Addendum C

Contractor's Standard Commercial Prices
ADDENDUM D

Officer Representations and Certifications—Commercial Items (Oct 1998)

(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.

"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 the stock of which 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).

* TIN: 65-0324434

* TIN has been applied for.

* TIN is not required because:

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

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of a Federal, state, or local government;

* Other. State basis.
(2) Corporate status.

* Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

* Other corporate entity;

* Not a corporate entity:

* Sole proprietorship

* Partnership

* Hospital or extended care facility described in

26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common parent.

* Offeror is not owned or controlled by a common parent:

* Name and TIN of common parent:

Name  **DFT ONLINE, INC.**

TIN  **85-0439411**

(e) 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 Territories of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, **X** is not a small business concern.

(2) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it is, **X** is not, a small disadvantaged business concern as defined in 13 CFR 214.1002.

(3) Women-owned small business concern. The offeror represents that it is, **X** is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.
(4) Women-owned business concern. The offeror represents that it ___ i.e. ___ X is not, 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:

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

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

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

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

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

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

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

(A) It ___ i.e. ___ X 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
(1) It _X_ 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: ______________________.)

(d) Certifications and representations required to implement provisions of Executive Order 11246--(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed $10,000) By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous contracts and compliance. The offeror represents that--

(i) It _X_ has, ___ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It _X_ has, ___ has not, filed all required compliance reports.

(3) 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, a each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

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

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

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

(Appplies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

(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:

(i) 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":

(Insert line item numbers)
(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country and 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:

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country 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 1. If Alternate 1 to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of this provision:

(g)(1)(ii) 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, offerers 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]

(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) X 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 X are, X are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
<table>
<thead>
<tr>
<th>Date</th>
<th>Contract No.</th>
<th>Contract Date</th>
<th>Contract ID</th>
<th>Contract Details</th>
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</table>

**INVOICE**

**Description:**

- **P.O. Number:** 699 M-00041
- **P.O. Date:** 10-19-92
- **P.O. Total:** $227,214
- **Vendor:** PAYNAGE TECHNOLOGIES, INC.
- **Address:** 100 N 3rd Sample Rd.
- **Accounting:** 2589524I6OOGOSGNLTP 0C-2733 DCC 199900007
- **Comments:**
  - The following clause is relevant to funds contained in this contract and is to affect only if applicable:
  - **AVAILABILITY OF FUNDS (SEP, 1992)**
    - Funds are not presently available for this contract. The government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the government for any payment may arise until funds are made available to the Contracting Officers for this contract and until the Contracting Officers notify the Contractor of the funds availability, to be considered in writing by U.S. Marshal.

**Leasing:**

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SUPPLEMENTAL INVOICING INFORMATION

If desired, this form (or a copy thereof) may be used by the Contractor as the Consignee's invoice, informal of a separate invoice, included in the following statement (including and dated). It is to (or attached) to the order: "Payment is requested in the amount of $________. No other adjustments submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number (or item number(s)), description of supplies or services, rates, quantities, unit prices, and extended totals. Proprietary pricing will be disclosed only in a separate tab on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of selling or delivery. Where 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 this order has been:

- [ ] Inspected
- [ ] Accepted
- [ ] Received

By me and confirms to contrary. Items listed below have been rejected for the reasons indicated.

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

OPTIONAL FORM 347 (REV 5/96) MACK
ON-LINE ACCESS TO AUTOTRACK PLUS FOR THE PERIOD OF DECEMBER 1-31, 1998.

(COSTS BASED ON A FLAT RATE OF $57,300 PER MONTH TO PROVIDE 68 SELECTED USMS DISTRICT OFFICES AND THE ANALYTICAL SUPPORT UNIT, NO, UNLIMITED, UNRESTRICTED ACCESS TO AUTOTRACK)

USMS POC: [Redacted]

52.213-4 Terms and Conditions - Simplified Acquisitions (Other Than Commercial Items) (APR 1998)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-1, Convict Labor (JUNE 1996/FD 1795)


(2) Listed below are additional clauses that apply:

(i) 52.225-11, Restrictions on Certain Foreign Purchases (OCT 1994)

(ii) 52.237-1, Payments (APR 1994)

(iii) 52.232-8, Discounts for Prompt Payment (MAY 1997)

(iv) 52.232-11, Extria (APR 1994)

(v) 52.232-25, Prompt Payment (JUN 1997)

(vi) 52.212-33, Mandatory Information for Electronic Funds Transfer Payment (JUN 1996)

(vii) 52.233-1, Disputes (OCT 1995)

(viii) 52.244-6, Subcontracts for Commercial Items and Commercial Components (OCT 1995)

(ix) 52.251-1, Computer Generated Forms (JAN 1991)

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.212-20, Walsh Healey Public Contracts Act (DFC 1996)

(continued)
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<th>REM NO.</th>
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<td>(41 U.S.C. 35-45)</td>
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<td>(i) 51.222-26, Equal Opportunity to Contracting over $10,000.00</td>
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<td>E.O. 11246</td>
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<td>38 U.S.C. 121</td>
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<td>(v) 52.124-37, Employment Reports for Disabled Veterans and Veterans of the Vietnam Era</td>
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<td>Jan 1994</td>
<td>41 U.S.C. 10</td>
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(2) Listed below are additional clauses that may apply:

(i) 52.209.6, protecting the Government's interest when subcontracting with contractors, subcontractors, or subcontractors of subcontractors, or a proposed subcontractor, or a proposed subcontractor of a subcontractor, or a proposed subcontractor of a subcontractor of a subcontractor.

(ii) 52.211-17, Delivery of Excess Quantities (SPP 1989) applies to fixed-price contracts over $25,000.00.

(iii) 52.247-29, F.O.B. Origin (Jun 1989) applies to supplies if delivery is F.O.B. origin.

(iv) 52.247-34, F.O.B. Destination (Nov 1991) applies to supplies if delivery is F.O.B. destination.


