



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

April 9, 2002

REFER TO: 122000-MRL
02-1768

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

Dear Mr. Hoofnagle:

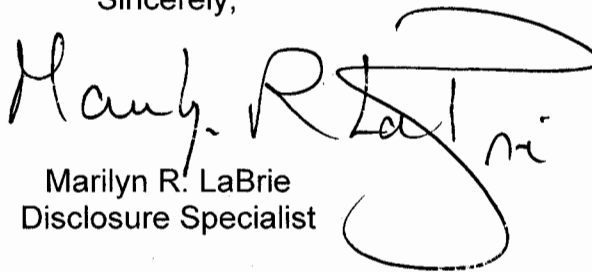
This is in response to your Freedom of Information Act request, for access to information maintained by the Bureau of Alcohol, Tobacco and Firearms. You requested information concerning businesses that sell individual's personal information.

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

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

If we can assist you further, please write again.

Sincerely,


Marilyn R. LaBrie
Disclosure Specialist

DOCUMENT COVER SHEET, EXEMPTIONS LIST AND APPEAL RIGHTS

PART II Document cover sheet

1. Requesters name Hoofnagle, Chris	2. File no. 01-1768-1	3. Requested documents were referred by the following agency:
4. Documents are being released: <input type="checkbox"/> at cost <input checked="" type="checkbox"/> without cost	5. Package ends with document no.: - 96 -	6. Total no. of documents denied: - 7 - (32 pgs)

7. Exemptions cited for information withheld on pages released: (See Part II of explanation of exemptions)

(b) (1) (b) (2) (b) (3) 26 USC 6103 (b) (4) (b) (5) (b) (6)

(b) (7) (A) (b) (7) (B) (b) (7) (C) (b) (7) (D) (b) (7) (E) (b) (7) (F)

8. Documents completely withheld:

Document no. — Exemption	Document no. — Exemption	Document no. — Exemption
<u>9</u> <u>b4</u> (10)	<u>57</u> <u>b4</u> (15)	_____
<u>20</u> <u>b5</u> (3)	<u>73</u> <u>b4</u> (1)	_____
<u>33</u> <u>b5</u> (1)	_____	_____
<u>40</u> <u>b4</u> (1)	_____	_____
<u>49</u> <u>b5</u> (1)	_____	_____

9. The records identified above have been determined to be most directly responsive to your request. Other records, described below, are available upon payment of 15 cents per page (or at no cost if a fee waiver has been granted). These records generally consist of duplicated or repetitive information that restates information contained in the package being released. A sample or index of these records is included in this release. The following records are available upon request:

- | | |
|--|----------------------|
| | No. of pages: |
| (a) Exhibits to Report (See index on page _____) | _____ |
| (b) Surveillance Reports (See sample page _____) | _____ |
| (c) Interagency Telegrams and Messages (See sample page _____) | _____ |
| (d) Property Disposition records (See sample page _____) | _____ |
| (e) Newspaper or magazine articles (See sample page _____) | _____ |
| (f) Miscellaneous (See sample page _____) | _____ |

Note: To obtain copies of these records, identify which records you want, count the pages and multiply by 15 cents. Send a check or money order payable to the Bureau of Alcohol, Tobacco and Firearms (ATF) and mail to the Chief, Disclosure Branch, ATF, 650 Massachusetts Avenue, Rm. 8400, Washington D.C. 20226. Request promptly for best service, as files are returned to field offices 15 days after this notice is mailed to you.

1 CONTRACT NO Tatf 00-09 2 A1 EFFECTIVE DATE 3/27/2000 4 ORDER NO MODIFI N NO 15 SOLICITATION NO BATF 00-01 6 SOLICITATION ISSUE DATE 11/9/99

R SOLICITATION INFORMATION CALL: NAME Charles Logan 8 TELEPHONE NO (202) 927-7717 8 OFFER DUE DATE LOCAL TIME 12/10/99

ISSUED BY CODE 10 THIS ACQUISITION IS UNRESTRICTED SET ASIDE FOR SMALL BUSINESS SMALL DISADV. BUSINESS 8(A) 11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED X SEE SCHEDULE 12 DISCOUNT TERMS 2 PM BS 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b RATING N/A 14. METHOD OF SOLICITATION RFP X RFP

Department of the Treasury
Bureau of Alcohol, Tobacco and Firearms
Washington DC 20226-0001

5. LIVER TO CODE Bureau of Alcohol, Tobacco & Firearms Intelligence Systems Branch Washington, DC 20226 16. ADMINISTERED BY CODE Bureau of Alcohol, Tobacco and Firearms Acquisition Division, Room 3290 650 Massachusetts Ave., NW Washington DC 20226-0001

7a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE
D tabase Technologies, Inc.
4 30 Blue Lake Drive
Boca Raton, FL. 33431
Bureau of Alcohol, Tobacco & Firearms
Financial Mngt. Div., P O Box 51071
Washington, DC 20091-1071

19. ITEM NO. 20. SCHEDULE OF SUPPLIES/SERVICES 21. QUANTITY 22. UNIT 23. UNIT PRICE 24. AMOUNT

7b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE PAGE 2 FOR INFORMATION	12	months	\$31,000	\$372,000

