INDIVIDUAL TRANSACTION PLAN

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

The acquisition team consists of

Specialist/Contracting Officer and
Officer's Technical Representative (OTR).

Contract
Contracting

(a) Acquisition Background and Objectives

(1) Statement of Need

(2) Applicable Conditions

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

(3) Cost

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

(4) Capability or Performance

This product is available from DBT Online, Inc., Boca Raton, FL.
(5) Delivery or Performance-period Requirements

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

(6) Trade-offs

(7) Risks

(8) Acquisition Streamlining

(b) Plan of Action

(1) Sources

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

(2) Competition

A notice has been placed in the Commerce Business Daily in accordance with FAR Part 3 indicating our intention to negotiate on a sole source basis with DBT Online.

(3) Source Selection Procedures

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

(4) Contracting Considerations

The requirements of this acquisition are sufficiently well defined to support a firm-fixed price contract.
5) **Budgeting and Funding**
The budget estimate was arrived at by the requisitioning office based upon their experience in dealing with this sort of requirement.

6) **Product Descriptions**

7) **Priorities, Allocations and Allotments**
Not applicable

8) **Contractor vs. Government Performance**
See number 6 above.

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

10) **Management Information Requirements**
Not applicable.
(11) Make or Buy
Not applicable

(12) Test and Evaluation

(13) Logistics Considerations
Not applicable

(14) Government Furnished Property
Not applicable.

(15) Government Furnished Information
Not applicable.

(16) Environmental and Energy Conservation Objectives
Not applicable.

(17) Security Considerations
The solicitation and any resultant contract will be/have been reviewed by the Bureau's Personnel Security Officer and the Program Manager for Information Systems Security prior to issuance and any recommended changes will be made.

(18) Other Considerations
Not applicable.
Milestones for the Acquisition Cycle

a. Acquisition plan approval ......................... 11/09/99
b. Statement of work approval ....................... 11/09/99
d. Purchase/action request receipt .................. N/A
e. Issuance of synopsis .............................. 10/14/99
f. All bureau reviews completed .................... 11/09/99
g. Issuance of solicitation ........................... 11/10/99
h. Proposal closing date ............................ 12/17/99
i. Evaluation of proposal completed ................ 12/21/99
j. Negotiations completed ........................... 12/28/99
k. Contract preparation, review and clearnances completed .................. 01/08/00
l. Contract awarded .................................. 01/09/00

Reviewed: C.O.T.R.  
Approved: Contracting Officer

Date
Date

55
BIDDER'S MAILING LIST FOR SOLICITATION NO. BATF 00-01

(1) Database Technologies, Inc.

Attn: 
4530 Blue Lake Drive
Boca Raton, FL 33431
## SECTION C  • CONTRACT CLAUSES

### C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<table>
<thead>
<tr>
<th>FAR NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>52.212-4</td>
<td>CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS</td>
<td>MAY 1999</td>
</tr>
<tr>
<td>52.217-8</td>
<td>OPTION TO EXTEND SERVICES</td>
<td>AUG 1989</td>
</tr>
<tr>
<td>52.232-33</td>
<td>PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION</td>
<td>MAY 1999</td>
</tr>
</tbody>
</table>

### C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 1999)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

1. 52.222-3, Convict Labor (E.O. 11755); and
2. 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

( ) 52.219-3, Notice of WOSBZone Small Business Set-Aside (Jan 1999).

( ) 52.219-4, Notice of Price Evaluation Preference for C-1
HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).


[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)(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).


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

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


[18]. [Reserved]

C-2
(19) 52.225-18, "European Union Sanctions for End Products (E.O. 12849)."

(20) 52.225-19, European Union Sanctions for Services (E.O. 12849).


(ii) Alternate I of 52.225-21.

(22) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (31 U.S.C. 3332).

(23) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (31 U.S.C. 3332).


(25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).


(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.