(continued)
<table>
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<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
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<th>AMOUNT</th>
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<tr>
<td>(xv)</td>
<td>52,227-6, Royalty Information (Apr 1984).</td>
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<td>(xvii)</td>
<td>52,227-9, Refund of Royalties (Apr 1984).</td>
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<td>52,227-11, Patent Rights-Retention by the Contractor (Short Form) (Jun 1987).</td>
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(c) FAR 52.252-2, 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 address: http://www.acq.osd.mil/far

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

1. Within a reasonable period of time after the defect was discovered or should have been discovered; and
2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

(f) TERMINATION FOR THE GOVERNMENT'S CONVENIENCE. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience, in the event of such termination, the Contractor shall immediately stop all work hereunder and shall assign and deliver to the Government any and all of its supplies and subcontracts to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

(b) WARRANTY. The Contractor warrants and represents that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(i) TAXPAYER IDENTIFICATION NUMBER (TIN). In accordance with the requirements of the Debt Collection Act of 1996, Public Law 104-134, it is the intent of the Department of Justice to use your Taxpayer Identification Number for purposes of collecting and reporting on any delinquent amounts arising out of your relationship with the Government.

VENDOR - ORIGINAL
<table>
<thead>
<tr>
<th>Stock No. (14)</th>
<th>Description of Articles or Services</th>
<th>Quantity (16)</th>
<th>Unit of Issue (17)</th>
<th>Estimated Unit Price (19)</th>
<th>Amount (19)</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>On-line access to AutoTrack Plus (public information records) from December 1-31, 1998. Charges are based on a flat rate of $57,300 per month to provide 98 selected USMS district offices and the Analytical Support Unit, HQ, unlimited, unrestricted access to AutoTrack. TOTAL: $57,300.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

21. Deliver to: (Give complete shipping address, including ZIP code)
Delivery Point: 1135 Jeff Davis Hwy., Crystal Square 3, Suite 600, Arlington, VA 22215
ATTN: [Redacted]

TOTAL: $57,300.00

22. Remarks:

Sent to [Redacted]
11/16/98
ORS OR SUPPLIES OR SERVICES

DATE: 10/01/98

CONTRACT NO.: #0002

SUPPLIER: U.S. MARSHALS SERVICE

UNIT PRICE: $100000.00

QUANTITY OF SUPPLIES OR SERVICES: 1

DESTINATION: 120 Army Navy Dr., CSB, 10th Fl.

SCHEDULING: 10/01/98

NOT TO EXCEED: $100000.00

REMARKS: United States Marshals Service

ADDRESSES: Business Services Division

AMOUNT: $100000.00

INVOICE: 120 Army Navy Dr., CSB, 10th Fl.

FINANCE, MD

ACCT: 222/222-2220

COMPANY NAME: U.S. MARSHALS SERVICE

NAME OF CONTACT: Attn: Bob McConnell

ADDRESS: 120 Army Navy Dr., CSB, 10th Fl.

CITY: Arlington

STATE: VA

ZIP: 22202-2220

PH: 222/222-2220

FAX: 222/222-2220

AUTHENTICATION: ORIGINAL

VERIFIED: CHRISTINA A. GREGORSON

DATE: 10/01/98

NOTE: The following clause is relevant to funds contained in this contract:

"Funds are not presently available for this contract. The government's obligations under this contract are contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal, liability on the part of the government for any payment may arise until funds are made available to the contracting officer for this contract and until the contractor receives notice of such availability, to be confirmed in writing by the contracting officer."

DATA ENTRY: NO,

SIGNATURE: CHRISTINA A. GREGORSON

DATE: 10/01/98

NOTE: The following clause is relevant to funds contained in this contract:

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DATA ENTRY: NO,
SUPPLEMENTAL INVOICING INFORMATION

If declined, this order (or a copy thereof) may be voided by the Contractor on the Contractor’s invoice, instead of a separate invoice. Provide the following statement (signed and dated), or a copy 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: order number (if any), order number (if any), item number(s), description of supplies or services, date, quantities, unit prices and extended totals. Prepared shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for purchases), the billing must be submitted by a separate invoice. Where several orders were placed to an ordering activity during the same billing period, consolidated invoices are acceptable.

RECEIVING REPORT

Quantity in the ‘Quantity Accepted’ column on this form of this order has been: [ ] inspected, [ ] accepted, [ ] rejected.

Item Number: [ ] Customized 1, [ ] Customized 2, [ ] Customized 3.

REPORT OF REJECTIONS

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

OPTIONAL FORM 347 (REV. 6/30) 01/21
On-line access to AutoTrack Plus for the period of OCTOBER 1, 1998 through NOVEMBER 30, 1998.

Flat rate as follows:
OCTOBER: $46,600 will provide unlimited, unrestricted access for 35 districts.
NOVEMBER: $53,400 will provide unlimited, unrestricted access for 61 districts.

Terms and Conditions - Simplified Acquisitions (Other Than Commercial Items) (APR 1998)

(a) The Contractor shall comply with the following FAR clauses that are incorporated by reference:

(i) 52.212-3, Convict Labor (MAR 1996) (E.O. 11755).

(b) Listed below are additional clauses that apply:

(i) 52.225-11, Restrictions on Certain Foreign Purchases (OCT 1996)
(ii) 52.225-1, Payments (SEP 1984)
(iii) 52.222-8, Discounts for Prompt Payment (MAY 1993)
(iv) 52.232-11, Excess (APR 1994)
(v) 52.232-15, Prompt Payment (JUL 1997)
(vi) 52.232-31, Mandatory Information for Electronic Funds Transfer Payment (MAY 1996)
(vii) 52.232-32, Disputes (OCT 1995)
(viii) 52.244-6, Subcontracts for Commercial Items and Commercial Components (OCT 1995)
(ix) 52.253-1, Computer Generated Forms (SEP 1991)

1 LT $180,400.00 $1,804,000.00


(v) 52.222-37, Employment Reports on Discharged Veterans and Veterans of the Vietnam Era (JPR 1993) (41 U.S.C. 4211)(Applies to contracts over $10,000, 00).