5. ACCOUNTING AND APPROPRIATION DATA REQUISITION # 26. TOTAL AWARD AMOUNT (For Govt. Use On) \$1,994,400

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-6 IS ATTACHED. ADDENDA ARE X ARE NOT ATTACHED

8. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
29. AWARD OF CONTRACT: REFERENCE BATF 00-01 OFFER DATED 11/19/99 YOUR OFFER ON SOLICITATION BLOCK 51. INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30. NAME AND TITLE OF OFFEROR (TYPE OR PRINT) Dir. of LE Sales 30c. DATE SIGNED 11/19/99 31a. NAME OF CONTRACTING OFFICER 31c. DATE SIGNED MAR 27 2000

2a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED 33. SHIP NUMBER PARTIAL FINAL 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT COMPLETE PARTIAL FINAL 37. CHECK NUMBER 38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY 42a. RECEIVED BY (Print)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (Location) 42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

The contractor is to provide database subscription services to the Bureau of Alcohol, Tobacco and Firearms as described in Section D, Attachment 1, Statement of Work of the solicitation for the firm fixed price as specified in Section B, Paragraph B.2 Prices/Costs. The contractor's offer dated November 19, 1999, the best and final offer dated January 5, 2000 and the extension of their offer e-mailed to me on January 20, 2000, are incorporated by reference to form an integral part of this contract. Page 1, Standard Form 1449, is to serve as the obligating document for this action. There will not be any delivery orders issued against this contract. THE CONTRACTOR SHOULD REFERENCE THE CONTRACT NUMBER, Tatf 00-09, REQUISITION NUMBER AND OUR DOCUMENT NUMBER ATTACHED WHEN SUBMITTING INVOICES. THE EFFECTIVE DATE OF THIS CONTRACT IS MARCH 27, 2000.

B.1 Supplies/Services Being Procured

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

B.2 Prices/Costs

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

Period	Total Amount per Year
Year One	\$ <u>372,000.00</u>
Option Year One	\$ <u>384,000.00</u>
Option Year Two	\$ <u>398,400.00</u>
Option Year Three	\$ _
Option Year Four	\$ _
Total Extended Price	\$ _

B.3 Performance Schedule

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

YEAR	BEGINNING	ENDING
Base Year	Date of Award	12 months after award
Option Year One	12 months and 1 day after award	24 months after award
Option Year Two	12 months and 1 day after award	36 months after award
Option Year Three	12 months and 1 day after award	48 months after award
Option Year Four	12 months and 1 day after award	60 months after award

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

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

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

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

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

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

(Contracting Officer shall check as appropriate.)

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

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for

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HUBZone Small Business Concerns (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3)).

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

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

(8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

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

(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(16) 52.225-3, Buy American Act. Supplies (41 U.S.C. 10).

(17) 52.225-9, Buy American Act. Trade Agreements Act. Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

(18). [Reserved]

[] (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).

[] (21)(i) 52.225-21, Buy American Act. North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

[] (ii) Alternate I of 52.225-21.

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

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

[] (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

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

[] (26) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).

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

(Contracting Officer check as appropriate.)

[] (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 02/18/2000		2. CONTRACT NO. (If any) Tatf-99-2		6. SHIP TO: Margaret B. Ailstock	
3. ORDER NO. AT0000789		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE Office of Chief Counsel - Washington, DC	
5. ISSUING OFFICE (Address correspondence to) Craig S. Segall (202) 327-8689 Bureau of ATF Washington		Contracts & Simp Acq. Branch DC		650 Mass Ave, NW Rm 3290 20226	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20226
a. NAME OF CONTRACTOR		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME Lexis-Nexis		<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:		<input checked="" type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
c. STREET ADDRESS 9393 Springboro Pike		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			
d. CITY Miamisburg	e. STATE OH	f. ZIP CODE 45342			
9. ACCOUNTING AND APPROPRIATION DATA		10. REQUISITIONING OFFICE CHIEF COUNSEL			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED d. WOMEN-OWNED

12. F.O.B. POINT <input type="radio"/> Other <input checked="" type="radio"/> Destination		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS	
13. PLACE OF				10 days	%
a. INSPECTION Destination	b. ACCEPTANCE Destination			30 days	%
				days	%

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
SEE LINE ITEM DETAIL						

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT (Cont. pages)	
	21. MAIL INVOICE TO:					
	a. NAME Financial Management Division 1-800-800-5558				\$318,241.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) P.O. Box 51071					
c. CITY Washington	d. STATE DC	e. ZIP CODE 20091-1071				

22. UNITED STATES OF AMERICA BY (Signature) Signed by *[Signature]*

23. NAME (Typed) TITLE: CONTRACTING ORDERING OFFICER

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

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 02/18/2000	CONTRACT NO.	ORDER NO.
-----------------------------	--------------	-----------

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f) (Includes Disc)	QUANTITY ACCEPTED (g)
<p><i>PROVIDE THE LISTED SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CONTRACT TATF-99-2</i></p>						
0001 OPTIO YEAR	<p align="center"> <i>Start Date</i> <i>End Date</i> 10/01/1999 08/31/2000 </p> <p>LEXIS SERVICES</p> <p><i>Extended Description:</i> Lexis provided - 4 simultaneous users to access law.</p>	11.00	mo	20,212.000	222,332.00	
0002 OPTIO YEAR	<p align="center"> <i>Start Date</i> <i>End Date</i> 10/01/1999 08/31/2000 </p> <p>NEXIS SERVICES</p> <p><i>Extended Description:</i> Nexis provided - 1 simultaneous user to access news.</p>	11.00	mo	5,228.000	57,508.00	

