilyn R. LaBrie
Disclosure Specialist

WWW.ATF.TREAS.GOV
1. Requesters name: Hoofnage, Chris
2. File no.: 01-1768-1
3. Requested documents were referred by the following agency:
4. Documents are being released: 01
   [ 1 at cost ] [ without cost ]
5. Package ends with document no.:
   - 90 -
6. Total no. of documents denied:
   - 7 - (28)
7. Exemptions cited for information withheld on pages released: (See Part II of explanation of exemptions)
   - 1(b)(1) [ ] 1(b)(2) [ ] 1(b)(3) Ex. V.S.C. Legal [ ] 1(b)(4) [ ] 1(b)(5) [ ] 1(b)(6) [ ]
   - 1(b)(7)(A) [ ] 1(b)(7)(B) [ ] 1(b)(7)(C) [ ] 1(b)(7)(D) [ ] 1(b)(7)(E) [ ] 1(b)(7)(F) [ ]
8. Documents completely withheld:
   - Document no. — Exemption
     - 9 — Att'y (0)
     - 20 — Att'y (3)
     - 33 — Att'y (1)
     - 40 — Att'y (1)
     - 49 — Att'y (1)
9. The records identified above have been determined to be most directly responsive to your request. Other records, described below, are available upon payment of 15 cents per page (or at no cost if a fee waiver has been granted). These records generally consist of duplicative or repetitive information that restates information contained in the package being released. A sample or index of these records is included in this release. The following records are available upon request:
   - (a) Exhibits to Report (See index on page ____)
   - (b) Surveillance Reports (See sample page ____)
   - (c) Interagency Telegrams and Messages (See sample page ____)
   - (d) Property Disposition records (See sample page ____)
   - (e) Newspaper or magazine articles (See sample page ____)
   - (f) Miscellaneous (See sample page ____)

   No. of pages:
   - (a) ______
   - (b) ______
   - (c) ______
   - (d) ______
   - (e) ______
   - (f) ______

Note: To obtain copies of these records, identify which records you want, count the pages and multiply by 15 cents. Send check or money order payable to the Bureau of Alcohol, Tobacco and Firearms (ATF) and mail to the Chief, Headquarters Branch, Attn: 850 Massachusetts Avenue, 5th, 9400 Washington D.C. 20224. Receipts properly or coast service. All fees are refunded to held officers 15 days after this notice is mailed to you.
The contractor is to provide database subscription services to the Bureau of Alcohol, Tobacco and Firearms as described in Section D, Attachment 1, Statement of Work of the solicitation for the firm fixed price as specified in Section B, Paragraph B.2 Prices/Costs. The contractor's offer dated November 19, 1999, the best and final offer dated January 5, 2000 and the extension of their offer e-mailed to me on January 20, 2000, are incorporated by reference to form an integral part of this contract. Page 1, Standard Form 1449, is to serve as the obligating document for this action. There will not be any delivery orders issued against this contract. THE CONTRACTOR SHOULD REFERENCE THE CONTRACT NUMBER, Tart00-09, REQUISITION NUMBER AND OUR DOCUMENT NUMBER ATTACHMENT WHEN SUBMITTING INVOICES. THE EFFECTIVE DATE OF THIS CONTRACT IS MARCH 27, 2000.
B.1 Supplies/Services Being Procured

The contractor shall provide to the Bureau of Alcohol, Tobacco and Firearms the subscription services meeting the requirements as outlined in the Statement of Work (SOW) as provided in Section D, Attachment Number One.

B.2 Prices/Costs

Offerors are to submit firm fixed-price rates below for the required services as described in the SOW.

<table>
<thead>
<tr>
<th>Period</th>
<th>Total Amount per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year One</td>
<td>$372,000.00</td>
</tr>
<tr>
<td>Option Year One</td>
<td>$384,000.00</td>
</tr>
<tr>
<td>Option Year Two</td>
<td>$398,400.00</td>
</tr>
<tr>
<td>Option Year Three</td>
<td>$</td>
</tr>
<tr>
<td>Option Year Four</td>
<td>$</td>
</tr>
<tr>
<td>Total Extended Price</td>
<td>$</td>
</tr>
</tbody>
</table>

B.3 Performance Schedule

The contract shall consist of a one-year base period and four one-year option periods. These periods are described below:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>BEGINNING</th>
<th>ENDING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Year</td>
<td>Date of Award</td>
<td>12 months after award</td>
</tr>
<tr>
<td>Option Year One</td>
<td>12 months and 1 day after award</td>
<td>24 months after award</td>
</tr>
<tr>
<td>Option Year Two</td>
<td>12 months and 1 day after award</td>
<td>36 months after award</td>
</tr>
<tr>
<td>Option Year Three</td>
<td>12 months and 1 day after award</td>
<td>48 months after award</td>
</tr>
<tr>
<td>Option Year Four</td>
<td>12 months and 1 day after award</td>
<td>60 months after award</td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>FAR NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.212-4</td>
<td>CONTRACT TERMS AND CONDITIONS--</td>
<td>MAY 1999</td>
</tr>
<tr>
<td></td>
<td>COMMERCIAL ITEMS</td>
<td></td>
</tr>
<tr>
<td>52.217-6</td>
<td>OPTION TO EXTEND SERVICES</td>
<td>AUG 1989</td>
</tr>
<tr>
<td>52.232-33</td>
<td>PAYMENT BY ELECTRONIC FUNDS--CENTRAL</td>
<td>MAY 1999</td>
</tr>
<tr>
<td></td>
<td>CONTRACTOR REGISTRATION</td>
<td></td>
</tr>
</tbody>
</table>

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTORY 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

C-1

[X] (ii) Alternate I to 52.219-5.