(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
(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 dispute, 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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.gsa.gov

<table>
<thead>
<tr>
<th>FAR NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
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<tbody>
<tr>
<td>52.212-1</td>
<td>INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS</td>
<td>JUN 1999</td>
</tr>
</tbody>
</table>

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

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

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

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding
contract without further action by either party. Before the offer's specified expiration time the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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

(a) Definitions. As used in this provision:

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

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

Small disadvantaged business concern means a small business concern that—

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

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

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

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

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

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M). (1) Taxpayer Identification Number (TIN).

| X | TIN: ________ |
|   | TIN has been applied for. |
|   | TIN is not required because: |
|   | Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.; |
|   | Offeror is an agency or instrumentality of a foreign government; |
|   | Offeror is an agency or instrumentality of a Federal, state, or local government; |
|   | Other. State basis. ________________ |

(2) Corporate Status.

☑ Other corporate entity;

|   | Not a corporate entity; |
|   | Sole proprietorship |
|   | Partnership |

|   | Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a). |

(3) Common Parent.

|   | Offeror is not owned or controlled by a common parent. |

Name and TIN of common parent:

Name: DRT Geles, Inc. ____________________________

TIN: ____________________________

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

E-1
(1) Small business concern. The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

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

(4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.

(i) (Complete only for solicitations indicated in an addendum as being for one of the Targeted Industry Categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

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

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

E-4
terms of annual receipts

<table>
<thead>
<tr>
<th>Number of Employees</th>
<th>Average Annual Gross Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 or fewer</td>
<td>$1 million or less</td>
</tr>
<tr>
<td>51-100</td>
<td>$1,000,001-$2 million</td>
</tr>
<tr>
<td>101-250</td>
<td>$2,000,001-$3.5 million</td>
</tr>
<tr>
<td>251-500</td>
<td>$3,500,001-$5 million</td>
</tr>
<tr>
<td>501-750</td>
<td>$5,000,001-$10 million</td>
</tr>
<tr>
<td>751-1,000</td>
<td>$10,000,001-$17 million</td>
</tr>
<tr>
<td>Over 1,000</td>
<td>Over $17 million</td>
</tr>
</tbody>
</table>

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint
venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(iii) Address. The offeror represents that its address [ ] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arment.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or on the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(d) Representations required to implement provisions of Executive Order 12466:

(1) Previous Contracts and Compliance. The offeror represents that:

(i) It [ ] has, [X] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

(ii) It [X] has, [ ] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that:

(i) It [X] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments

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

(2) Excluded End Products:

<table>
<thead>
<tr>
<th>Line item No.</th>
<th>Country of origin</th>
</tr>
</thead>
<tbody>
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<td></td>
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(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(4) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

---

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(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

<table>
<thead>
<tr>
<th>Line item No.</th>
<th>Country of origin</th>
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</thead>
<tbody>
<tr>
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</table>

(List as necessary)

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

E-8
each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at §2.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(ii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

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(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that:

(1) The offeror and/or any of its principals [ ] are, [X] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [ ] Have, [X] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and [ ] are, [X] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

[Signature]

[Date: 12/4/49]

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

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

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

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

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

E-10
January 5, 2000

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

Dear,

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

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

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

Sincerely,

[Signature]

Director of Law Enforcement Sales
DETERMINATION OF RESPONSIBILITY

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

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

12/13/99

Approved: ____________________
Contracting Officer

[Signature]
Department of Treasury
Bureau of Alcohol, Tobacco & Firearms
Washington, DC 20226

DATABASE TECHNOLOGIES, INC.
4330 Blue Lake Drive
Boca Raton, FL 33431

This amendment applies only to amendments of solicitations.

The above referenced solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers are extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified for the solicitation or as amended, by one of the following methods:
(a) By completing items 6 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer; and (c) By sending a letter, or a completion of item 15, and returning a copy of the amendment.

The purpose of this modification number 1 is to:
(1) Extend the period of performance from 3/27/01 through 3/27/01.
(2) Provide $384,000 in funding to cover for services rendered in Option Year One.

The contractor is to reference this Contract No. Taft 00-09 and tracking number AT010009 when submitting invoices.

The contractor/offeror is required to sign this document and return a copy to the issuing office.

The purpose of this modification number 1 is to:
(1) Extend the period of performance from 3/27/01 through 3/27/01.
(2) Provide $384,000 in funding to cover for services rendered in Option Year One.