(vii) 52.233-1, Pollution Prevention and Right-to-Know Information (JPR 1991) (41 U.S.C. 351, et seq.) (Applies to service contracts over $2,500, 00).

(viii) 52.235-3, Buy American Act—Supplies (JAN 1994) (41 U.S.C. 10, (Applies to supplies, and to services involving the furnishing of supplies, if the contract was—

(A) Under $25,000.00

(B) Set aside for small business concerns, regardless of dollar value).

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Denied, Suspended, or Proposed for Debarment (July 1995) (Applies to contracts over $25,000, 00).

(ii) 52.221-17, Delivery of Excess Quantities (SEP 1984)(Applies to fixed-price supplies).

(iii) 52.247-19, P.O.D. Origin (JAN 1988)(Applies to supplies delivery at f.o.b. origin).

(iv) 52.247-21, P.O.D. Rejection (JAN 1994)(Applies to supplies if delivery is f.o.b. destination).

(v) 52.227-1, Authorization and Consent (JUL 1994).

(vi) 52.227-1, Authorization and Consent (JUL 1994).

(vii) 52.227-2, Authorization and Consent (JUL 1994).

(viii) 52.227-3, Notice and Assistance Regarding Patent and Copyright Infringement (May 1996).

(ix) 52.227-2, Patent Indemnity (JUL 1994).

(x) 52.227-3, Patent Indemnity (JUL 1994).

(xi) 52.227-3, Patent Indemnity (JUL 1994).

(continued)
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<th>UNIT PRICE</th>
<th>AVG.</th>
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http://www.ascen.gov/for

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arms, the Contractor shall notify the Contracting Officer in
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of any excusable delay, setting forth the full particulars in connection
therewith, shall remedy such occurrence with all reasonable dispatch, and
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reserves the right to terminate this contract, or any part hereof, for
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any and all of its suppliers and subcontractors to
perform work. Subject
to the terms of this contract, the Contractor shall be paid a percentage
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the work performed
prior to the notice of termination, plus reasonable charges that the
Contractor can demonstrate to the satisfaction of the Government, using
its standard record keeping system, have resulted from the termination.
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(1) WARRANT. The Contractor warrants and
represents that the items
sold hereunder are merchantable and fit for use for the
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(2) TAXPAYER IDENTIFICATION NUMBER (TIN). In accordance with the
requirements of the Debt Collection Act of 1996, Public Law 104-134, it
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Identification Number for purposes of collecting and reporting on any
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<th>Quantity (18)</th>
<th>Unit of Issue (17)</th>
<th>Estimated Unit Pages (18)</th>
<th>Amount (19)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>On-line access to AutoTrack Plus (public information records) from October 1-November 30, 1992. Charges are based on a flat rate as follows:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OCTOBER - $46,600 will provide 35 districts unlimited, unrestricted access to AutoTrack.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NOVEMBER - $33,400 will provide all districts unlimited, unrestricted to AutoTrack.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL: $100,000.00</td>
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</tr>
</tbody>
</table>

Budget Division has reviewed and finds funds are authorized for this purpose. Funding pursuant of 75/92 Appropriation Bill Mr. Contingent Resolution Ac. 9/28/92. 

Date: 9/28/92

Budget Analysis:

<table>
<thead>
<tr>
<th>Stock No. (14)</th>
<th>Appropriation Center/Object Cost Code (11)</th>
<th>Quantity (18)</th>
<th>Unit of Issue (17)</th>
<th>Estimated Unit Pages (18)</th>
<th>Amount (19)</th>
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<td></td>
<td></td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>

31. Deliver to (Give complete shipping address, including ZIP code)

Delivery Point: 1735 Jefferson St. NW, Crystal Square, Suite 600, Arlington, VA 22202

32. Remarks: [Handwritten]
DESCRIPTION: The U.S. Marshals Service (USMS) field and headquarters offices have a requirement for access to a public information database that can locate individuals, either directly or indirectly, using very limited information and allow for "wild card" searches. In addition to typical query capabilities (names, dates of birth, social security numbers, addresses, phone numbers, property), the database must also be able to:

- perform Soundex queries, and allow the operator to view exact matches and other possible matches.
- search on a partial name.
- produce a comprehensive profile on an individual, generated by only one or two queries.
United States Marshal's Service
Business Services Division
600 Army Navy Drive
Arlington, VA 22202-4210

To: [Redacted]

Attn: Bob McConnell

The above-mentioned modification is amendments set forth in Item 14. The Hour and date specified for receipt of offers is 2:00 PM on 04/30/98.

Obligating Source:

Modification of Contract Order Number

X No. 98-M-00095

DECREASE - $29,000.00

13. THIS ITEM DOES NOT APPLY TO MODIFICATIONS OF CONTRACT/ORDER

This modification cancels the $90,000.00 increase on MOD 2. The total amount of purchase order is decreased to $710,000 from $800,000, which results in a decrease of $90,000.00.