[X] (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)).

[X] (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

[X] (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

[X] (8)(1) 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).

[X] (ii) Alternate I of 52.219-23.


[X] (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (12) 52.222-26, Equal Opportunity (E.O. 11246).


(18). [Reserved]
(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.)

(2) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).


(d) Controller 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
(1) The Controller 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


C-4
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**ORDER TO**

**SUPPLIES OR SERVICES**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES (g)</th>
<th>QUANTITY ORDERED (g)</th>
<th>UNIT (d)</th>
<th>UNIT PRICE (f)</th>
<th>AMOUNT (f)</th>
<th>QUANTITY ACCEPTED (g)</th>
</tr>
</thead>
</table>

**SEE BILLING INSTRUCTIONS ON REVERSE**

- **a. NAME:** Financial Management Division 1-800-800-5558
- **b. STREET ADDRESS:** (or P.O. Box) P.O. Box 11071
- **c. CITY:** Washington
- **d. STATE:** DC
- **e. ZIP CODE:** 20091-1071

**SEE LINE ITEM DETAIL**

- **18. SHIPPING POINT:**
- **19. GROSS SHIPPING WEIGHT:**
- **20. INVOICE NO.:**

**17(a) TOT (Subpages)**

- **$318,241.00**
- **17(c) GRAND TOTAL**

**22. UNITED STATES OF AMERICA BY**

(Signature) Signed by

**23. NAME:**

**FILE COPY 3:**

**AUTHORIZED FOR LOCAL REPRODUCTION**

PREVIOUS ISSUE: 11-9-99

**OPTIMIZED FORM 547 REV. 5/99**

PREVIOUS ISSUES: 10-30-98, 5-26-98, 2-26-98
**SUPPLEMENTAL INVOICING INFORMATION**

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $_______. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item numbers, description of supplies or service, prices and quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

### RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ❑ inspected, ❑ accepted, ❑ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

<table>
<thead>
<tr>
<th>SHIPMENT NUMBER</th>
<th>PARTIAL</th>
<th>DATE RECEIVED</th>
<th>SIGNATURE OF AUTHORIZED U.S. GOVT. REP.</th>
<th>DATE</th>
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<tr>
<td>TOTAL CONTAINERS</td>
<td>GROSS WEIGHT</td>
<td>RECEIVED AT</td>
<td>TITLE</td>
<td></td>
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### REPORT OF REJECTIONS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>UNIT</th>
<th>QUANTITY REJECTED</th>
<th>REASON FOR REJECTION</th>
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</tbody>
</table>


FILE (COPY 3)
**ORU FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

**DATE OF ORDER:** 02/18/2000  
**CONTRACT NO:**  
**ORDER NO:**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
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<th>UNIT PRICE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>0001</td>
<td>LEXIS SERVICES</td>
<td>11.00 mo</td>
<td>20,212.00</td>
<td>222,332.00</td>
</tr>
<tr>
<td>0002</td>
<td>LEXIS SERVICES</td>
<td>11.00 mo</td>
<td>5,328.00</td>
<td>57,508.00</td>
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</tbody>
</table>

**Provision of Services:**  
Provide the listed services in accordance with the terms and conditions of contract TATF-99-2.

**Extended Description:**  
LEXIS provided - 4 simultaneous users to access law.

LEXIS provided - 1 simultaneous user to access news.

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17d)**  
279,840.00
<table>
<thead>
<tr>
<th>ITEM NO. (a)</th>
<th>SUPPLIES OR SERVICES (b)</th>
<th>QUANTITY ORDERED (c)</th>
<th>UNIT (d)</th>
<th>UNIT PRICE (e)</th>
<th>AMOUNT (f)</th>
<th>QUANTITY ACCEPTED (g)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0003</td>
<td>P-TRAK SERVICES</td>
<td>11.00</td>
<td>mL</td>
<td>3,491.00</td>
<td>38,401.00</td>
<td></td>
</tr>
</tbody>
</table>

Extended Description:
P-trak provided - simultaneous user to access p-alec records. Not to exceed 100 hours.

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17H) 38,401.00
US DEPARTMENT OF JUSTICE
JUSTICE MANAGEMENT DIVISION

TELECOMMUNICATIONS SERVICES STAFF
FACSIMILE COVER SHEET

<table>
<thead>
<tr>
<th>DATE:</th>
<th>April 25, 2001</th>
</tr>
</thead>
</table>

**TRANSMITTED TO:**

| NAME:   | ...
| ORGANIZATION: | ATF
| PHONE NUMBER: | (202) 927-...
| FAX NUMBER: | (202) 927 |

**TRANSMITTED FROM:**

| NAME:   |  
| ORGANIZATION: | Business Management Services
| E-MAIL: |  
| PHONE NUMBER: | (202) 307 |
| FAX NUMBER: | (202) 307- |

**NUMBER OF PAGES BEING TRANSMITTED:** 2

**COMMENTS:**

Here is the signed RA as I have it. Let me know if this isn't what you need.
**DEPARTMENT OF THE TREASURY**  
**BUREAU OF ALCOHOL, TOBACCO AND FIREARMS**

**REIMBURSABLE AGREEMENT**

**Amendment #1**

**1. ORGANIZATION UNIT**

**2. BILLING UNIT**

**4. RESPONSIBLE ATF ORGANIZATION UNIT**

**8. FUND TYPE**

**11. OFFICE**

**13. ITEM AMOUNT**

**14. DESCRIPTION OF SERVICES OR ACTIVITIES, SPECIAL CONDITIONS, AND REFERENCE TO PAYMENT REGULATIONS AND COMMUNICATIONS.**

The original agreement estimated billing charges at $16,600 per month. The actual billing charges are $14,000 per month. Total yearly cost will be $168,000 instead of the $205,696 originally allocated. Please reduce funds by $37,640.