The contractor is to reference this Contract No. Taft 00-09 and tracking number AT010009 when submitting invoices.

Signature of person authorized to sign

JAN 69930-3324716
PREVIOUS EDITION IMMUSABLE

STANDARD FORM 30 (REV. 10-81) Prescribed by USA

FEB 12 2019

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTSORDERs, IT MODIFIES THE CONTRACTORDER NO. AS DESCRIBED IN ITEM 14.

14. DESCRIPTION OF AMENDMENT/MODIFICATION PROVIDED BY THE CONTRACTOR, INCLUDING MODIFICATION CONTRACT AMENDMENT NUMBER (if applicable)

15. AMENDMENT/MODIFICATION NUMBER:

16. DATE (SEE ITEM 15)

17. MODIFICATION OF CONTRACT/ORDER

18. CODE

19. DATED (SEE ITEM 15)

20. CODE

21. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

22. AMENDMENT OF SOLICITATION NO.

23. AMENDMENT OF SOLICITATION NO.

24. MODIFIED CONTRACT/ORDERNo.

25. CODE

26. CODE

27. MODIFIED CONTRACT/ORDERNo.

28. CODE

29. CODE

30. CODE

31. CODE

32. CODE

33. CODE

34. CODE

35. CODE

36. CODE

37. CODE

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187. CODE

188. CODE

189. CODE

190. CODE

191. CODE

192. CODE

193. CODE

194. CODE

195. CODE
The purpose of this modification number two is to explain on page 2.
The purpose of this modification number 2 is to:

(1) Extend the period of performance from 3/27/02 through 3/27/03 and

(2) Provide $398,400 in funding to cover for services required in Option Year Two. This action changes the dollar value of the contract to date from $756,000 to $1,154,400. The contract’s ceiling is $1,994,400.

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

1. **DATE OF ORDER**: 12/12/20021
2. **CONTRACT NO.** (If any): 
3. **ORDER NO.**: ATT3100009009
4. **REQUISITION/REFERENCE NO.** (If any): See Lines
5. **ISSUING OFFICE** (Address correspondence to):
   - Charles H. Logan (502) 287-7171
   - Bureau of AT&T
   - Washington, DC 20226
6. **SHIP TO**:
   - City: Washington
   - State: DC
   - Zip Code: 20226
   - Ship Via: 

**COMPANY NAME**
DeepBlue Technologies Inc

5360 Blue Lawn Drive

**CITY**
Boca Raton

**STATE**: FL

**ZIP CODE**: 33431

**B.I.G. SHEET**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>MODIFICATION</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT ACCEPTED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SEE LINE ITEM DETAIL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FIND - THE OBLIGATING DOCUMENT IS THE SF-30, COPY ATTACHED.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

18. **SHIPPING POINT**

19. **GROSS SHIPPING WEIGHT**

20. **INVOICE NO.**

21. **MAIL INVOICE TO**: No Contacts Identified

Financial Management Division

P.O. Box 51071

Washington

1-800-800-1588

17(a) TOT.

17(b) MTD TOT.

17(c) TOTAL

22. **UNITED STATES OF AMERICA BY**

23. **NAME (Typed)**

**Supplies OR Services**

**Quantity Ordered**

**Unit Price**

**Amount Accepted**

**See Billing Instructions On Reverse**

**SIGNED**

[Signature]

[Date: 12/12/20021]

[Place: Washington, DC]
If required, 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 chooses to submit an invoice, the following information must be provided: contract number (if any), order number, item number, description of supplies or services, sizes, 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 postal post), the billing must be supported by a list of items or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

### RECEIVING REPORT

<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>
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<td></td>
<td></td>
</tr>
<tr>
<td>FINAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL CONTAINERS</th>
<th>GROSS WEIGHT</th>
<th>RECEIVED AT</th>
<th>TITLE</th>
</tr>
</thead>
</table>

### 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 347 (Rev. 4/95) Back**
### ORDER FOR SUPPLIES OR SERVICES

**DATE OF ORDER:** 12/12/001  
**CONTRACT NO.:**  
**ORDER NO.:** ATT010001S0001

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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</thead>
</table>
| 0001     | **MODIFICATION**  
This Order (reference block 3) is hereby modified to reflect the following changes:

CHANGE TO DELIVERY DESCRIPTION, Performance Period, Unit Price  
The performance period is to provide funding for services on the following dates during Option Year Two of the contract covering the period from March 27, 1999 through June 30, 2000. The $238,400.00 obligation for this option changes the total value of this option, Total O&M, from $776,000.00 to $1,154,400.00. The funding period is March 27, 2000. Delivery Date:

<table>
<thead>
<tr>
<th>Delivery Date</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/27/2002</td>
<td>03/27/2002</td>
<td>06/30/2002</td>
</tr>
</tbody>
</table>

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17)  
398,400.00

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17):**  
398,400.00

**OPTIONAL FORM 348 (FL Flynn):**  
Prepared by OSA-FAR (84 CFR)
<table>
<thead>
<tr>
<th>Funding Strip Code</th>
<th>Change in Funded Amount</th>
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<tbody>
<tr>
<td></td>
<td>$398,400.00</td>
</tr>
</tbody>
</table>

Reference Requisition: [No reference mentioned]
Department of Treasury
Bureau of Alcohol, Tobacco & Firearms
Washington, DC 20226

NAME AND ADDRESS OF CONTRACTOR (Inc., street, city, state and ZIP Code)

DATABASE TECHNOLOGIES, INC.
4530 Blue Lake Drive
Boca Raton, FL 33431

CODE

1) 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 as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning, where applicable, a copy of the amendment, or (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 ACKNOWLEDGMENT TO REACH US ON OR BEFORE THE HOURS AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. It is your responsibility to check for change of offer already submitted, such change may be made by telegram or letter, provided each amendment or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

18 ACCOUNTING AND APPROPRIATION DATA BY DEPARTMENT

2001

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: Add an item here to specify how the changes set forth in Item 14 are made in the contract/offer.

B. THE MODIFIED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES such as change in period, appropriation data, etc. SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.1802.

C. THIS SUPPLEMENTAL AGREEMENT ENTERS INTO PURSUANCE TO AUTHORITY OF: Add an item here to specify authority.

D. OTHER (Specify type of modification and authority)

X FAR 52.217-8 Option to Extend Services

E. IMPORTANT: Contractor is not required to sign this document and return copies to the issuing office. The purpose of this modification number 1 is to:

(1) Extend the period of performance from 3/27/01 through 1/27/02.
(2) Provide $384,000 in funding to cover for services rendered in Option Year One.
(3) Contractor is required to reference this Contract No. Taef 00-09 and tracking number NTT01009 when submitting invoices.

Exception: This is a contract giving preference to veterans and small businesses. The contractor is responsible for ensuring that all offers and solicitations are fair and open to all qualified suppliers. This contract number is not to be used for any other purpose.

NAME AND TITLES OF SIGNER

1) NAME AND TITLE OF SIGNING OFFICER (Type or Print)

2) NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)

STANDARD FORM 30 (REV. 10-63) Prepared by OSA
FAR 10-2CFR 33.241

30-105
## ORDER FOR SUPPLIES OR SERVICES

**DATE OF ORDER:** 03/12/2001  
**CONTRACT NO. (If any):** Tat009

**ORDER NO.:** ATT01009

**REQUISITION/REFERENCE NO.:**

5. **SCHENK OFFICE (Address correspondence to):**
   ACQUISITION DIVISION
   650 Massachusetts Avenue, NW, Room 7150
   Washington, DC 20228

6. **CITY:** Washington  
   **STATE:** DC  
   **ZIP CODE:** 20228

7. **SHIP VIA:**

8. **NAME OF CONTRACTOR:**
   Database Technologies Inc
   4830 Blue Lake Drive
   Boca Raton, FL 33431

9. **ACCOUNTING AND APPROPRIATION DATA:**
   2001 C - 100

10. **REQUIRING OFFICE:**
    INTELLIGENCE DIVISION

11. **BUSINESS CLASSIFICATION:**
    (Check appropriate boxes):
    
    a. SMALL  
    b. OTHER THAN SMALL  
    c. DISADVANTAGED  
    d. WOMEN-OWNED

12. **F.O.S. POINT:**
    a. INSPECTION DESTINATION:
    b. ACCEPTANCE DESTINATION:

13. **PLACE OF**

14. **GOVERNMENT BD. NO.:**

15. **DELIVER TO F.O.S. POINT ON OR BEFORE (Date):** 03/27/2002

16. **DISCOUNT TERMS:**
    10 days  
    20 days  
    30 days  
    45 days

17. **SCHEDULE (See reverse for Rejections):**

### ITEM NO. (a)

<table>
<thead>
<tr>
<th>SUPPLIES OR SERVICES</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>
</table>

**SEE LINE ITEM DETAIL:**

FMD - THE OBLIGATING DOCUMENT IS THE SF-30 EXTENDING THE PERIOD OF PERFORMANCE FOR FY 2001. IT IS

- **SHIPPING POINT:**
- **GROSS SHIPPING WEIGHT:**
- **INVOICE NO.:**

- **MAIL INVOICE TO:**

18. **SHIPPINGpoint:**
19. **GROSS SHIPPING WEIGHT:**
20. **INVOICE NO.:**
21. **MAIL INVOICE TO:**

17b. **TOTAL:**
   (Continued)...

22. **UNITED STATES OF AMERICA BY**
   
   **AUTHORIZED FOR LOCAL REPRODUCTION**
   
   **PREVIOUS EDITION NOT VALID**

23. **NAME:**
   
   **SIGNATURE:**
   
   **DATE:** FEB 12 2001

**ORIGINAL COPY**

**FORM S-177 (REV. 6/91)**

Prepared by: GAH At 0:00 UTG 00:00 UTG
**R FOR SUPPLIES OR SERVICES**

**DATE OF ORDER**: 12/21/2001

**CONTRACT NO.**: (If any)

**ORDER NO.**: ATT01009

**REQUISITION/REFERENCE NO.**: ATT01009

**ISSUING OFFICE**: (Address correspondence to)

Acquisitions Division
ATT: Corporate Bldg.
100 Harvard Ave.
Cambridge, MA 02139

**TO**: [Redacted]

**NAME OF CONTRACTOR**: [Redacted]

**COMPANY NAME**: database Technologies Inc

**STREET ADDRESS**: 4532 Blue Lake Drive

**CITY**: Boca Raton

**STATE**: FL

**ZIP CODE**: 33431

**ACCOUNTING AND APPROPRIATION DATA**: [Redacted]

**BUSINESS CLASSIFICATION**: (Check appropriate box(es))

- a. SMALL
- b. OTHER THAN SMALL
- c. D/ADVANTAGE
- d. WOMEN-OWNED

**F.O.B. POINT**: [Redacted]

**PLACE OF DELIVERY**: [Redacted]

**INSPECTION DESTINATION**: [Redacted]

**DATE**: [Redacted]

**DISCOUNT PERCENT**: 10.0%

**DISCOUNT TERMS**: [Redacted]

**SCHEDULE**: (See reverse for Rejections)

---

**ITEM NO.**: [Redacted]

**SUPPLIES OR SERVICES**: [Redacted]

**QUANTITY ORDERED**: [Redacted]

**UNIT**: [Redacted]

**UNIT PRICE**: [Redacted]

**AMOUNT**: [Redacted]

**QUANTITY ACCEPTED**: [Redacted]

---

**SEE LINE ITEM DETAIL**

---

**SHIPPING POINT**: [Redacted]

**GROSS SHIPPING WEIGHT**: [Redacted]

**INVOICE NO.**: [Redacted]

**MAIL INVOICE TO**: [Redacted]

**CONTRACT ID**: [Redacted]

**STATE**: [Redacted]

**ZIP CODE**: [Redacted]

**TOTAL**: [Redacted]

---

**AUTHORIZED FOR LOCAL REPRODUCTION**

**SIGNATURE**: [Redacted]

**FEB 12 2002**

---

**STATED UNITED STATES OF AMERICA BY**: [Redacted]

---

**TITLE**: [Redacted]

**SIGNATURE**: [Redacted]

---

**OPTIONAL FORM 347 (REV. 9/92)**

**PRINTED BY**: [Redacted]

**OVERRIDE**: [Redacted]
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 $______ or 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 number(s), description of supplies or service, sizes, 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 involved in 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 the order has been: [ ] inspected, [ ] accepted, [ ] received
to me and co-signs to contract. Items listed below have been rejected for the reasons indicated.