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

279,840.00

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

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 02/18/2000	CONTRACT NO. Tatf-99-2	ORDER NO.
-----------------------------	---------------------------	-----------

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f) (Includes Disc)	QUANTITY ACCEPTED (g)				
0003 OPTIO YEAR	<table style="width:100%; border: none;"> <tr> <td style="text-align: right; padding-right: 10px;"><i>Start Date</i></td> <td style="text-align: left;"><i>End Date</i></td> </tr> <tr> <td style="text-align: right;">10/01/1999</td> <td>08/31/2000</td> </tr> </table> <p>P-TRAK SERVICES</p> <p><i>Extended Description:</i> P-Trak provided - 1 simultaneous user to access public records. Not to exceed 100 hours.</p>	<i>Start Date</i>	<i>End Date</i>	10/01/1999	08/31/2000	11.00	mo	3,491.000	38,401.00	
<i>Start Date</i>	<i>End Date</i>									
10/01/1999	08/31/2000									

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

38,401.00

US DEPARTMENT OF JUSTICE
JUSTICE MANAGEMENT DIVISION

TELECOMMUNICATIONS SERVICES STAFF
FACSIMILE COVER SHEET

DATE: April 25, 2001

TRANSMITTED TO:

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

TRANSMITTED FROM:

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

NUMBER OF PAGES BEING TRANSMITTED: 2

COMMENTS:

Here is the signed RA as I have it. Let me know if this isn't what you need.

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

Authority: Section 601 of the Economy Act of 1932, as amended (31 U.S.C. 1535), Instructions: Please return one signed copy to the Budget Officer Headquarters ATF
Note: This agreement may be amended with the mutual consent of both parties.

1. AGREEMENT NUMBER Amendment #1		3. TO: U S DEPARTMENT OF JUSTICE Telecommunications Services Staff, 500 First Street, NW, Suite 430, Washington, DC 20530 POC Name: EPS POC Phone #: (202) 514			
2. DATE 28-Jul-00		4. RESPONSIBLE ATF ORGANIZATION UNIT Chief, Intelligence Division <i>7/28/00</i>			
4A. CONCURRENCE OF PROGRAM OFFICIAL <i>8/1/00</i> Assistant Director, Field Operations		6. DCN		7. BFY 00	8. FUND TYPE
5. <input checked="" type="checkbox"/> OPAC <input type="checkbox"/> SF 1060 <input type="checkbox"/> Other Billing Arrangements		10. DIR FO	11. BUDORG	12. PROJECT ETE	12 A. SYSTEM/TRNG CLASS
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly		13. ITEM AMOUNT DECREASE FUNDS BY \$37,440 not-to-exceed amount: \$168,480.			

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

The original agreement estimated billing charges at \$16,500 per month. The actual billing charges are \$14,040 per month. Total yearly cost will be \$168,480 instead of the \$205,920 originally allocated. Please reduce funds by \$37,440.

ATF POC: 202-927-
(Budget) 202-927-
72-927

TE -\$31,520
IF \$ 5,920
TOTAL REDUCTION - \$37,440

Cost Breakout:

\$162,000 Base Agreement
\$ 6,480 Administrative Fees (4%)
\$168,480 New not-to-exceed amount

15. APPROVAL OF REIMBURSING AGENCY		16. APPROVAL OF AGENCY TO BE REIMBURSED	
16A. SIGNATURE <i>[Signature]</i>		16A. SIGNATURE <i>[Signature]</i>	
15B. TITLE Assistant Director (Management)/Chief Financial Officer		16B. TITLE Asst. Dir., Business Management Services	
15C. AGENCY LOCATOR CODE		16C. AGENCY LOCATOR CODE	
15D. AGENCY TREASURY SYMBOL 1000		16D. AGENCY TREASURY SYMBOL	

ATF F 1900.28 () PREVIOUS EDITIONS ARE OBSOLETE.

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

Authority: Section 601 of the Economy Act of 1932, as amended (31 U.S.C. 1535). Instructions: Please return one signed copy to the Budget Officer Headquarters ATF.
Note: This agreement may be amended with the mutual consent of both parties.

1. AGREEMENT NUMBER		3. TO: Department of Justice Telecommunications Services Staff, IRM, JMD 500 First Street, NW, Suite 430 Washington, DC 20530	
2. DATE 26-Jun-00		POC: EPS (202) 514-	
4. RESPONSIBLE ATF ORGANIZATION UNIT Chief, Intelligence Division		4A. CONCURRENCE OF PROGRAM OFFICIAL Andy Vita - Field Operations <i>ling EAFO</i>	
5. <input checked="" type="checkbox"/> OPAC <input type="checkbox"/> SF 1080 <input type="checkbox"/> Other Billing Arrangements <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly		6. DCN RX:	7. BFY ...
		8. FUND TYPE ...	9. BOC ...
		10. DIR FO	11. BUDORG ...
		12. PROJECT U00	12 A. SYSTEM/TRNG CLASS
		13. ITEM AMOUNT 168,480.00	

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

customer will be billed 14,040 per month.