**XREF: 202-927**

(Budget) 202-927

**TOTAL REDUCTION**

**Cost Reduced:**

$12,600 Base Agreement  
$5,200 Administrative Fees (4%)  
$12,840 New not-to-exceed amount  

**APPROVAL OF REIMBURSABLE AGREEMENT**

**APPROVAL OF AGENCY TO BE REIMBURSED**

**TOTAL, P. 83**
DEPARTMENT OF THE TREASURY  
BUREAU OF ALCOHOL, TOBACCO, AND FIREARMS  
REIMBURSABLE AGREEMENT


Instructions: Please return one signed copy to the Budget Office Headquarters ATF.

Agreement may be amended with the mutual consent of both parties.

<table>
<thead>
<tr>
<th>Date</th>
<th>25 June 2000</th>
</tr>
</thead>
<tbody>
<tr>
<td>POC</td>
<td>Andy Vila</td>
</tr>
<tr>
<td>Contracting Officer</td>
<td>First Operations</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OFAC</th>
<th>$19,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Billing</td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY</th>
<th>2001</th>
</tr>
</thead>
</table>

| Description of Services or Activities, Special Conditions, and Reference to Pertinent Regulations and Communications. |
|                                                                                                                   |

The Bureau of Alcohol, Tobacco, and Firearms (ATF) agrees to reimburse the Department of Justice on charges for TSS provided access to public information database (CDS) links.

Customer will be billed 14,040 per month.

ATF POC: 202-227-202-927

The funding is subject to enactment of the FY 2001 Treasury, Postal Service, and General Government Appropriations.

<table>
<thead>
<tr>
<th>Approval of Reimbursement Agency</th>
<th>Approval of Agency to Be Reimbursed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager, Management Services</td>
<td>Asst. Dir., Business Services</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency Locator Code</th>
<th>Agency Treasury Symbol</th>
</tr>
</thead>
<tbody>
<tr>
<td>22-10-60000</td>
<td>12-15-1200</td>
</tr>
</tbody>
</table>

ATF F 1992.38 ( ) previous editions are obsolete.
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 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 $166,480. 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 my staff at

Sincerely,

Budget Officer

Enclosures
DEPARTMENT OF THE TREASURY  
BUREAU OF ALCOHOL, TOBACCO AND FIREARMS  
REIMBURSABLE AGREEMENT

Authority: Section 601 of the Economy Act of 1932, as amended (5 U.S.C. 1933). Instructions: Please return one signed copy to the Budget Officer, Headquarters, ATF. This agreement may be amended with the mutual consent of both parties.

1. AGREEMENT NUMBER

2. DATE 26-Jun-00

3. TO: Department of Justice  
   Telecommunications Services Staff, 6I, JMD  
   500 First Street, N.W., Suite 430  
   Washington, DC 20530  
   POC: -  
   (202) 514-

4. RESPONSIBLE ATF ORGANIZATION UNIT  
   Chief, Intelligence Officer

5. X OPAC  
   X Monthly  
   + Other Billing Arrangements

6. CONCURRENCE OR PROGRAM OFFICIAL  
   ADALEY, Field Operations

7. CON 1  
   10. DIR  
   11. BUDORG  
   12. PROJECT  
   13. ITEM AMOUNT

<table>
<thead>
<tr>
<th>CONCURRENCE OF PROGRAM OFFICIAL</th>
<th>7. CON</th>
<th>Monthly</th>
<th>10. DIR</th>
<th>11. BUDORG</th>
<th>12. PROJECT</th>
<th>13. ITEM AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>ADALEY, Field Operations</td>
<td>1000</td>
<td></td>
<td></td>
<td>UDDO</td>
<td>168,400.00</td>
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6. FUND TYPE  
10. DIR  
11. BUDORG  
12. PROJECT  
13. ITEM AMOUNT

7. SFY  
8. FUND TYPE  
9. BOC  
12. A. SYSTEMATIZING CLASS

<table>
<thead>
<tr>
<th>SFY</th>
<th>FUND TYPE</th>
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<th>SYSTEMATIZING CLASS</th>
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</thead>
<tbody>
<tr>
<td>2001</td>
<td>1000</td>
<td>2545</td>
<td></td>
</tr>
</tbody>
</table>

14. DESCRIPTION OF SERVICES OR ACTIVITIES, SPECIAL CONDITIONS, AND REFERENCE TO PERTINENT REGULATIONS AND COMMUNICATIONS.

The Bureau of Alcohol, Tobacco and Firearms (ATF) agrees to reimburse the the Department of Justice for charges for TBS provided access to public information database (COD InfoNet).

The funding is subject to enactment of the FY 2001 Treasury, Postal Service, and General Government Appropriations.