19980324AH64G001

[Signature]

Cristina A. Griswold

VENDOR-ORIGINAL
(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

1. The clauses listed below implement provisions of law or Executive order:


2. Listed below are additional clauses that apply:

1. 52.226-11, Restrictions on Certain Foreign Purchases (Oct 1986)
2. 52.232-1, Payments (Apr 1984)
3. 52.232-8, Discounts For Prompt Payment (May 1997)
4. 52.232-11, Excuse (Apr 1984)
5. 52.292-56, Prompt Payment (Jun 1997)
6. 52.232-33, Mandatory Information for Electronic Funds Transfer Payment (Aug 1986)
7. 52.231-1, Disputes (Oct 1995)
8. 52.244-6, Subcontracts for Commercial Items and Commercial Components (Oct 1995)
9. 52.253-1, Computer Generated Forms (Jan 1991)

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

1. The clauses listed below implement provisions of law or Executive order:

1. 52.222-70, Walsh-Healey Public Contracts Act (Dec 1996)
2. 52.232-26, Equal Opportunity (Apr 1964) (E.O. 11246) (Applies to contracts over $10,000)
4. 52.232-36, Affirmative Action for Handicapped Workers (Apr 86) (29 U.S.C. 793) (Applies to contracts over $2,500)
5. 52.232-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Apr 1995) (38 U.S.C. 4212) (Applies to contracts over $10,000)
6. 52.222-41, Service Contract Act of 1945, As Amended (continues)}
(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1988)(E.O. 12566) (Applies to services performed on Federal facilities).

(viii) 52.275-3, Buy American Act—Supplies [JAN 1994](41 U.S.C. 10) (Applies to supplies, and to services involving the furnishing of supplies, if the contract was—
(A) Under $25,000.00
(B) Set aside for small business concerns, regardless of dollar value.

(2) Listed below are additional clauses that may apply:

(i) 52.205-6, Protecting the Government’s Interest when Subcontracting with Contractors Debarked, Suspended, or Proposed for Debarment (July 1995) (Applies to contracts over $25,000.00).

(ii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.O.B. Origin (JUN 1988) (Applies to supplies if delivery is F.O.B. Origin).

(iv) 52.247-34, F.O.B. Destination (NOV 1991) (Applies to supplies if delivery is F.O.B. Destination).

(c) FAR 52.252-1, 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 address:
http://www.acsm.gov/far

(d) INSPECTION/ACCEPTANCE. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The government must exercise its postacceptance rights—
(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

(f) TERMINATION FOR THE GOVERNMENT'S CONVENIENCE. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

(h) WARRANTY. The contractor warrants and implies that the items delivered hereunder are merchantable and fit for the particular purpose described in this contract.
See Schedule

U.S. Marshals Service

PO Box 1315
Arlington, VA 22203-1315

Toll Free: 1-800-382-4010

Terms and Conditions - Simplified Acquisitions

52.212-4

Not Applicable

Customer Imprint

TOTAL AMOUNT

$300.00

Date

6/30/98

Signature

T. S. Turrey

 kost❄️❄️
(MAY 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over $2,500,000).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AIA 1994) (FAR 1286) (Applies to services performed on Federal facilities).

(viii) 52.225-7, Bay American Act—Supplies (CAR 1994) (41 U.S.C. 10) (Applies to supplies, and to services involving the furnishing of supplies, if the contract was—
(A) Under $25,000,000
(b) Set aside for small business concerns, regardless of dollar value).

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995) (Applies to contracts over $25,000,000).

(ii) 52.211-17, Delivery of Excess Quantities (GSP 1989) (Applies to fixed-price supplies).

(iii) 52.217-29, F.O.B. Origin (JUN 1988) (Applies to supplies if delivery is F.O.B. origin).

(iv) 52.217-34, F.O.B. Destination (NOV 1991) (Applies to supplies if delivery is F.O.B. destination).

(c) FAR 52.252-2, Classes 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 address: http://www.acq.osd.mil/far

(d) INSPECTION/AcCEPTANCE. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The government must exercise its postacceptance rights—
(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) EXCusable DELAYS. The Contractor shall be liable for default (continued)
MODIFICATION OF CONTRACT

A. CONTRACT NUMBER: MS-98-M-00005
B. EFFECTIVE DATE: 07/04/98
C. MODIFICATION NO.: 00005
D. RECIPIENT: DATABASE TECHNOLOGIES, INC.
E. ISSUE DATE: 07/04/98
F. DATE MODIFICATION EFFECTIVE: 07/04/98
G. PAYMENT MODIFICATION NO.: 00005
H. CONTRACT MODIFICATION NO.: MS-98-M-00005
I. MODIFICATION DATE: 07/04/98
J. MODIFICATION EFFECTIVE DATE: 07/04/98
K. LOCATION OF MODIFICATION NO.: 00005
L. MODIFICATION NO.: MS-98-M-00005
M. MODIFICATION DATE: 07/04/98
N. MODIFICATION EFFECTIVE DATE: 07/04/98
O. CONTRACT MODIFICATION NO.: MS-98-M-00005
P. MODIFICATION DATE: 07/04/98
Q. MODIFICATION EFFECTIVE DATE: 07/04/98
R. CONTRACT MODIFICATION NO.: MS-98-M-00005
S. MODIFICATION DATE: 07/04/98
T. MODIFICATION EFFECTIVE DATE: 07/04/98
U. CONTRACT MODIFICATION NO.: MS-98-M-00005
V. MODIFICATION DATE: 07/04/98
W. MODIFICATION EFFECTIVE DATE: 07/04/98
X. CONTRACT MODIFICATION NO.: MS-98-M-00005
Y. MODIFICATION DATE: 07/04/98
Z. MODIFICATION EFFECTIVE DATE: 07/04/98

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOURCING

The above referenced solicitation is amended as set forth in Item 14. The hour and rate specified for receipt of Offers a) is extended, b) is not extended or c) is not specified. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or amended, by one of the following methods:
1) By typewriting the name of the modification, the date of the amendment, or the date of the solicitation on any part of the amendment, or by typewriting receipt of this amendment on or after the date of the amendment, or by any other method specified in any document other than this solicitation.
2) By telegraphic or facsimile transmission which includes a reference to the solicitation and amendment number. FAILURE OF YOUR AGENCY TO ACKNOWLEDGE YOUR RECEIPT AT THE PLACE DESIGNATED FOR RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Failure of this amendment you desire to charge to offer already submitted, such charge may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the expired hour of receipt.

