

## Electronic Research Capabilities - 2003 Vision: Large Amounts of Data from Commercial Sites Mirrored on IRS Servers

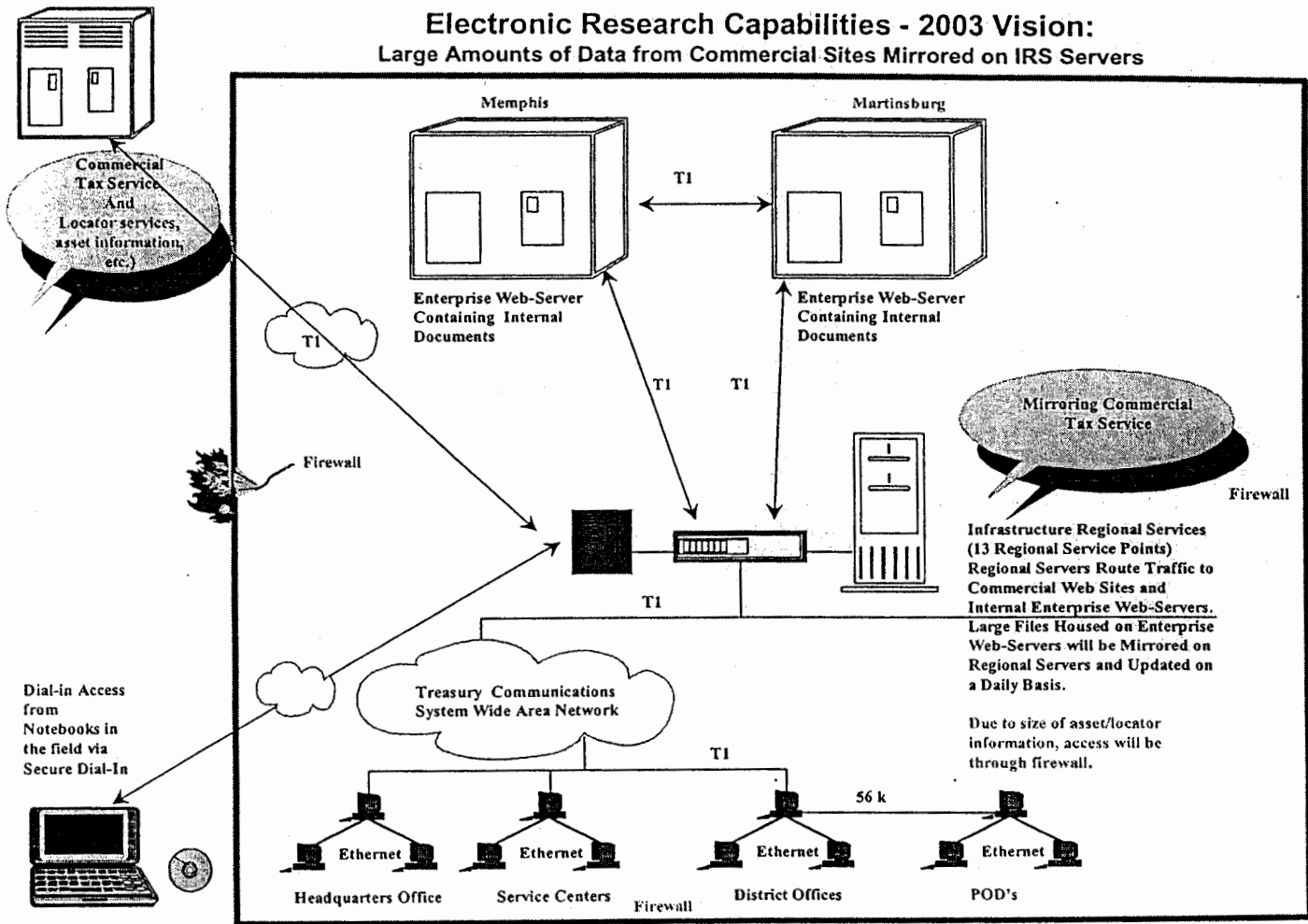


Exhibit A

### Restricted Area

A restricted area is an area to which entry is restricted to authorized personnel (individuals assigned to the area). All restricted areas must either meet secured area criteria, security room criteria or provisions must be made to store protectable items in appropriate containers during non-duty hours. The use of restricted areas is an effective method for eliminating unnecessary traffic through critical areas, thereby reducing the opportunity for unauthorized disclosure or theft of tax information.