ATF POC:  
202-927- 
202-927-

Theater will be billed 14,040 per month.

ATF POC:  
202-927- 
202-927-

Theater will be billed 14,040 per month.

ATF POC:  
202-927- 
202-927-

The theater will be billed 14,040 per month.

ATF POC:  
202-927- 
202-927-

The theater will be billed 14,040 per month.

ATF POC:  
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ATF POC:  
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ATF POC:  
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ATF POC:  
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ATF POC:  
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ATF POC:  
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ATF POC:  
202-927- 
202-927-

The theater will be billed 14,040 per month.
DETERMINATION AND FINDINGS
AUTHORITY TO ENTER INTO AN INTERAGENCY AGREEMENT

Based on the following determination and findings, in accordance with the authority of the Economy Act, 31 U.S.C. 1515, as implemented in the Federal Acquisition Regulation (FAR), Subpart 17.5, the Bureau of Alcohol, Tobacco and Firearms intends to enter into a reimbursable agreement with the Department of Justice to use their Justice Telecommunications System (JUST). JUST would provide the Bureau of Alcohol, Tobacco, and Firearms (ATF) with access to Choice Point Public Sector’s CDB Infotek database subscription service.

FINDINGS


2. Use of an interagency agreement is in the best interest of the Government because a contract price has already been established for the requested items. The Bureau can utilize the Department of Justice’s existing contract with Choicepoint Public Sector for the CDB Infotek database service.

3.

This acquisition will appropriately be made under an existing contract of the Department of Justice, entered into before placement of the order, to meet the requirements of the Department of Justice for the same or similar supplies or services.

DETERMINATION

Based on the above findings, I hereby determine that it is in the best interest of the Government to enter into an Interagency Agreement with the Department of Justice.

[Signature]
Assistant Director (Management)/CFO

Date: 8/21/00
Reimbursable Agreement with the Department of Justice for Justice Telecommunications System Capabilities

Attachments

FROM (Name of originator)

ATTER F 8000.1 (2-98); (Formerly) ATF F 1102-2, which may still be used

DELIVER TO ADDRESSEE PERSONALLY

21
The original agreement estimated billing charges at $16,600 per month. The actual billing charges are $14,040 per month. Total yearly cost will be $168,480. Instead of the $200,920 originally allocated. Please reduce funds by $11,440.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Agreement</td>
<td>$162,000</td>
</tr>
<tr>
<td>Administrative Fees (4%)</td>
<td>$6,480</td>
</tr>
<tr>
<td>New not-to-exceed amount</td>
<td>$168,480</td>
</tr>
</tbody>
</table>

**Cost Breakdown:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget</td>
<td>$168,480</td>
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<tr>
<td>Reduction</td>
<td>$31,520</td>
</tr>
<tr>
<td>Total Reduction</td>
<td>$136,960</td>
</tr>
</tbody>
</table>

**14. DESCRIPTION OF SERVICES OR ACTIVITIES, SPECIAL CONDITIONS, AND REFERENCE TO PREVIOUS REGULATIONS AND COMMUNICATIONS.**
Ms.
Assistant Director, BBS
Department of Justice
Telecommunications Services Staff, IRM, JMD
500 First Street, NW, Suite 430
Washington, D.C. 20530

Dear Ms.

Enclosed is a signed addendum to the FY 2000 reimbursable agreement between the Bureau of Alcohol, Tobacco and Firearms (ATF) and the Department of Justice (DOJ). Actual billing charges are lower than estimated, therefore, this agreement is being reduced by $37,440 for a revised total of $168,480, for the use of their Justice Telecommunications System to access COB Infotek database subscription.

Please sign the enclosed 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

Sincerely,

Budget Officer

Enclosures
DETERMINATION AND FINDINGS
AUTHORITY TO ENTER INTO AN INTERAGENCY AGREEMENT

Based on the following determination and findings, in accordance with the authority of the Economy Act, 31 U.S.C. 1535, as implemented in the Federal Acquisition Regulation (FAR), Subpart 17.5, the Bureau of Alcohol, Tobacco and Firearms intends to enter into a reimbursable agreement with Department of Justice to use their Justice Telecommunications System (JUST). JUST would provide the Bureau of ATF with access to Choicepoint Public Sector’s CDB Infotek data base subscription service.

FINDINGS

1. The Bureau of Alcohol, Tobacco and Firearms, Intelligence Division would like to modify the order to decrease the amount by $37,440 base on the actual cost of $14,040 per month access fee instead of the original allocation of $16,500 per month.

   We have received the billing for the first seven months and the invoices are $14,040 per month.

2. Use of an interagency agreement is in the best interest of the Government. (Insert Reason)

   “NOT APPLICABLE”

3. (Supply and/or Service) cannot be provided as conveniently or cheaply by commercial enterprise. (Insert Reason)

   “NOT APPLICABLE”

DETERMINATION

Based on the above findings, I hereby determine that it is in the best interest of the Government to modify the Interagency Agreement

[Signature]

Assistant Director (Management)/CFO

8/16/00

Date
Ms.
Assistant Director, P&S
Department of Justice
Telecommunications Services Staff, IRM, JMD
500 First Street, NE, Suite 430
Washington, DC 20536

Dear Ms.,

Enclosed is a signed FY 2000 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 CBO Infotek database subscription in an amount not to exceed $35,920.00.