12. AUTHORIZATION AND APPOINTMENT DATA (as required)

19980704DH00005LNAALZTP OP-2533 CR# RAV19980704U1

Increase

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

00.
A. THE CONTRACT OR ORDER IS MODIFIED TO: increase the amount to the amount shown in the table below.
B. THE ABOVE AMOUNTS/CONTRACT/ORDER IS MODIFIED TO EFFECT THE ADMINISTRATIVE CHANGES as shown in the table below. The form of the contract/order, appropriation, use is as shown in the table below. The form of the contract/other is as shown in the table below.
C. THE ABOVE AMOUNTS/CONTRACT/ORDER IS MODIFIED TO EFFECT THE ADMINISTRATIVE CHANGES as shown in the table below. The form of the contract/other is as shown in the table below.
D. THE ABOVE AMOUNTS/CONTRACT/ORDER IS MODIFIED TO EFFECT THE ADMINISTRATIVE CHANGES as shown in the table below.

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

G. CONTRACT/ORDER MODIFICATION (as required by OCFAP), including appropriation, use, contract, or order number, if applicable.

P. CONTRACT/ORDER MODIFICATION (as required by OCFAP), including appropriation, use, contract, or order number, if applicable.

Q. CONTRACT/ORDER MODIFICATION (as required by OCFAP), including appropriation, use, contract, or order number, if applicable.

R. CONTRACT/ORDER MODIFICATION (as required by OCFAP), including appropriation, use, contract, or order number, if applicable.

S. CONTRACT/ORDER MODIFICATION (as required by OCFAP), including appropriation, use, contract, or order number, if applicable.

T. CONTRACT/ORDER MODIFICATION (as required by OCFAP), including appropriation, use, contract, or order number, if applicable.

U. CONTRACT/ORDER MODIFICATION (as required by OCFAP), including appropriation, use, contract, or order number, if applicable.

V. CONTRACT/ORDER MODIFICATION (as required by OCFAP), including appropriation, use, contract, or order number, if applicable.

W. CONTRACT/ORDER MODIFICATION (as required by OCFAP), including appropriation, use, contract, or order number, if applicable.

X. CONTRACT/ORDER MODIFICATION (as required by OCFAP), including appropriation, use, contract, or order number, if applicable.

Y. CONTRACT/ORDER MODIFICATION (as required by OCFAP), including appropriation, use, contract, or order number, if applicable.

Z. CONTRACT/ORDER MODIFICATION (as required by OCFAP), including appropriation, use, contract, or order number, if applicable.

---

HEADQUARTERS, NAVAL SHIPS

VENDOR-ORIGINAL
This Modification Has Changed The Obligated Amount
From $90,000.00 To $180,000.00
For A Net Increase of $90,000.00

This Modification Has Changed The Total Amount
From $90,000.00 To $180,000.00
For A Net Increase of $90,000.00
<table>
<thead>
<tr>
<th>Stock No. (14)</th>
<th>Description of Articles or Services (15)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>On-line access to AutoTrack Plus (public information records) - charges are based on flat rate of $30,000 per month, unlimited usage for 3 months (July 4 - September 30, 1998)</td>
</tr>
</tbody>
</table>

21. Deliver to (Give complete shipping address, including ZIP code)
   Delivery Point: 1735 Jeff Davis Hwy., Crystal Square 3, Suite 600, Arlington, VA 22215
   ATTN: [Redacted]
   TOTAL: $90,000.00

22. Remarks:
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

This Modification Has Changed The Total Amount From $30,000.00 To $30,000.00
For A Net Increase Of $60,000.00
5. To: U.S. Marshals Service  
   Investigative Services Division  
   600 Army Navy Drive  
   Crystal Square 3, Suite 600  
   Arlington, VA 22202  

8. Recommended Sources(0):  
   Database Technologies, Inc.  
   100 East Sample Road  
   Pompano Beach, FL 33064  
   FOC: Bob McConnell  
   Phone: (800) 979-7710

11. Appropriation/Grant Center/Object Class Code  
    - 19980220AH050ANALYTP  
    OC: 2033

<table>
<thead>
<tr>
<th>Stock No.</th>
<th>Description of Articles of Services</th>
<th>Quantity</th>
<th>Unit of Issue</th>
<th>Estimated Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>On-line access to AutoTrack Plus (public information records) - charges are based on flat rate of $30,000 per month, unlimited usage for 2 months (May 2 - July 3, 1990)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

21. Deliver to (Give complete shipping address, including ZIP code)  
   Delivery Point: 1733 Jeff Davis Hwy., Crystal Square 3 - Suite 600, Arlington, VA 22215  
   ATTN: [Redacted]  
   TOTAL: $60,000.00
**United States Marshals Service**

Business Services Division
600 Army Navy Drive
Arlington, VA 22202-4210

**DISABASE TECHNOLOGIES, INC.**
100 East Sample Blvd.
Pompano Beach, FL 33064

Attn: Rob McConnell

**FAXED**

**4/3/98**

---

### See Schedule

**1. OFFICE POST**

**2. DESTINATION**

**3. PLACES OF INSPECTION AND ACCEPTANCE**

**4. GOVERNMENT A.C. NO.**

**5. DELIVERY TO FED. POST/ON-FOOT (ARMY) OR AIR (OTHER)**

**6. DURABILITY TOLERANCE**

**7. INTERVALS (See Revenue for Rejections)**

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Net 30 days</td>
<td></td>
</tr>
</tbody>
</table>

**8. MEASUREMENTS OF SERVICES**

**9. COUNTRY ORIGIN**

<table>
<thead>
<tr>
<th>COUNTRY OF ORIGIN</th>
<th>COUNTRY ACCEPTED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**10. DESCRIPTION OF SERVICES**

<table>
<thead>
<tr>
<th>DESCRIPTION OF SERVICES</th>
<th>UNIT PRICE ($)</th>
<th>QUANTITY ACCEPTED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**11. SCHEDULE (See Revenue for Rejections)**