Restricted areas will be prominently posted and separated from non-restricted areas by physical barriers which control access. The number of entrances will be kept to a minimum. The main entrance will be controlled by locating the desk of a responsible employee at the entrance to assure that only authorized personnel, with an official need, enter. Lesser-used entrances should have cameras or electronic intrusion detection devices to monitor access.

A restricted area register will be maintained at a designated entrance to the restricted area, and all visitors (persons not assigned to the area) entering the area will be directed to the designated entrance. Visitors entering the area, will enter (in ink) in the register: their name, signature, assigned work area, escort, purpose for entry, and time and date of entry.

The entry control monitor will verify the identity of visitors by comparing the name and signature entered in the register, with the name and signature of some type of photo identification card, such as a driver's license. When leaving the area, the entry control monitor or escort will enter the visitor's time of departure.

Each restricted area register will be closed out at the end of each month, and reviewed by the area supervisor/manager. It is recommended that the register be reviewed by a second level of management. Each review should determine the need for access for each individual.

To facilitate the entry of employees who have a frequent and continuing need to enter a restricted area, but are not assigned to the area, an Authorized Access List (AAL) can be maintained. Each month a new Authorized Access List will be prepared, dated and approved by the restricted area supervisor. Generally individuals on the AAL should not be required to sign in and the monitor should not be required to make an entry in the Restricted Area Register. If there is any doubt as to the identity of the individual prior to permitting entry, the entry control clerk will verify the identity prior to permitting entry.

### Security Room

A security room is a room (the primary purpose of which is to store protected items) which has been constructed to resist forced entry. The entire room must be enclosed by slab-to-slab walls constructed of approved materials -masonry brick, dry wall, etc. - and supplemented by periodic inspection. All doors for entering the room must be locked in accordance with requirements set forth in Section 6.7, "Locking Systems for Secured Areas and Security Rooms," and entrance limited to specifically authorized personnel. Door hinge pins must be nonremovable or installed on the inside of the room.

In addition, any glass in doors or walls will be security glass [a minimum of two layers of 1/8-inch plate glass with .060 inch (1/32) vinyl interlayer. Nominal thickness shall be 5/16 inch.] Plastic glazing material is not acceptable.

Vents or louvers will be protected by an Underwriters' Laboratory (UL) approved electronic intrusion detection system which will annunciate at a protection console, UL approved central station or local police station and given top priority for guard/police response during any alarm situation.

Cleaning and maintenance should be performed in the presence of an employee authorized to enter the room.

### Secured Area/Secured Perimeter

Secured areas are internal areas which have been designed to prevent undetected entry by unauthorized persons during non-duty hours. Secured perimeter/secured area must meet the following minimum standards:

- Enclosed by slab-to-slab walls constructed of approved materials and supplemented by periodic inspection or other approved protection methods; or any lesser type partition supplemented by UL approved electronic intrusion detection and fire detection systems
- Unless electronic intrusion detection devices are utilized, all doors entering the space must be locked, and strict key or combination control should be exercised.
- In the case of a fence and gate, the fence must have intrusion detection devices or be continually guarded and the gate must be either guarded or locked with intrusion alarms.
- The space when cleaned must be during duty hours in the presence of a regularly assigned employee.

### Containers

The term container includes all file cabinets (both vertical and lateral), safes, supply cabinets, open and closed shelving or desk and credenza drawers, carts or any other piece of office equipment designed for the storage of files, documents, papers, or equipment. Some of these containers are designed for storage only, and do not provide protection (e.g., open shelving). For purposes of providing protection, containers can be grouped into three general categories - locked containers; security containers; and, safes or vaults.

### Locked Container

A lockable container is a commercially available or prefabricated metal cabinet or box with riveted or welded seams or metal desks with lockable drawers. The locked mechanism may be either a built in key or a hasp and lock.

### Security Container

Security containers are metal containers that are lockable and have a tested resistance to penetration. To maintain the integrity of the security container, key locks should have only two keys and strict control of the keys is mandatory; combinations will be given only to those individuals who have a need to access the container. Security containers include the following:

- Metal lateral key lock files.
- Metal lateral files equipped with lock bars on both sides and secured with security padlocks.
- Metal pull drawer cabinets with center or off-center lock bars secured by security padlocks.
- Key lock "Mini Safes" properly mounted with appropriate key control.

If the central core of a security container lock is replaced with a non-security lock core, then the container no longer qualifies as a security container.

**Safes/Vaults**

A safe is a GSA approved container of Class I, IV, or V; or an Underwriters laboratories Listings of TRTL-30, TRTL-60, or TXTL-60. A vault is a hardened room with typical construction of reinforced concrete floors, walls and ceilings, utilizes UL approved vault doors and meets GSA specifications.