Please complete the Approvals section of this agreement and return the original to the following address:

Bureau of Alcohol, Tobacco and Firearms
Financial Management Division
Attention: Budget Branch, Room 4120
P.O. Box 51971
Washington, DC 20091-1971

If you have any questions, please contact me on (202) 927-

Sincerely,

Budget Officer

Enclosure
Ms. [Redacted],
Assistant Director, BBS
Department of Justice
Telecommunications Services Staff, IRM, JMD
500 First Street, NW, Suite 430
Washington, DC 20591

Dear [Redacted],

Enclosed is a signed FY 2000 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 CBP Infotek database subscription in an amount not to exceed $205,920.00.

Please complete the approvals section of this agreement and return the original to the following address:

Bureau of Alcohol, Tobacco and Firearms
Financial Management Division
Attention: Joyce Pruitt
Budget Branch, Room 4120
P.O. Box 51871
Washington, DC 20091-1071

If you have any questions, please contact my staff on (202) 327-

Sincerely,

[Redacted]
Budget Officer

Enclosure

## SENSITIVE DOCUMENT TRANSMITTAL COVER SHEET

**A SENSITIVE DOCUMENT IS ATTACHED**

<table>
<thead>
<tr>
<th>DISTRIBUTION</th>
<th>RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO (Name of official(s) to receive document)</td>
<td>INITIALS</td>
</tr>
<tr>
<td>1. Asst. Financial Manager (Budget)</td>
<td></td>
</tr>
<tr>
<td>2. Chief, Acquisitions</td>
<td>10/15/99</td>
</tr>
<tr>
<td>3. Financial Manager/Deputy CFO</td>
<td>10/15/99</td>
</tr>
<tr>
<td>4. Asst. Director (Management)/CFO</td>
<td>10/15/99</td>
</tr>
</tbody>
</table>

### DISPOSITION

<table>
<thead>
<tr>
<th>ACTION</th>
<th>COORDINATION</th>
<th>FILE</th>
<th>PREPARE REPLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>APPROVAL FOR CLEARANCE INVESTIGATE DESTROY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CIRCULATE</th>
<th>FOR YOUR INFORMATION NOTE AND RETURN</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>SIGNATURE</td>
</tr>
</tbody>
</table>

### REMARKS

Attached is a FY 2000 reimbursable agreement with the Department of Justice (DOJ). In this agreement, ATF agrees to reimburse DOJ for the use of the Justice Telecommunications System to access GB Infotek database subscription in an amount not to exceed $205,920.

Please sign the enclosed agreement, memorandums of understanding and determination and findings statement.

Once signed, please contact the Budget office for pick-up on 7-8878.

Thank you.

Attachments.

Authority is Economy Act, Extorted Services, Signature required

Room 4220, (202) 927

ATF F 110021290

DELETER TO ADDRESSEE PERSONALLY
U.S. Department of Justice
Reimbursement Agreement Between Agencies

Provider to the Agreement

<table>
<thead>
<tr>
<th>Provider Name</th>
<th>Provider Number</th>
<th>Service Code</th>
<th>Provider City</th>
<th>State</th>
<th>Zip</th>
<th>Customer Name</th>
<th>Customer Number</th>
<th>Customer Address</th>
<th>Agreement Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telecommunications Services Staff, IWM, JMD</td>
<td>EPS</td>
<td>1J2</td>
<td>Washington, DC</td>
<td>20530</td>
<td>20526</td>
<td>Telecommunications Services Staff, IWM, JMD</td>
<td>1202514-8375</td>
<td>520 Massachusetts Avenue, NE</td>
<td>202-927-</td>
</tr>
</tbody>
</table>

Customer to the Agreement

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>Customer Number</th>
<th>Customer Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>520 Massachusetts Avenue, NE</td>
<td>1202514-8375</td>
<td>520 Massachusetts Avenue, NE</td>
<td>Washington, DC</td>
<td>20526</td>
<td>20526</td>
</tr>
</tbody>
</table>

Provider Contact Information

<table>
<thead>
<tr>
<th>Provider Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Customer Contact Information

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Durations

This Agreement shall become effective October 1, 1999 and shall continue through September 30, 2000

Provider Explanation of Work or Services to be Performed and Basis for Determining Cost:

Charges for TES provided access to public information database (CBS Infotek) for the Bureau of Alcohol, Tobacco & Firearms.

Customer will be billed $16,800 per month ($6,510 per part per month x 3 parts), plus a 4 percent administration fee.

Contracting Officer, Air

Estimated Amount

$205,900

Customer Information

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

<table>
<thead>
<tr>
<th>Agency Location Code</th>
<th>Appropriation Symbol</th>
<th>DQN</th>
<th>FY</th>
<th>FYPatch</th>
<th>PROJ</th>
<th>BOC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Other Accounting Information (Where applicable, multiple Obligation (OB) and SOC data should be identified in this block. Customer not using the PMES may use this block to describe vendor data required for their accounting systems.)


Approbation

(See reverse side of form.)

Approved for Provider Office:

<table>
<thead>
<tr>
<th>Organization</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telecommunications Services Staff</td>
<td>Assistant Director, IWM</td>
</tr>
</tbody>
</table>

Approved for Customer Office:

<table>
<thead>
<tr>
<th>Organization</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature:

[Signature]

when interfund billing data are manually submitted to the billing office, the Provider Interfund Data sheet on the reverse side must be completed by the provider of the goods or service.