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

REPORT OF REJECTIONS


ORIGINAL (COPY 1)

OPTIONAL FORM 347 (REV 6/2005)
**ORDER FOR SUPPLIES OR SERVICE**  
**SCHEDULE - CONTINUATION**

**DATE OF ORDER:** 02/12/2001  
**CONTRACT NO.:** Y2009  
**ORDER NO.:** ATTU0009

<table>
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<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED (u)</th>
<th>UNIT (u)</th>
<th>UNIT PRICE ($)</th>
<th>AMOUNT ($)</th>
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<tbody>
<tr>
<td>0001</td>
<td>Delivery Date  Start Date  End Date</td>
<td>1000</td>
<td>lot</td>
<td>384,000.00</td>
<td>384,000.00</td>
</tr>
</tbody>
</table>

**Extended Description:**

The purpose of this action is to provide funding for pump sets to be installed during Fiscal Year One of the contract, covering the period from March 27, 2001 through March 27, 2002. The $264,000 obligated by this action changes the dollar value of the contract, TEF 00-49, from $272,000 to $736,000 with a contract ceiling of $1,000,000. The effective date of this action is March 27, 2001.

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17h)**  
384,000.00  

**OPTIONAL FORM 348**

<table>
<thead>
<tr>
<th>ORIGINAL (COPY 1)</th>
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</table>

Prescribed by OSA-FAR (A-4 CFR)
### Supplies on Services

<table>
<thead>
<tr>
<th>ITEM NO. (a)</th>
<th>SUPPLIES ON 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>
</table>

**SEE LINE ITEM DETAIL**

**U.S. BUILDING INSTRUCTIONS ON REVERSE**

- **NAME:** Financial Management Division 1-800-800-5554
- **STREET ADDRESS:** P.O. Box 51071
- **CITY:** Washington
- **STATE:** DC
- **ZIP CODE:** 20001

**UNITED STATES OF AMERICA BY (Signature) Signed By**

**AUTHORIZE FOR LOCAL REPRODUCTION**

**FILE (COPY 3)**

**OPTIONAL FORM 37 (REV. 9/23)**

Prepared by DSFAR 46 (DRN 5.2.13)
<table>
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<th>AMOUNT (f)</th>
<th>QUANTITY ACCEPTED</th>
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<td>Delivery Date</td>
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<td>03/27/2000</td>
<td>03/26/2001</td>
<td>12.00 mo</td>
<td>31,000.00</td>
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</table>

**Extended Description:**

Provide access to Autorack Plus for ATF Headquarters and 23 Field Offices for the period March 27, 2000, through March 26, 2001. The effective date of this action is March 27, 2000.
Ms.  
Assistant Director, BBS  
Department of Justice  
Telecommunications Services Staff, IRM, MD  
300 First Street, NW, Suite 410  
Washington, DC 20376  

Dear Ms.,

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

Bureau of Alcohol, Tobacco and Firearms  
Financial Management Division  
Budget Branch, Room 4220, Attn:  
P.O. Box 11071  
Washington, DC 20091-1071

When billing ATF, please refer to agreement number 82-140-W and the accounting line provided in the enclosed agreement. If you have any questions concerning this agreement, please contact [Contact Information].