**Locks**

The lock is the most accepted and widely used security device for protecting installations and activities, personnel data, tax data, classified material and government and personal property. All containers, rooms, buildings, and facilities containing vulnerable or sensitive items should be locked when not in actual use. However, regardless of their quality or cost, locks should be considered as delay devices only, and not complete deterrents. Therefore, the locking system must be planned and used in conjunction with other security measures.

A periodic inspection should be made on all locks to determine each locking mechanism's effectiveness, to detect tampering, and to make replacements.

### Trusted Computing Base (TCB)

The totality of protection mechanisms within a computer system -- including hardware, firmware, and software -- the combination of which is responsible for enforcing a security policy. A TCB consists of one or more components that together enforce a unified security policy over a product or system. The ability of a TCB to correctly enforce a security policy depends solely on the mechanisms within the TCB and on the correct input by system administration personnel of parameters (e.g., a user's clearance) related to the security policy.

### SECURITY POLICY

(1) OBJECT REUSE. --A means of preventing unauthorized access by clearing all protected information on objects before they are allocated or reallocated out of or into the system. If an object, such as a disk, tape or storage devices which may be used for printing, file servers, etc., is to be taken out of a system and made available for other uses, it must be cleared of all protected information. This does not include tapes/disks which are used to store data for reuse in the same program or tapes/disks which are specifically assigned to a single program and to which only individuals with the same authorizations and need-to-know have access to the data. Objects being allocated into the system also must not contain residual protected data which other users may access.

(2) DISCRETIONARY ACCESS CONTROL (DAC). --A means of restricting access to objects based on the identity and need-to-know of the users and/or groups to which they belong. All computer systems with Federal tax information must have, as a minimum, discretionary access control.

### ACCOUNTABILITY

(1) IDENTIFICATION/AUTHENTICATION. --Ensure individual accountability through identification and authentication of each individual system user. Identification and authentication is often accomplished with user ID's and passwords. Passwords must be constructed, protected, and administered in accordance with current Federal standards. The current standard is Federal Information Processing Standards Publication (FIPS PUB) 112, "Password Usage." FIPS publications are sold by the National Technical Information Service, U.S. Department of Commerce, 5285 Port Royal Road, Springfield, VA. 22161. The system may use any method which uniquely identifies users and requires proof of identity before accessing the system. Identification/authentication must be an auditable function.

(2) AUDIT. -- Maintain an audit trail of accesses to the objects and data it protects. The audit trail is a systemic record that is sufficient to enable reconstruction and/or review of activities related to operations, procedures, or events occurring on that system. Audit trails must, at a minimum, be able to record log-in attempts, password changes, and file creations, changes and/or deletions. The audit trail must be protected in such a way that it can not be changed by the user. Audit trails must be reviewed regularly by supervisory, security, or other authorized agency individuals who are not the regular program users. If contractors are authorized, they may be allowed to audit the system. However, the agency must have some review and control procedure to ensure audit trails are being examined regularly. Anomalies must be reported to appropriate supervisory and/or security personnel for follow-up action.

**ASSURANCE**

(1) SYSTEM ARCHITECTURE. --The Trusted Computer Base (TCB) shall maintain a domain for its own execution that protects it from external interference or tampering (e.g., by modification of its code or data structures). Resources controlled by the TCB may be a defined subset of the subjects and objects in the ADP system. The TCB shall isolate the resources to be protected so that they are subject to the access control and auditing requirements.

(2) SYSTEM INTEGRITY. --Hardware and /or software features shall be provided that can be used to periodically validate the correct operation of the on-site hardware and firmware elements of the TCB.

(3) SECURITY TESTING. --The security mechanisms of the ADP system shall be tested and found to work as claimed in the system documentation. Testing shall be found to assure that there are no obvious ways for an unauthorized user to bypass or other wise defeat the security protection mechanisms of the TCB. Testing shall also include a search for obvious flaws that would allow violation of resource isolation, or that would permit unauthorized access to the audit or authentication data.

**DOCUMENTATION**

(1) SECURITY FEATURES USER-S GUIDE. --A single summary, chapter, or manual in user documentation shall describe the protection mechanisms provided by the TCB, guidelines on their use, and how they interact with one another.

(2) TRUSTED FACILITY MANUEL. -- A manual addressed to the ADP system administrator shall present cautions about functions and privileges that should be controlled when running a secure facility. The procedures for examining and maintaining the audit files as well as the detailed audit record structure for each type of audit event shall be given.

(3) TEST DOCUMENTATION. --The system developer shall provide to the evaluators a document that describes the test plan, test procedures that show how the security mechanisms were tested, and results of the security, mechanism's functional testing.