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

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

15. APPROVAL OF REIMBURSING AGENCY		16. APPROVAL OF AGENCY TO BE REIMBURSED	
15A. SIGNATURE <i>[Signature]</i>		16A. SIGNATURE <i>[Signature]</i>	
15B. TITLE Assistant Director (Management)/Chief Financial Officer		16B. TITLE Asst. Dir., Business Management Services	
15C. AGENCY LOCATOR CODE 20-10-0001		16C. AGENCY LOCATOR CODE	
15D. AGENCY TREASURY SYMBOL 201-1000		16D. AGENCY TREASURY SYMBOL	

16



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

404032:WWA
1955.1

AUG 22 2000

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

Dear Ms.

Enclosed is a signed FY 2001 reimbursable agreement between the Bureau of Alcohol, Tobacco and Firearms (ATF) and the Department of Justice (DOJ). In this agreement, ATF agrees to reimburse DOJ for the use of their Justice Telecommunications System to access CDB Infotek database subscription in an amount not to exceed \$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

Sincerely,

Budget Officer

Enclosures

17

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

Authority: Section 601 of the Economy Act of 1932, as amended (31 U.S.C. 1535). Instructions: Please return one signed copy to the Budget Officer Headquarters ATF.
Note: This agreement may be amended with the mutual consent of both parties.

1. AGREEMENT NUMBER		3. TO: Department of Justice Telecommunications Services Staff, IRM, JMD 500 First Street, NW, Suite 430 Washington, DC 20530			
2. DATE 26-Jun-00		POC: _____, EPS (202) 514-			
4. RESPONSIBLE ATF ORGANIZATION UNIT Chief, Intelligence Division		4A. CONCURRENCE OF PROGRAM OFFICIAL Assistant Director, Field Operations <i>Acting EAFO</i>			
5. <input checked="" type="checkbox"/> OPAC <input type="checkbox"/> SF 1080 <input type="checkbox"/> Other Billing Arrangements		6. DCN	7. BFY 2001	8. FUND TYPE 100D	9. BOC 2545
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly		10. DIR FO	11. BUDORG	12. PROJECT UOO	12 A. SYSTEM/TRNG CLASS
		13. ITEM AMOUNT 168,480.00			

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

Customer will be billed 14,040 per month.

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

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

15. APPROVAL OF REIMBURSING AGENCY		16. APPROVAL OF AGENCY TO BE REIMBURSED	
15A. SIGNATURE <i>[Signature]</i>		16A. SIGNATURE <i>[Signature]</i>	
15B. TITLE Assistant Director (Management)/Chief Financial Officer		16B. TITLE	
15C. AGENCY LOCATOR CODE 20-10-0001		16C. AGENCY LOCATOR CODE	
15D. AGENCY TREASURY SYMBOL 201-1000		16D. AGENCY TREASURY SYMBOL	

DETERMINATION AND FINDINGS
AUTHORITY TO ENTER INTO AN INTERAGENCY AGREEMENT

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

FINDINGS

1. The Bureau of Alcohol, Tobacco and Firearms, Intelligence Division, has \$168,480.00 available to spend on the CDB Infotek data base service.

(See attached

Briefing Paper dated May 21, 1999. Period covered October 1, 2000 through September 30, 2001.

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

- 3.

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

DETERMINATION

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

[Handwritten signature]

8/22/00
Date

Assistant Director (Management)/CFO

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BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
SENSITIVE DOCUMENT TRANSMITTAL COVER SHEET

A SENSITIVE DOCUMENT IS ATTACHED

DATE
05/19/99

DISTRIBUTION		RECEIVED	
TO <i>(Name of official(s) to receive document)</i>		INITIALS	DATE
1.	Deputy Chief, Intelligence Division		
2.	Chief, Intelligence Division		5/27/99
3.	Executive Assistant, Field Operations <i>Iconcur</i>	<i>Iconcur</i>	5/27/99
4.	Assistant Director, Field Operations <i>cm</i>	<i>cm</i>	5/1/99
5.			9/15/99

DISPOSITION

ACTION	COORDINATION	FILE	PREPARE REPLY
<input checked="" type="checkbox"/> APPROVAL	FOR CLEARANCE	INVESTIGATE	DESTROY
CIRCULATE	FOR YOUR INFORMATION	NOTE AND RETURN	

REMARKS

Reimbursable Agreement with the Department of Justice for Justice Telecommunications System Capabilities

Attachments

FROM *(Name of originator)*

ATF F 8800.1 (3-98) (Formerly ATF F 1100.2, which may still be used)

DELIVER TO ADDRESSEE PERSONALLY

21

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

Authority: Section 601 of the Economy Act of 1932, as amended (31 U.S.C. 1535). Instructions: Please return one signed copy to the Budget Officer Headquarters ATF
Note: This agreement may be amended with the mutual consent of both parties.