Sincerely,

[Signature]

Chief, Budget Execution Section
## Reimbursement Agreement Between Agencies

<table>
<thead>
<tr>
<th>Patient's Agency</th>
<th>Provider Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provider Cost Center</td>
<td>RCN</td>
</tr>
<tr>
<td>Provider Contact</td>
<td>Phone (202) 514</td>
</tr>
<tr>
<td>Customer Contact</td>
<td>Phone (202) 977-4514</td>
</tr>
<tr>
<td>Customer Name</td>
<td>Assistant Director of Chief, Intelligence Division</td>
</tr>
<tr>
<td>Provider Name</td>
<td>FMD/ISR/Systems Technology Staff</td>
</tr>
<tr>
<td>Address</td>
<td>120 First Street, NW, Suite 301</td>
</tr>
<tr>
<td>City</td>
<td>Washington</td>
</tr>
<tr>
<td>State</td>
<td>DC</td>
</tr>
<tr>
<td>Zip</td>
<td>20519</td>
</tr>
<tr>
<td>Room</td>
<td>7th</td>
</tr>
</tbody>
</table>

### Duration
This Agreement shall become effective October 1, 2001 and shall continue through September 30, 2002.

### Provide the Following Services or Goods
**Brief explanation of work or services to be performed and basis for describing cost:**

*Access to the ChoicePoint Database, Customers will be billed based on actual charges (0.5 hours) at $4.360 per hour/month, plus a 4% administration fee.*

*Customer agency agrees to use ChoicePoint data, which is an example of a service, in strict conformance with the Gramm-Leach-Bliley Act (U.S.C. Title 15). Customer agency understands and acknowledges that the ChoicePoint Services are governed by the IRSQ (Individual Reference Services Group) Principles (see http://www.irsq.org) and that compliance to IRSQ Principles extends to the Customer agency. Customer agency also understands and acknowledges that ChoicePoint has identified industry-specific appropriate uses for which services are to be used. Customer agency hereby agrees to state its appropriate uses for any requested one-time information, prior to accessing it, to limit its use to those stated purposes, and to take appropriate measures so as to protect against the misuse of ChoicePoint Services.*

*Acct. Line due (FY) 2002 FUND 1000 SOC. Estimated amount $162,864.00*

### Customer Transaction

<table>
<thead>
<tr>
<th>Agency Location Code</th>
<th>Appropriation Symbol</th>
<th>Cost Center</th>
<th>YEIDOE</th>
<th>FY/SOC</th>
<th>FY Month</th>
<th>FY SOC</th>
<th>Pay SOC</th>
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<tbody>
<tr>
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</table>

### Other Accounting Information
Where applicable, multiple Obligation Month and SOC lines should be identified. Customers are using for PMIS may use this block to describe unique data required for their accounting system.

### Approvals

<table>
<thead>
<tr>
<th>Approved for Provider Officer:</th>
<th>Approved for Customer Officer:</th>
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<tbody>
<tr>
<td>Organization</td>
<td>Bureau of Alcohol, Tobacco &amp; Firearms</td>
</tr>
<tr>
<td>Signature</td>
<td>Assistant Director (Agent) CFO</td>
</tr>
</tbody>
</table>

*Where identifiable billing data are manually submitted to the billing office, the Provider/Reimbursed Data block on this reverse side must be completed by the provider of the goods or services.*

---

*90*
Dear

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

DOJ/JMD/STS/Contracts Management Service
500 First St. NW, Suite 300
Washington DC 20530
October 9, 2001

If you have any questions please contact the Contracting Officer's Technical Representative (COTR) on (202) 314- or at...

you may contact the Program Manager on (202) 314- or at...

Alternatively,

Thank you for your attention to this matter.

Sincerely,

Assistant Director

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

authentic section 601 at the end of 322, as added (117-364, PJL, 132)). Inconsidered: Please return one signed copy in the Budget Office headquarter ATP
Note: This agreement may be amended with the mutual consent of both parties.

1. AGREEMENT NUMBER
01–140–P

2. DATE
29-Jun-00

3. TO:
Department of Justice
Telecommunications Services Staff, IFM, JAC
500 First Street, NW, Suite 436
Washington, DC 20530

POC:
-- EDS (202) 514-

4. RESPONSIBLE ACF ORGANIZATION UNIT

Chief, Intelligence Division

5. D. OPAC

SH 1260

Other Billing Arrangements

6. CONSENSUS OF PROGRAM OFFICIAL

D. DEP

7. SPY

2001

8. FUND TYPE

12. PROJECT

12 A. SYSTEM/TRANSACTION CLASS

9. ROG

10. DIR

11. BUDGET

125.50

13. ITEM AMOUNT

155,495.00

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 Department of Justice on charges for TSS provided access to public information database (COB Indexes).