[Signature]

Assistant Director (Management)/CFO
Bureau of Alcohol, Tobacco & Firearms
<table>
<thead>
<tr>
<th>Billing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
</tr>
<tr>
<td><strong>Address</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>City</strong></td>
</tr>
<tr>
<td><strong>State</strong></td>
</tr>
<tr>
<td><strong>Zip</strong></td>
</tr>
<tr>
<td><strong>Contact</strong></td>
</tr>
</tbody>
</table>

**Conditions of Agreement**

1. **Funding:**
   The charges for services shall include both direct and indirect costs applicable to the agreement. Advance payments are made on an estimated cost basis. If the estimated advance is different from the actual costs, proper adjustment (refund or additional billing) on the basis of the actual costs incurred shall be made upon completion of the work. (The frequency of billing, such as monthly, quarterly, etc., must be stated in the narrative portion of the form.)

2. **Other Provisions:**
DETERMINATION AND FINDINGS
AUTHORITY TO ENTER INTO AN INTERAGENCY AGREEMENT

Based on the following determination and findings, in accordance with the authority of the Economy Act, 31 U.S.C. 1535, as implemented in the Federal Acquisition Regulation (FAR), Subpart 17.5, the Bureau of Alcohol, Tobacco and Firearms intends to enter into a reimbursable agreement with the Department of Justice to use their Justice Telecommunications System (JUST). JUST would provide the Bureau of Alcohol, Tobacco, and Firearms (ATF) with access to Choicepoint Public Sector’s CDB Infotek data base subscription service.

FINDINGS

1. The Bureau of Alcohol, Tobacco and Firearms, Special Operations Division, has $205,920 available to spend on the CDB Infotek data base service. This service is required in support of Bureau investigative activities. CDB Infotek provides access to open source data bases.

2. Use of an interagency agreement is in the best interest of the Government because a contract price has already been established for the requested items. The Bureau can utilize the Department of Justice’s existing contract with Choicepoint Public Sector for the CDB Infotek data base service.

3. This acquisition will appropriately be made under an existing contract of the Department of Justice, entered into before placement of the order, to meet the requirements of the Department of Justice for the same or similar supplies or services.

DETERMINATION

Based on the above findings, I hereby determine that it is in the best interest of the Government to enter into an Interagency Agreement with the Department of Justice.

[Signature]
Assistant Director (Management)/CFO

Date: 10/15/09
Memorandum of Understanding

Between

The Department of Justice, Justice Management Division,
Telecommunications Services Staff

and the

Bureau of Alcohol, Tobacco, and Firearms,
Intelligence Division

Subject: Bureau of Alcohol, Tobacco, and Firearms, Intelligence Division, access to public information system services.

Introduction: The Telecommunications Services Staff (TSS) provides common user telecommunications facilities and services to support departmental and component organizational activities.

Purpose: The TSS is to provide access to public information through a commercial services provider to the Bureau of Alcohol, Tobacco, and Firearms, Intelligence Division, as designated by Bureau of Alcohol, Tobacco, and Firearms, Intelligence Division.

Scope: This memorandum of understanding requires that the Bureau of Alcohol, Tobacco, and Firearms, Intelligence Division, be given access to the TSS provided public information services.

Responsibilities

The TSS will: provide for the implementation and activation of the public information services.
The Bureau of Alcohol, Tobacco, and Firearms, Intelligence Division, will provide funding in accordance with the Reimburseable Agreement; identify the office location; identify a technical point of contact at each office location; identify billing recipient and location; certify billing invoices; conduct an evaluation at the end of the duration date or when funds are exhausted; and notify the TSS as to the continuation and/or expansion of the service.

Support: Mutual assistance shall be provided at the Bureau of Alcohol, Tobacco, and Firearms, Intelligence Division, by telephone number (202) 927- , and at the DOJ/TSS by telephone number (202) 514- .

Assistant Director
Budget and Billing Staff
Telecommunication Services Staff

Assistant Director
(Field Operations)

Assistant Director
(Management)/CFO
**Receiving Report**

Quantity in the "Quantity Accepted" column on the face of the order has been:  
- [ ] inspected,  
- [ ] accepted,  
- [ ] received  
by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

<table>
<thead>
<tr>
<th>SHIPMENT NUMBER</th>
<th>DATE RECEIVED</th>
<th>SIGNATURE OF AUTHORIZED U.S. GOVT. REP.</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARTIAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FINAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Containers:**

- [ ] received

**Gross Weight:** [ ] received at [ ]

**Title:**

---

**Report of Rejections**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>UNIT</th>
<th>QUANTITY REJECTED</th>
<th>REASON FOR REJECTION</th>
</tr>
</thead>
</table>

---

[Optional form D-7 (Rev. 6/98) Back]

---

35
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
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<tr>
<td>0001</td>
<td>CREDIT CHECKS FOR PERSONNEL SECURITY PROGRAM</td>
<td>1.00 ea</td>
<td></td>
<td>7,972.87</td>
<td>7,972.87</td>
<td></td>
</tr>
</tbody>
</table>

Reference: 

Extended Description: 
PERSONS AUTHORIZED TO REQUEST REPORTS ARE:

Start Date: 10/01/2000
End Date: 09/30/2001

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17) $7,972.87
<table>
<thead>
<tr>
<th>Table of Contents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Commercial Clauses</td>
</tr>
<tr>
<td>Classed By Reference</td>
</tr>
</tbody>
</table>
COMMERCIAL CLAUSES