1. AGREEMENT NUMBER Amendment #1	3. TO: U S DEPARTMENT OF JUSTICE Telecommunications Services Staff, 600 First Street, NW, Suite 430 Washington, DC 20530 POC Name: PS POC Phone #: (202) 51		
2. DATE 28-Jul-00	4A. CONCURRENCE OF PROGRAM OFFICIAL [Signature] - 8/1/00 Assistant Director, Field Operations		
4. RESPONSIBLE ATF ORGANIZATION UNIT Chief, Intelligence Division 7/28/00			
5. <input checked="" type="checkbox"/> OPAC <input type="checkbox"/> SF 1080 <input type="checkbox"/> Other Billing Arrangements <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	6. DCN --	7. BFY 00	8. FUND TYPE 100R
10. DIR FO --		11. BUDORG 701300	12. PROJECT ETE
13. ITEM AMOUNT DECREASE FUNDS BY \$37,440 not-to-exceed amount: \$168,480.			

14. DESCRIPTION OF SERVICES OR ACTIVITIES, SPECIAL CONDITIONS, AND REFERENCE TO PERTINENT REGULATIONS AND COMMUNICATIONS.
 The original agreement estimated billing charges at \$16,600 per month. The actual billing charges are \$14,040 per month. Total yearly cost will be \$168,480 instead of the \$205,920 originally allocated. Please reduce funds by \$37,440.

ATF POC: 202-927-
 [Signature] 202-927-
 (Budget) 202-927-

- \$31,520
 - \$ 5,920
TOTAL REDUCTION ----- \$37,440

Cost Breakout:

\$162,000 Base Agreement
 \$ 6,480 Administrative Fees (4%)
 \$168,480 New not-to-exceed amount

15. APPROVAL OF REIMBURSING AGENCY 15A. SIGNATURE [Signature]	16. APPROVAL OF AGENCY TO BE REIMBURSED 16A. SIGNATURE [Signature] 8/21/00
15B. TITLE Assistant Director (Management)/Chief Financial Officer	16B. TITLE Assistant Director, BMS
15C. AGENCY LOCATOR CODE	16C. AGENCY LOCATOR CODE
15D. AGENCY TREASURY SYMBOL --0-1000	16D. AGENCY TREASURY SYMBOL

22



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

AUG 10 2000

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

Dear Ms.

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

Please sign the enclosed agreement and return the original to the following address:

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

If you have any questions, please contact
of my staff at

Sincerely,

Budget Officer

Enclosures

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

OCT 19 1999

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

Dear Ms.

Enclosed is a signed FY 2000 reimbursable agreement between the Bureau of Alcohol, Tobacco and Firearms (ATF) and the Department of Justice (DOJ). In this agreement, ATF agrees to reimburse DOJ for the use of their Justice Telecommunications System to access CDB Infotek database subscription in an amount not to exceed \$205,920.00.

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

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

If you have any questions, please contact _____ of my staff
on (202) 927-_____

Sincerely,

Budget Officer

Enclosure

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DEPARTMENT OF THE TREASURY
BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
CORRESPONDENCE APPROVAL AND CLEARANCE

OCT 19 1999

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

Dear _____

Enclosed is a signed FY 2000 reimbursable agreement between the Bureau of Alcohol, Tobacco and Firearms (ATF) and the Department of Justice (DOJ). In this agreement, ATF agrees to reimburse DOJ for the use of their Justice Telecommunications System to access CDB Infotek database subscription in an amount not to exceed \$205,920.00.

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

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

If you have any questions, please contact _____ of my staff on (202) 927-_____

Sincerely,

Budget Officer

Enclosure
bcc: SAC, Resource Management Branch, ATTN:
Chief, Accounting Branch,
s:\budget\

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	INITIATOR	REVIEWER	REVIEWER	REVIEWER	REVIEWER	REVIEWER	REVIEWER
CODE							
SURNAME							
DATE							

SENSITIVE DOCUMENT TRANSMITTAL COVER SHEET

A SENSITIVE DOCUMENT IS ATTACHED		DATE 10/15/99
DISTRIBUTION	RECEIVED	
TO (Name of official(s) to receive document)	INITIALS	DATE
1. Asst. Financial Manager (Budget)	<i>[initials]</i>	10-15-99
2. Chief, Acquisitions <i>Rec'd 10/18/99</i>	<i>[initials]</i>	10/18/99
3. Financial Manager/Deputy CFO	<i>[initials]</i>	10/18/99
4. Asst. Director (Management)/CFO	<i>[initials]</i>	10/19/99
5.		

DISPOSITION							
	ACTION		COORDINATION		FILE		PREPARE REPLY
X	APPROVAL		FOR CLEARANCE		INVESTIGATE		DESTROY
	CIRCULATE		FOR YOUR INFORMATION		NOTE AND RETURN	X	SIGNATURE

REMARKS

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

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

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

Thank you.