Customer will be billed 14,040 per month.

ATF POC:

202-227-

Budget

202-927

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

15. APPROVAL OF REIMBURSING ACF

15A. SIGNATURE

15B. TITLE

Assistant Director, Business Services

15C. AGENCY COUNTERPART SIGNATURE

15D. AGENCY COUNTERPART TITLE

Director, Business Services

16. APPROVAL OF AGENCY TO BE REIMBURSED

16A. SIGNATURE

16B. TITLE

Management Services

16C. AGENCY LOCATION CODE

16D. AGENCY TREASURY SYMBOL

002-300

ATF F 1996.28 (F) PREVIOUS EDITIONS ARE OBSOLETE.
# REIMBURSABLE AGREEMENT

## DEPARTMENT OF THE TREASURY
BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

## Amendment 6

**Amendment Number:** 90-1600

**Effective Date:** 26-JUL-00

**Responsible AIF Organization Unit:** Office of Field Operations

**Description of Services or Activities, Special Conditions, and References to Appointee Qualifications and Communications:**

The original agreement estimated billing charges at $116,500 per month. The actual billing charges are $74,040 per month. Total yearly cost will be $888,480, instead of the $300,000 originally estimated. Please reduce funds by $27,440.

### AIF POC:

<table>
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<th>Budget</th>
<th>202-927</th>
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</thead>
</table>

**Total Reduction:** $37,440

Cost Breakdown:

- $162,000 Base Agreement
- $6,480 Administrative Fees (X)
- $189,480 New not-to-exceed amount

### APPROVAL OF AGENCY TO BE REIMBURSED

<table>
<thead>
<tr>
<th>AIF Signature</th>
<th>Management Services</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>List Dir., Business</td>
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### AGENCY LOCATOR CODE

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### AGENCY TREASURY SYMBOL

<table>
<thead>
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<th>Management Services</th>
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<tbody>
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</tr>
</tbody>
</table>

### AIF POC Signature

[Signature]

---

1. **AIF:**
2. **AIF:**

---

[Signature]
Ms.
Assistant Director, BMS
Department of Justice
Telecommunications Services Staff, INM, JMD
500 First Street, NW, Suite 430
Washington, DC 20530

Dear Ms. J.

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 agreed to reimburse DOJ for the use of their Justices Telecommunications System to access CEB Infotek database subscription in an amount not to exceed $168,480. The funding is subject to enactment of the FY 2001 Treasury, Postal Service, and General Government Appropriations.

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

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

If you have any questions, please contact [.....] of my staff at [.....] @tt.treas.gov.

Sincerely,

[Signature]

Budget Officer

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

Alcohol, Tobacco, and Firearms Act of 1920, as amended (31 U.S.C. 1535). Instructions: Please return two signed copies to the Bureau's Office Headquarters, ATF.

1. AGREEMENT NUMBER
   01-140-P

2. DATE
   26-Jun-00

3. TO:
   Department of Justice
   Telecommunications Services Staff, BMM, JMD
   500 First Street, NW, Suite 430
   Washington, DC 20523
   POC: "BPS (202) 514-

4. RESPONSIBLE ATF ORGANIZATION UNIT
   Chief, Intelligence Office

5. OAP
   OPAC of 1089
   Other Billing Arrangements
   Monthly
   Quarterly

6. OCE
   7. SFY
   2001
   10. DIR
   11. BUDGET
   12. PROJECT
   12A. SYSTEM/CLASS
   13. ITEM AMOUNT
      $ 100,490.00

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 Department of Justice on charges for TSS provided access to public information database (CDB) infotech.

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

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

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

15. APPROVAL OF REIMBURSING AGENCY

15A. SIGNATURE

16. APPROVAL OF AGENCY TO BE REIMBURSED

16A. SIGNATURE

16B. TITLE

16C. AGENCY LOCATOR CODE

16D. AGENCY TREASURY SYMBOL

(080)

ATF F 1220.26

PAGES EDITED ARE OBSOLETE.