**12. TOT. POST**

**13. DESTINATION**

**14. SCHEDULE (See Revenue for Rejections)**

**15. TOT. INTERVAL**

**16. TRAVEL**

**17. SCHEDULE (See Revenue for Rejections)**

---

**Terms and Conditions**

The following changes are hereby made to the OF-347, Terms and Conditions, appearing on Page 5 of this order and made a part hereto:

Delete Terms and Conditions in its entirety and replace with the following:

**TERMS AND CONDITIONS**

1. **$2,512-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

This order incorporates one or more clauses by reference with the same force and effect as if they were given in full text. (continued)

---

**19. SHIPPER'S POINT**

**20. BASIS SHIPMENT WEIGHT**

---

**21. DUTY ON FUTURE ORDER**

**22. UNITED STATES OF AMERICA**

**23. MARK (Type)**

CHRISTINA A. ORGEBSON

---

**VENDOR - ORIGINAL**

**ATTN: Rob McConnell**
**FEDERAL ACQUISITION REGULATION (FAR) CHAPTER 1 CLAUSES**

<table>
<thead>
<tr>
<th>Clause No.</th>
<th>Clause Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.203-3</td>
<td>Gratuities (Apr 84)</td>
</tr>
<tr>
<td>52.204-3</td>
<td>Multiple Agreements for Services (Jul 84)</td>
</tr>
<tr>
<td>52.205-3</td>
<td>Service Contract Act of 1944 (May 85)</td>
</tr>
<tr>
<td>52.206-3</td>
<td>Anti-terrorism Act (Mar 86)</td>
</tr>
<tr>
<td>52.207-3</td>
<td>Service Contract Act of 1946 (May 85)</td>
</tr>
<tr>
<td>52.208-3</td>
<td>Service Contract Act of 1946 (May 85)</td>
</tr>
<tr>
<td>52.209-3</td>
<td>Service Contract Act of 1946 (May 85)</td>
</tr>
</tbody>
</table>

**NOTE:** If desired, this clause (or a copy thereof) may be used by the Contractor as the Contractor's invoices, instead of a separate invoice, provided the following statement is signed and dated, and the statement is attached to the order: "Payment is requested in the amount of $ __________. No other invoice will be submitted."

**RECEIVING REPORT**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Supplies of Services</th>
<th>Unit</th>
<th>Quantity Rejected</th>
<th>Reason for Rejection</th>
</tr>
</thead>
</table>

**REPORT OF REJECTIONS**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Supplies of Services</th>
<th>Unit</th>
<th>Quantity Rejected</th>
<th>Reason for Rejection</th>
</tr>
</thead>
</table>
request, the Contracting Officer will make the full text available.

The following Terms and Conditions apply to purchase orders for non-commercial items:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>BOTTLES/ITEMS</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.203-3</td>
<td>Gratuities (Apr 84)</td>
<td>payments for subscriptions are authorized</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>52.213-2</td>
<td>Invoices (Apr 84) (when advance customer is authorized)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>52.213-3</td>
<td>Notice to Supplier (Apr 84) (for unpriced purchase orders)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>52.215-34</td>
<td>Evaluation of Offers for Multiple Awards (Mar 80)</td>
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</tr>
<tr>
<td>52.222-3</td>
<td>Convict Labor (Aug 86) (unless prohibited by FAR 72.2)</td>
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<tr>
<td>52.223-5</td>
<td>Prompt Payment (Mar 94)</td>
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<tr>
<td>52.231-1</td>
<td>Disputes (Oct 95)</td>
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<tr>
<td>52.233-3</td>
<td>Protest After Award (Aug 91)</td>
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<tr>
<td>52.242-10</td>
<td>F.O.B. Origin - Government Bills of Lading or Prepaid Postage (Apr 84)</td>
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<tr>
<td>52.246-1</td>
<td>Contractor Inspection Requirements (Apr 94)</td>
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<tr>
<td>52.247-54</td>
<td>F.O.B. Destination (Nov 91)</td>
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</table>

Additional Terms and Conditions applicable to orders exceeding $2,500:

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<thead>
<tr>
<th>ITEM NO.</th>
<th>BOTTLES/ITEMS</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.222-36</td>
<td>Affirmative Action for Handicapped Workers (Apr 84)</td>
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</table>

Additional Terms and Conditions applicable to orders exceeding $10,000:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>BOTTLES/ITEMS</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.222-36</td>
<td>Equal Opportunity (Apr 84)</td>
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<tr>
<td>52.227-35</td>
<td>Affirmative Action for Special Disabled and Vietnam Era Veterans (Apr 84)</td>
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</tr>
</tbody>
</table>

Additional Terms and Conditions applicable to orders for supplies:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>BOTTLES/ITEMS</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.211-5</td>
<td>Raw Materials (Mar 95)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>52.213-16</td>
<td>Variation in Quantity (Apr 84)</td>
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<tr>
<td>52.225-3</td>
<td>Buy American Act - Supplies (Jan 1994)</td>
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<tr>
<td>52.227-19</td>
<td>Commercial Computer Software - Restricted Rights (Jun 87)</td>
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<tr>
<td>52.232-1</td>
<td>Payments (Apr 84)</td>
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<tr>
<td>52.232-8</td>
<td>Discounts for Prompt Payment (Apr 89)</td>
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<tr>
<td>52.243-1</td>
<td>Changes - Fixed-Price (Aug 87)</td>
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<tr>
<td>52.249-1</td>
<td>Termination of Convenience of the Government (Fixed-Price) (Short Form) (Apr 84)</td>
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</tr>
</tbody>
</table>

Additional terms and conditions applicable for orders for supplies over $10,000:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>BOTTLES/ITEMS</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
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<tbody>
<tr>
<td>52.222-20</td>
<td>Walsh-Bealey Public Contracts Act (Dec 96)</td>
<td></td>
<td></td>
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</tbody>
</table>

Additional Terms and Conditions applicable for purchase orders for services (continued):
II. THE FOLLOWING CLAUSES ARE SHOWN IN FULL TEXT:

1. INSPECTION AND ACCEPTANCE (OCT 1988) (JAN 2852.232-79)

   (a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at the Government's destination by the USMC-COTR or his designated representative, in accordance with the Inspection Clause and any other provisions specified in this purchase order. The Government reserves the right to conduct any tests it deems reasonably necessary to ensure that the supplies or services provided conform in all respects to the purchase order specifications. Supplies or services which upon inspection are found not to be in conformance with purchase order specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, will be provided the Contractor by the Contracting Officer.