1  52.252-02  CLAUSES INCORPORATED BY REFERENCE

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 [web address]:

http://www.arnet.gov/5r/

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.212-04</td>
<td>Contract Terms and Conditions—Commercial Items</td>
<td>March 2001</td>
</tr>
<tr>
<td>52.212-05</td>
<td>Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items</td>
<td>February 2001</td>
</tr>
<tr>
<td>52.215-00</td>
<td>Notice of Total Small Business Set-Aside</td>
<td>July 1996</td>
</tr>
<tr>
<td>52.232-25</td>
<td>Designation of Office for Government Receipt of Electronic Funds Transfer Information</td>
<td>May 1999</td>
</tr>
<tr>
<td>52.252-02</td>
<td>Clauses Incorporated By Reference</td>
<td>February 1998</td>
</tr>
</tbody>
</table>
MEMORANDUM TO: Contract File
FROM: Contracting Officer
SUBJECT: Justification for the Use of Options

In accordance with FAR 17.205 the Contracting Officer has determined that option periods are necessary for the acquisition of CD-ROM for investigative purposes. The reasoning is as follows:

The Bureau will provide notice to the contractor of our intent to exercise an option period prior to the expiration of the contract.
PART: C.S. GOVERNMENT PROCUREMENTS
SUBPART: SERVICES
CLASSIFIED: D-- Information Technology Services, including Telecommunication Services
OFFADD: Department of the Treasury, Bureau of Alcohol, Tobacco and Firearms (ATF), Acquisition and Property Management Division, 650 Massachusetts Avenue, N.W., Room 3290, Washington, DC, 20226
SUBJECT: D-- AUTORACK XF DATABASE SUBSCRIPTION SERVICE
SOL: BMTF00-01
DUE: 12/7/99
PEC: Charles Logan, Contract Specialist, Phone (202) 927-7117, Fax (202) 927-7311, Email chlogan@atfhq.afi.treas.gov - Charles Logan, Contract Specialist, Phone (202) 927-7117, Fax (202) 927-7311, Email
DESC: BATF intends to negotiate with Database Technologies, Inc. (DBT), 4530 Blue Lake Drive, Boca Raton, FL 33431, under GSA URC 253(c)(1)-Only One Responsible Source, for our requirement for Open Source Data Base Subscription Services. We require access to public records data bases in support of investigative activity. This support is required immediately and must be provided on a 24-hour per day basis. Requirements are (1) access to state of the art information data base specializing in high-speed, economical access to over one billion open source public records; (2) immediate access to the open source data (no development time permitted); (3) a Web based system interface for users that will work on Windows 95/NT client workstations; (4) Access for unlimited number of Bureau users; (5) 24 hour per day, 365 days per year system availability; (6) 24 hour per day telephone customer support availability; (7) free hands-on training; (8) 800 telephone number for customer support; (9) data available must include, but not be limited to, federal, state, local and private (i.e., insurance companies, credit headers) public records i.e., names, addresses, telephone numbers, vehicle information, (i.e., automobile, vessel, aircraft), professional licenses information; both current and historical data. Contract will be for one year with four one-year option periods. Contractor shall provide monthly usage report, by user/user group, for transaction activity during specified timeframe. This contract will be firm fixed-price and negotiated under Part 12, Acquisition of Commercial Items, of the Federal Acquisition Regulation. Interested parties may submit a technical and cost proposal to the address listed herein. The technical proposal shall detail how the offeror would meet each of the requirements listed herein. Simply stating that the offeror agrees to meet these requirements is not acceptable. Explanations are required along with pricing for the base year and optional option periods. Contact phone number is (202) 927-7717 and FAX number: (202) 927-7311. See numbered notes 22 and 25.
LINKURL: http://www.epm.gov/cgi-bin/WebObjects/EPS7ACode=4ProjID=BMTF00-01&Loc=17
LINKDESC: Visit this URL for the latest information about this notice
EMAILADD: chlogan@atfhq.afi.treas.gov
EMAILDESC: Charles Logan
cite: (p-317 0191766)
AUTOTRACK XP DATABASE SUBSCRIPTION SERVICE

General Information

Document Type:    Presolicitation Notice
Solicitation Number: BATF00-01
Posted Date:      Oct 14, 1999
Response Date:    Dec 07, 1999
Archive Date:     Dec 22, 1999
Classification Code: D - Information technology services, including telecommunications services

Contracting Office Address

Department of the Treasury, Bureau of Alcohol, Tobacco and Firearms (ATF), Acquisition and Property Management Division, 650 Massachusetts Avenue, N.W., Room 3290, Washington, DC 20226