Attachments. 27

Authority is Economy Act; Contracted Services; CO signature required

FROM (Name of originator)
Room 4220, (202) 927

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DELIVER TO ADDRESSEE PERSONALLY

U.S. Department of Justice
Reimbursement Agreement Between Agencies

Bar Code

Parties to the Agreement:

Provider Agency			Customer Agency		
Provider Cost Center	RCN 314	RCN Description	Customer Contact	Phone 202-927--	
Provider Contact	EPS	Phone (202) 514-6375	Agreement #		
Customer Number		Customer Alias			
Provider Name Telecommunications Services Staff, IRM, JMD			Customer Name (If billing address is different, specify on reverse side.) Bureau of Alcohol, Tobacco & Firearms		
Address 500 First Street, NW, Suite 430			Address 650 Massachusetts Avenue, NW		
			Room 7000		
City Washington	State DC	Zip 20530	City Washington	State DC	Zip 20226

Duration:

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

Provide the Following Services or Goods:

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

Charges for TSS provided access to public information database (CDB Infotek) for the Bureau of Alcohol, Tobacco & Firearms

Customer will be billed \$16,500 per month (\$5,500 per port per month * 3 ports), plus a 4 percent administration fee.

Contracting Officer, ATF

Estimated amount
\$ 205,920

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

Customer Financing:

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

Agency Location Code	Appropriation Symbol	DCN	FY	FUND	PROJ	BOC
			BEY 2000	100D	U00	2545

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

Authority: Section 601 of the Economy Act of 1932, as amended (31 U.S.C. 1535).

Approvals:

(See reverse side of form.)

Approved for Provider Office:	Approved for Customer Office:
Organization Telecommunications Services Staff	Organization Bureau of Alcohol, Tobacco & Firearms
Signature	Signature
Title y, Assistant Director, EBS	Title Assistant Director (Field Operations)

When intrafund billing data are manually submitted to the billing office, the Provider Intrafund Data block on the reverse side must be completed by the provider of the goods or service.

Assistant Director (Management)/CFO
Bureau of Alcohol, Tobacco & Firearms

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Provider Intrafund Data (For crediting revenues to the Provider)			
YregDoc	Obligation Month	Obligation SOC	Payment SOC
Other Accounting Information (Where applicable, multiple Obligation Month and SOC data should be identified in this block.)			

Billing Address		
Name Bureau of Alcohol, Tobacco & Firearms		
Address Financial Management Division		
P.O. Box 51071		
City Washington	State DC	Zip 20091-1071
Contact	Phone 202-927-	

Conditions of Agreement

1. Financing:

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

2. Other Provisions:

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**DETERMINATION AND FINDINGS
AUTHORITY TO ENTER INTO AN INTERAGENCY AGREEMENT**

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

FINDINGS

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

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

- 3.

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

DETERMINATION

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

Assistant Director (Management)/CFO

10/19/99
Date

30

Memorandum of Understanding

Between

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

and the

Bureau of Alcohol, Tobacco, and Firearms,
Intelligence Division

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

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

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

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

Responsibilities

The TSS will: Provide for the implementation and activation of the public information services;

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

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

6/1/99

Assistant Director
Budget and Billing Staff
Telecommunication Services
Staff

f Assistant Director
(Field Operations)

6/19/99

Assistant Director
(Management) /CFO

32

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/19/2001		2. CONTRACT NO. (If any)		6. SHIP TO: Renee Reid		
3. ORDER NO.		4. REQUISITION/REFERENCE NO. See Lines		a. NAME OF CONSIGNEE Office of Inspection		
5. ISSUING OFFICE (Address correspondence to) Bureau of ATF (202) 927- Ave, NW Rm 3290 Contracts & Simp. Acq. Branch 650 Mass Washington DC 20226				b. STREET ADDRESS 650 Massachusetts Avenue, NW Room 2240		
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20226	
a. NAME OF CONTRACTOR 713-781				f. SHIP VIA		
b. COMPANY NAME Credit Bureau Services of TX				8. TYPE OF ORDER		
c. STREET ADDRESS P.O. Box 741931				<input checked="" type="checkbox"/> a. PURCHASE		b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY Houston				e. STATE TX		
f. ZIP CODE 77274-1931				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE ASSISTANT DIRECTOR INSPECTION		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)
13. PLACE OF		16. DISCOUNT TERMS	
a. INSPECTION	b. ACCEPTANCE	10 days % 20 days % 30 days % days %	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
SEE LINE ITEM DETAIL						

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO: No Contacts Identified						
	a. NAME Financial Management Division 1-800-800-5558						17(i) GRAND TOTAL \$7,972.87
	b. STREET ADDRESS (or P.O. Box) P.O. Box 51071						
c. CITY Washington		d. STATE DC	e. ZIP CODE 20091-5107				

22. UNITED STATES OF AMERICA BY (Signature) 1 - 1111 - 9/22/01			23. NAME (Typed) TITLE: CONTRACTING/ORDERING OFFICER			
---	--	--	---	--	--	--

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COPY 3

**ORDER OR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO.
3 of 5

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/19/2001	CONTRACT NO.	ORDER NO.
-----------------------------	--------------	-----------

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p><i>Renewal on the following:</i></p> <p>CREDIT CHECKS FOR PERSONNEL SECURITY PROGRAM</p> <p>Reference Requisition:</p> <p>Extended Description:</p> <p>PERSONS AUTHORIZED TO REQUEST REPORTS ARE:</p> <p><i>Start Date</i> <i>End Date</i> 10/01/2000 09/30/2001</p>	1.00	ea	7,972.870	7,972.87	

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TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$7,972.87

	Document No.	Document Title	Page 4 of 5
		CREDIT BUREAU REPORTS(7,034.64)-3/26/01	

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1 Clauses By Reference	5

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	Document No.	Document Title CREDIT BUREAU REPORTS(7,034.64)-3/26/01	Page 5 of 5
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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

<http://www.arnet.gov/far/>

Clause	Title	Date
52.212-04	Contract Terms and Conditions--Commercial Items	March 2001
52.212-05	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items.	February 2001
52.219-06	Notice Of Total Small Business Set-Aside	July 1996
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	May 1999
52.252-02	Clauses Incorporated By Reference	February 1998

38



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

OCT 15 1999

MEMORANDUM TO: Contract File

FROM: Contracting Officer

SUBJECT: Justification for the Use of Options

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

The Bureau will provide notice to the contractor of our intent to exercise an option period prior to the expiration of the contract.