   (b) The Government will use its best efforts to inspect and accept/reject the supplies or services provided within seven (7) days. Failure of the Government to so inspect the supplies or services within the above stated time shall not be construed as acceptance of such supplies or services.

2. INVOICE REQUIREMENTS

   (a) Invoices shall be prepared and submitted to the same and address indicated in BLOCK 21 of this OP-34 unless otherwise specified herein. Each invoice shall be annotated with the following information:

   1. Name and address of the Contractor.
   2. Invoice date.
   3. Purchase order number for supplies delivered or services performed.
   4. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
   5. Shipping and payment terms.
   6. Name and address of Contractor official to whom payment is to be made.

   (continued)
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPP/ SERVICE</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Where practicable, title, address of person to be notified in event of defective invoice.

8. Any other information or documentation required by the purchase order.

(b) To assist the Government in making timely payments, the Contractor is required to furnish on the invoice, the period over which services were provided.

3. INTEREST OF OVERTIME PAYMENTS

(a) The Prompt Payment Act, Public Law 97-177 (41 Stat. 85, 31 USC 1901) is applicable to payments under this purchase order and requires the payment to Contractors on overdue payments and improperly taken discounts.

(b) Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.

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

NOTE: In addition to the instructions as stated above, the following instructions must be followed. Any invoice that does not comply will be returned as an improper invoice:

1. The Contractor must place its Tax Identification Number (TIN) on the invoice.
2. Only one (1) purchase/delivery order number per invoice.
3. The Document Control Number (DCN) as stated in Block 9 must be on the invoice. Only one (1) DCN per invoice.
4. Inquiries concerning UNPAID invoices should be directed to the following: U.S. Marshals Service, ATTN: FINANCE, CSS, 1st Floor, 600 Army Navy Dr., Arlington, VA 22202-4210 at 202/307-9120.

(continued)
On-line access to AutoTrack Plus (public information records) - charges are based on flat rate of $30,000 per month, unlimited usage for 1 month (April 3 - May 1, 1998)

Vendor:
Database Technologies, Inc.
106 East Sample Road
Tompaso Beach, FL 33064

POC: Bob McConnell
Phone: (800) 279-7710
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE (cmh)</th>
<th>SUPPLY OF SERVICES</th>
<th>QUANTITY (shipped)</th>
<th>UNIT PRICE</th>
<th>ITEM</th>
<th>AMOUNT</th>
<th>CITY/COUNTY</th>
<th>REMARKS</th>
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<td>1</td>
<td>01/15/99</td>
<td>FAXED</td>
<td>3</td>
<td>$300.00</td>
<td>00</td>
<td>$900.00</td>
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</table>

The following changes are hereby made to the QM-377, Terms and Conditions, as they appear on page 2 of this order and made a part hereof:

Save and Conditions in its entirety and replace with the following:

**TERMS AND CONDITIONS**

1. 51.292-2 CLAIMS INCORPORATED IN PREFERENCE (JAN 1981)

(continued)

**CLASSIFIED**

**TEXT**

<table>
<thead>
<tr>
<th>21. LANE Phone:</th>
<th>CHRISTINA A. GREINSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>VENDOR: ORIGINAL</td>
<td></td>
</tr>
</tbody>
</table>

**TEXT**
NOTE: If desired, this order (or a copy thereof) may be used by the Contractor or the Contractor's Subcontractor in submitting the order. The following statement [signed and dated], is to be submitted with the order: "Payment is requested in the amount of $______.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column as the face of this order has been:

- Inspected
- Accepted
- Rejected

by ___ and conforme to contract. Items listed below have been rejected for the reasons indicated.

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIER NAME</th>
<th>QUANTITY</th>
<th>REASON FOR REJECTION</th>
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</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

TOTAL CONTAINS

REJECTED AT

OPTIONAL FORM 342 BACK 1940
This order incorporates one or more clauses by reference, with the name, scope, and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

The following Terms and Conditions apply to purchase orders for non-commercial items:

52.203-3(n) Statute (Apr 84)
52.213-2 Invoices (Apr 84) (when advance payments for subscriptions are authorized)
52.213-3 Notice to Supplier (Apr 84) (for unsolicited purchase orders)
52.215-4 Evaluation of Offers for Multiple Awards (Mar 90)
52.222-5 Convict Labor (Aug 96) (unless precluded by FAR 22.2)
52.232-25 Prompt Payment (Mar 74)
52.233-1 Disputes (Oct 95)
52.233-2 Protest After Award (Aug 96)
52.247-10 P.O.E. Origin - Government Bills of Lading or Prepaid Postage (Apr 84)
52.246-1 Contractor Inspection Requirements (Apr 84)
52.247-24 P.O.E. Destination (Nov 91)

Additional Terms and Conditions applicable to orders exceeding $2,500:

52.222-35 Affirmative Action for Handicapped Workers (Apr 84)

Additional Terms and Conditions applicable to orders exceeding $10,000:

52.222-36 Equal Opportunity (Apr 94)
52.222-35 Affirmative Action for Special Disabilities and Vietnam Era Veterans (Apr 84)

Additional Terms and Conditions applicable to orders for supplies:

52.211-5 New Materials (May 95)
52.211-16 Variation in Quantity (Mar 84)
52.215-3 Buy American Act - Supplies (Jan 1994)
52.227-19 Commercial Computer Software - Restricted Rights (Jun 77)
52.212-1 Payments (Apr 84)
52.232-8 Discounts for Prompt Payment (Apr 84)
52.233-1 Changes - Fixed-Price (Aug 87)
52.249-1 Termination of Convenience of the Government (Fixed-Price) (Short Form) (Apr 84)

Additional terms and conditions applicable for orders for supplies over $20,000:

52.223-20 Walsh-Healey Public Contracts Act (Dec 96)

(continued)
Addition Terms and Conditions applicable for purchase orders for services:

52.222-40 Service Contract Act of 1965, as Amended - Contract of $7,500 or Less (May 89)
52.222-41 Service Contract Act of 1965, as Amended - Changes-Fixed Price (Alt I) (May 89)
52.222-42 Statement of Equivalent Rates for Personal Hires (May 89)
52.222-44 Wage Labor Standards Act and Service Contract Act - Price Adjustment (May 89)
52.243-1 Changes - Fixed-Price (Aug 87) - Alt I (Apr 84)
52.249-4 Termination for Convenience of the Government (Services) (Short Form) (Apr 84)

II. THE FOLLOWING CLAUSES ARE SHOWN IN FULL TEXT:

1. INSPECTION AND ACCEPTANCE (OCT 1988) (JAN 1972, 1979)

(a) Inspections and acceptance of the supplies or services to be furnished hereunder shall be performed at the Government's destination by the USMCE-COTA or his designated representative, in accordance with the inspections clause and any other provisions specified in this purchase order. The Government reserves the right to conduct any tests it deems reasonably necessary to ensure that the supplies or services provided conform in all respects to the purchase order specifications. Supplies or services which upon inspection are found not to be in conformance with purchase order specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, will be provided the Contractor by the Contracting Officer.

(b) The Government will use its best efforts to inspect and accept/reject the supplies or services provided within seven (7) days. Failure of the Government to so inspect the supplies or services within the above stated time shall not be construed as acceptance of such supplies or services.

2. INVOICE REQUIREMENTS

(a) Invoices shall be prepared and submitted to the name and address indicated in BLOCK 21 of this OFP unless otherwise specified herein. To constitute a proper invoice, each invoice shall be annotated with the following information:

1. Name and address of the Contractor.
2. Invoice date.
3. Purchase order number for supplies delivered or services performed.
4. Description, quantity, unit of measure, unit price, and...

VENDOR - ORIGINAL
extended price of supplies delivered or services performed.
5. Shipping and payment term.
6. Name and address of Contractor official to whom payment is
to be sent.
7. Name (where practicable), title, phone number, and mailing
address of person to be notified in event of a defective
invoice.
8. Any other information or documentation required by the
purchase order.

(b) To assist the Government in making timely payments, the
Contractor is required to furnish on the invoice, the period over which
the services were provided.

3. INTEREST ON OVERDUE PAYMENTS

(a) The Prompt Payment Act, Public Law 97-177 (96 Stat. 85).
31 USC 1811) is applicable to payments under this purchase order and
requires the payment to Contractors on overdue payments and improperly
taken discounts.

(b) Determination of interest due will be made in accordance with
the provisions of the Prompt Payment Act and the Office of Management
and Budget Circular A-123.

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

NOTICE

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

1. The Contractor must place its Tax Identification Number (TIN)
on the invoice.
2. Only one (1) purchase/delivery order number per invoice.
3. The document Control Number (DCN) as stated in block 9 must be on
the invoice. Only one (1) DCN per invoice.
4. Inquiries concerning UNPAID invoices should be directed to the

VENDOR - ORIGINAL

OPTIONAL FORM 326 (4-96)
Sponsored by GSA
Valid at OMB 1595-01-01
Accounting: 19980314A HSO51ANALYTIF OC-2533 DC# FMA-601-1998
On-line access to AutoTrack Plus (public information records) - charges are based on flat rate of $30,000 per month, unlimited usage for 3 months (Jan. 5 - April 3, 1998)

Vendor: Delphos Technologies, Inc.  
100 East Sample Road  
Pompano Beach, FL 33064

POC: Bob McConnell  
Phone: (800) 279-7710

Reviewed by Property Mgt. and  
Pending to the Procurement  
Order for Action on this Date.
4. I DO HEREBY CERTIFY THAT FUNDS ARE AVAILABLE. AUTHORITY TO INCREASE FUND BY $60,600, BUT NOT TO EXCEED $30,000.00 IS AUTHORIZED.

5. DELIVER TO: U.S. Marshals Service
   Investigative Services Division
   600 Army Navy Drive, Suite 1100
   Arlington, VA 22202

6. COST CENTER CODE: [Redacted]

7. OBJECT CLASS: [Redacted]

8. DC NUMBER: [Redacted]

<table>
<thead>
<tr>
<th>STOCK NO. (a)</th>
<th>ITEM DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>On-line access to AutoTrack Plus (public information records) - charges are based on flat rate of $30,000 per month, unlimited usage for 3 months (Jan. 5 - April 3, 1996)</td>
</tr>
</tbody>
</table>

Vendor: Database Technologies, Inc.
101 East Sample Road
Porto Panko Beach, FL 33864

POC: Bob McConnell
Phone: (800) 279-7710

Reviewed by Property Mgr. and Forwarded to the Procurement Division for Action on this Date.

Signature
Date

Prior Editions Obsoletes

FORM UBM 157
<table>
<thead>
<tr>
<th>STOCK NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT QTY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
<th>REASON NOT SHIPPED</th>
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<tr>
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<td>On-line access to AutoTrack Plus (public information records) - charges are $1.00 per minute plus additional fees for miscellaneous extended reports ranging from $0.10 - $21.00 (10/1/97 - 9/30/98)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vendor:
Database Technologies, Inc.
100 East Sample Road
Pompano Beach, FL 33064

POC: Bob McConnell
Phone: (800) 279-7716