Description

BATF intends to negotiate with Database Technologies, Inc. (DBT), 4530 Blue Lake Drive, Boca Raton, FL 33431, under 41 USC 253(c)(1)-Only One Responsible Source, for our requirement for Open Source Data Base Subscription Services. We require access to public records data bases in support of investigative activity. This support is required immediately and must be provided on a 24-hour per day basis. Requirements are (1) access to state of the art information data base specializing in high-speed, economical access to over one billion open source public records; (2) immediate access to the open source data (no development time permitted); (3) a WEB based system interface for users that will work on Windows 95/NT client workstations; (4) Access for unlimited number of Bureau users; (5) 24 hour per day, 365 days per year system availability; (6) 24 hour per day telephone customer support availability; (7) free hands-on training; (8) 800 telephone number for customer support; (9) data available must include, but not be limited to, federal, state, local and private (i.e., insurance companies, credit headers) public records i.e., names, addresses, telephone numbers, vehicle information, (i.e. automobile, vessel, aircraft), professional license information, both current and historical data. Contract will be for one year with four one-year option periods. Contractor shall provide monthly usage report, by user group, for transaction activity during specified timeframe. This contract will be firm fixed-price and negotiated under Part 12, Acquisition of Commercial Items, of the Federal Acquisition Regulation. Interested parties may submit a technical and cost proposal to the address listed herein. The technical proposal shall detail how the offeror would meet each of the requirements listed herein. Simply stating that the offeror agrees to meet these requirements is not acceptable. Explanations are required along with pricing for the base year and each option period. Contact
phone number is (202) 927-7717 and FAX number (202) 927-7311. See numbered notes 22 and 26.

Point of Contact

Charles Logan, Contract Specialist, Phone (202) 927-7717, Fax (202) 927-7311, Email chlogan@atfhq.ATF.treas.gov

Charles Logan, Contract Specialist, Phone (202) 927-7717, Fax (202) 927-7311, Email chlogan@atfhq.ATF.treas.gov

Email your questions to Charles Logan at chlogan@atfhq.ATF.treas.gov

Register to Receive Notification

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Government-wide Numbered Notes
TREAS -Specific Numbered Notes

You may return to Business Opportunities at:

- TREAS Bureau of Alcohol, Tobacco and Firearms (ATF) listed by [Posted Date | Classification Code]
- TREAS Agencywide listed by [Posted Date | Classification Code]

[Home] [SEARCH synopses] [Procurement Reference Library]
DEPARTMENT OF THE TREASURY
JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION
(JOFOC)

I recommend that the U.S. DEPARTMENT OF THE TREASURY use other than full and open competition for the acquisition of the following supplies or services. If this acquisition is to be made with only one source or a limited number of sources, negotiations will be conducted with the indicated proposed supplier(s):

1. DESCRIPTION OF SUPPLIES OR SERVICES

   Autotrack XP database subscription service.

2. REQUISITION NO.   4. NAME(S) OF PROPOSED SOURCE(S)

3. COST ESTIMATE

   DBT Online, Inc.
   4530 Blue Lake Drive
   Boca Raton, FL 33431
   561-982-5800

REQUESTING OFFICE CERTIFICATION

I certify that the attached justification is accurate, and contains complete data necessary to support the recommendation for other than full and open competition.

5. REQUESTING OFFICE REPRESENTATIVE (Name & Title) (Signature) (Phone No.) (Date)

   Chief, Intelligence Systems Br.   [Signature]   202-927   03/3/99

SMALL BUSINESS CERTIFICATION

I have conducted a search of vendor files, SF-128s, the Treasury Contractor Profile Data Base on the World Wide Web and SSA’s PASS system to locate potential offerors for this procurement. If any were found, a list is attached.

6. SMALL BUSINESS SPECIALIST (Name & Title) (Signature) (Phone No.) (Date)

   [Signature]   [Phone No.]   11/17/99

PROCUREMENT OFFICE CERTIFICATION

☐ This requirement will ☐ will not provide for a bridge contract.

I certify that this submission is accurate, and that it contains complete information necessary to enable approving officials to make an informed recommendation for approval or disapproval.

7. ASSIGNED CONTRACTING OFFICER (Name) (Signature) (Phone No.) (Date)

   [Signature]   [Phone No.]   10/6/99

A. Chief, APMD
15. JUSTIFICATION (Attach additional pages if needed)

(a) Demonstration that the proposed contractor's who are qualifications or the nature of the acquisition requires use of the authority cited.

See attached.

(b) Description the efforts taken to ensure others were solicited from a number potential sources as is practicable, including whether a commerce bulletin or notice was or will be published as required by Subpart 1.2 and, if not, which exception under 1.102 applies.

See attached.

(c) Demonstration that the anticipated cost to the government will be fair and reasonable.

See attached.
15. JUSTIFICATION CONTINUES (Attach additional pages if needed)

- List the actions the Bureau will take to promote competition on any subsequent acquisitions for similar supplies or services.

16. STATEMENT THAT REQUIREMENT DOES NOT RESULT FROM A LACK OF PLANNING OR THE EXTINGUISHMENT OF FUNDS.

See attached.

16. COMPETITION REVIEW BOARD RECOMMENDATION (OPTIONAL)

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ADDITIONAL APPROVALS

17. BUREAU COMMISSION ADVOCATE (Name & Title)

- APPROVE
- DISAPPROVE

18. BUREAU HEAD OR SENIOR EXECUTIVE SERVICE DESIGNEE (Name & Title)

- APPROVE
- DISAPPROVE

19. SENIOR PROCUREMENT EXECUTIVE (Name & Title)

- APPROVE
- DISAPPROVE

Note: Each review shall be preceded by lower level Approvals, i.e., per definitions of approvals as outlined. In no case will any individual sign more than one approval level.
Justification

This will serve to justify the AUTOTRACY XP/Autotrack XP subscription service. The contract should include the base year of FY 2030 with four additional option years.
In conclusion, with continued service of AUTOTRACK XP, ATF maintains its powerful data searches and unique comprehensive reporting capabilities to better serve the overall mission of the Intelligence Division in providing up-to-date and quality information in support of their enforcement techniques, as well as the overall mission of the Bureau.