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DEPARTMENT OF THE TREASURY SMALL BUSINESS REVIEW FORM

(1) Requisition No.	(2) Date Received	(3) SBA Review No.
(4) Contract Specialist/Telephone Number		(5) Contracting Officer/Telephone Number (202) 927-
(6) Requisitioner Name/Telephone Number 127-		(7) FPDS Product/Service Code D317
(8) Synopsis <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, Exc [FAR 5.202(a)]		(9) Small Business Size Standard Employees Avg. Annual Receipts
(10) SIC Code News Syndicates	(11) Product/Service <input checked="" type="checkbox"/> is <input type="checkbox"/> is not on Class Set-Aside List (DTAR 1019)	(12) Estimated Dollar Value: <input checked="" type="checkbox"/> This FY Total Contract Value
(13) Description of Product/Service Database subscription services		(14) Period of Performance Or Quantity OK 10/13/99 Option Years: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Number <u>4</u> Option Quantity <input type="checkbox"/> No <input type="checkbox"/> Yes Number
(15) Proposed Procurement Method <input type="checkbox"/> 8(a) Set-Aside (Identify Name & Address of Proposed Contractor Below) DBI Online, Inc. 4530 Blue Lake Drive Boca Raton, FL 33431 <input type="checkbox"/> 100% Small Business Set-Aside <input type="checkbox"/> Partial Small Business Set-Aside _____% \$ _____ <input checked="" type="checkbox"/> Unrestricted (Check Appropriate Block in Item 16)		(16) Reason for Unrestricted Procurement <input type="checkbox"/> No reasonable expectation that offers will be obtained from at least two small business concerns offering the products of different small business concerns. <input type="checkbox"/> No reasonable expectation that award will be made at fair market price <input checked="" type="checkbox"/> Sole Source/Proprietary Item Justified in accordance with FAR 6.3 <input type="checkbox"/> Requirement not severable into two or more production runs or lots Other:
(17) Source Check <input checked="" type="checkbox"/> SBA ProNet System <input checked="" type="checkbox"/> 8(a) Contractor files <input checked="" type="checkbox"/> Treasury Contractor Profile Database (TCPD) Other:		(18) Small Business Concerns <input type="checkbox"/> Will <input type="checkbox"/> Will not be solicited (Explain on reverse)
(19) Prior Procurement History: Contract No. <u>AT9901104</u> Award Date <u>2/23/99</u> Procurement Method <u>Synopsized as full & open</u> Contractor Name & Address: <u>Database Technologies, Inc., Pompano Beach, FL 33064</u> Total Price <u>4,000,000</u> Contractor Size/Preference Status: <u>no preferences</u> No. of Offerors <u>4</u> Large Business _____ Small Business _____ Remarks:		
(20) Signature of Contract Specialist/Buyer: _____		Date: <u>10/13/99</u>
Note: Any change in the procurement plan described here will require return for re-evaluation by the Small Business Specialist and SBA Representative.		
(21) Small Business Specialist: <input checked="" type="checkbox"/> Accepts _____ Appeals (Recommendations on Reverse) Signature: _____ Date: <u>10-12-99</u>		
(22) SBA Representative: _____ Accepts _____ Appeals (Recommendations on Reverse) Signature: _____ Date: _____		
(23) Contracting Officer: _____ Concurrs _____ Rejects (Recommendations on Reverse) Signature: _____ Date: _____		
(24) Solicitation No: _____		Date: _____
(25) Contract No: _____		Date: _____ Amount: \$ _____

SEE REVERSE

[Commerce Business Daily: Posted in CBDNet on October 14, 1999]
[Printed Issue Date: October 18, 1999]
From the Commerce Business Daily Online via GPO Access
[\[cbdnet.access.gpo.gov\]](http://cbdnet.access.gpo.gov)

PART: U.S. GOVERNMENT PROCUREMENTS

SUBPART: SERVICES

CLASSCOD: D--Information Technology Services, including Telecommunication Services

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

SUBJECT: D--AUTOTRACK XP DATABASE SUBSCRIPTION SERVICE

SOL BATF00-01

DUE 120799

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

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

LINKURL: <http://www.eps.gov/cgi-bin/WebObjects/EPS?ACode=P&ProjID=BATF00-01&LocID=17>

LINKDESC: Visit this URL for the latest information about this notice

EMAILADD: chlogan@atfhq.atf.treas.gov

EMAILDESC: Charles Logan

CITE: (D-287 SN391768)

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AUTOTRACK XP DATABASE SUBSCRIPTION SERVICE

General Information

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

Contracting Office Address

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

Description

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Point of Contact

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

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

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

Register to Receive Notification

Government-wide Numbered Notes

TREAS -Specific Numbered Notes

You may return to Business Opportunities at:

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

[[Home](#)] [[SEARCH synopses](#)] [[Procurement Reference Library](#)]

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DEPARTMENT OF THE TREASURY
JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION
(JOFOC)

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

1. DESCRIPTION OF SUPPLIES OR SERVICES

Autotrack XP data base subscription service.

\$372,000

2. REQUISITION NO.	4. NAME(S) OF PROPOSED SOURCE(S)
3. COST ESTIMATE	DBT Online, Inc. 4530 Blue Lake Drive Boca Raton, FL 33431 561-982-5800

REQUESTING OFFICE CERTIFICATION

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

5. REQUESTING OFFICE REPRESENTATIVE (Name & Title)	(Signature)	(Phone No.)	(Date)
Chief, Intelligence Systems Br.		202-927	08/31/99

SMALL BUSINESS CERTIFICATION

I have conducted a search of vendor files, SF-129s, the Treasury Contractor Profile Data Base on the World Wide Web and SBA's PASS system to locate potential offerors for this procurement. If any were found, a list is attached.

6. SMALL BUSINESS SPECIALIST (Name & Title)	(Signature)	(Phone No.)	(Date)
J. [unclear] S.S.		202-927	10-7-99

PROCUREMENT OFFICE CERTIFICATION

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

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

7. ASSIGNED CONTRACTING OFFICER (Name)	(Signature)	(Phone No.)	(Date)
7.A. Chief, APMD		927-	10/6/99

(45)

15. JUSTIFICATION (Attach additional pages if needed)

(A) DEMONSTRATION THAT THE PROPOSED CONTRACTOR'S UNIQUE QUALIFICATIONS OR THE NATURE OF THE ACQUISITION REQUIRES USE OF THE AUTHORITY CITED.

See attached.

(B) DESCRIBE THE EFFORTS TAKEN TO ENSURE OFFERS WERE SOLICITED FROM AS MANY POTENTIAL SOURCES AS IS PRACTICABLE, INCLUDING WHETHER A COMMERCE BUSINESS DAILY (CBD) NOTICE WAS OR WILL BE PUBLISHED AS REQUIRED BY SUBPART 5.2 AND, IF NOT, WHICH EXCEPTION UNDER 5.202 APPLIES.

See attached.

(C) DEMONSTRATION THAT THE ANTICIPATED COST TO THE GOVERNMENT WILL BE FAIR AND REASONABLE.

See attached.

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15. JUSTIFICATION CONTINUED (Attach additional pages if needed)

(G) LIST THE ACTIONS THE BUREAU WILL TAKE TO PROMOTE COMPETITION ON ANY SUBSEQUENT ACQUISITIONS FOR SIMILAR SUPPLIES OR SERVICES.

(H) STATEMENT THAT REQUIREMENT DOES NOT RESULT FROM A LACK OF PLANNING OR THE EXPIRATION OF FUNDS.

See attached.

16. COMPETITION REVIEW BOARD RECOMMENDATION (OPTIONAL)

APPROVE

DISAPPROVE

<i>(Name & Title)</i>	<i>(Signature)</i>	<i>(Phone No.)</i>	<i>(Date)</i>
<i>(Name & Title)</i>	<i>(Signature)</i>	<i>(Phone No.)</i>	<i>(Date)</i>
<i>(Name & Title)</i>	<i>(Signature)</i>	<i>(Phone No.)</i>	<i>(Date)</i>

ADDITIONAL APPROVALS

OVER \$500,000	17. BUREAU COMPETITION ADVOCATE <i>(Name & Title)</i>	<input type="checkbox"/> APPROVE	<i>(Signature)</i>	<i>(Phone No.)</i>
		<input type="checkbox"/> DISAPPROVE		<i>(Date)</i>
OVER \$10 MILLION	18. BUREAU HEAD OR SENIOR EXECUTIVE SERVICE DESIGNEE <i>(Name & Title)</i>	<input type="checkbox"/> APPROVE	<i>(Signature)</i>	<i>(Phone No.)</i>
		<input type="checkbox"/> DISAPPROVE		<i>(Date)</i>
OVER \$50 MILLION	19. SENIOR PROCUREMENT EXECUTIVE <i>(Name & Title)</i>	<input type="checkbox"/> APPROVE	<i>(Signature)</i>	<i>(Phone No.)</i>
		<input type="checkbox"/> DISAPPROVE		<i>(Date)</i>

NOTE: Each review must be preceded by lower level approval(s), e.g., over \$50 million all approvals are required. IN NO CASE WILL AN INDIVIDUAL SIGN MORE THAN ONE APPROVAL LEVEL.

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Justification

This will serve to justify the AUTOTRACK XP/Autotrack XP subscription service. The contract should include the base year of FY 2000 with four additional option years.

(G)

In conclusion, with continued service of AUTOTRACK XP, ATF maintains its powerful data searches and unique comprehensive reporting capabilities to better serve the overall mission of the Intelligence Division in providing up-to-date and quality information in support of their enforcement techniques, as well as the overall mission of the Bureau.