(4) DESIGN DOCUMENTATION- Documentation shall be available that provides a description of the manufacturer's philosophy of protection and an explanation of how this philosophy is translated into the TCB. If the TCB is composed of distinct modules, the interfaces between these modules shall be described.

## **PHYSICAL AND COMPUTER REPORTING REQUIREMENTS**

*Note: 'Agency' and/or 'agencies' refers to any entity (Federal, state, local governments and/or contractors) receiving Federal Tax Information.*

### **General**

IRC 6103(p)(4)(E) requires agencies receiving Federal Tax Information (FTI) to file a report that describes the procedures established and used for ensuring the confidentiality of the information received from the IRS. The Safeguard Procedures Report (SPR) is a record of how FTI is processed by the agency; it states how it is protected from unauthorized disclosure by that agency.

Annually thereafter, the agency shall file a Safeguard Activity Report (SAR). This report advises the IRS of minor changes to the procedures or safeguards described in the SPR. It also advises the IRS of future actions that will affect the agency's safeguard procedures, summarizes the current efforts to ensure the confidentiality of the FTI, and finally, certifies that the agency is protecting FTI pursuant to IRC 6103 (p) (4) and the agency's own security requirements.

### **Safeguard Procedures Report**

The SPR must be on letterhead, signed by the head of the agency or delegate, dated, and contain the following information:

1. Responsible Officer(s)

The name, title, address, and telephone number of the official authorized to request Federal tax information from the IRS.

The name, title, address, and telephone number of the official responsible for implementation of the safeguard procedures.

2. Location of the Data

An organizational chart or narrative description of the receiving agency, that includes all functions where FTI will be processed or maintained. If the information is to be used or processed by more than one function, then the pertinent information must be included for each function

3. Flow of the Data

A chart or narrative describing the flow of FTI through the agency from its receipt through its return to the IRS or its destruction, how it is used or processed, and how it is protected along the way. (See specific safeguard requirements below.) Indicate if FTI is commingled or transcribed into data kept by the agency.

4. System of Records

A description of the permanent record(s) used to document requests for, receipt of, distribution of (if applicable), and disposition (return to IRS or destruction) of the FTI (including tapes or cartridges). Agencies are expected to be able to provide an "audit trail" for information requested and received, including any copies or distribution beyond the original document/media.

5. Secure Storage of the Data

A description of the security measures employed to provide secure storage for the data when it is not in current use. Secure storage encompasses such diverse considerations as locked files or containers, secured facilities, key or combination controls, off-site storage, and restricted areas.

6. Limiting Access to the Data

A description of the procedures or safeguards employed to ensure access to FTI is limited to those individuals who are authorized access and have a need-to-know. Describe how the information will be protected from unauthorized access when in use by the authorized recipient(s).

The physical barriers to unauthorized access should be described (including the security features of the facilities where FTI is used or processed) and systemic or procedural barriers.

7. Disposal

A description of the method(s) of disposal of the different types of FTI provided by the IRS when not returned to the IRS. The IRS will request a written report that documents the method of destruction and the that records were destroyed. (See "4" above.)



8. Computer Security

All automated information systems and networks that process, store, or transmit sensitive but unclassified information (FTI), must meet or exceed the requirements for Controlled Access Protection (C2) as evaluated by the NIST. When transmitting FTI, encryption or guided media must be employed

A. *Microprocessors and Mainframe Systems (Tier I)*

Describe the systemic controls employed to ensure compliance with the C2 level of access control.

Additional comments regarding the safeguards employed to ensure the protection of the computer system are also appropriate, including security features of the facility.

B. *LANS, WANS, Internet, etc. (Tier II)*

Describe in detail the security precautions undertaken if the agency's computer systems are connected or planned to be connected to other systems. Controls must be established according to guidelines from the NIST.

C. *Personal Computer/Notebook/Laptops (Tier III)*

In the event that FTI is (or is likely to be) used or processed by agency employees on personal computers, the safeguard Procedures Report must include procedures for ensuring that all data is safeguarded from unauthorized access or disclosure. Include the procedures to be employed to ensure secure storage of the disks and the data, limit access to the disk(s), or computer screens and destruction of the data.

9. Agency Disclosure Awareness Program

Each agency receiving FTI should have an awareness program that annually notifies all employees having access to FTI of the confidentiality provisions of the IRC, a definition of what returns and return information is, and the civil and criminal sanctions for unauthorized inspection or disclosure. A description of the formal program should be included in the SPR.

**Submission of Safeguard Procedures Report**

The Contractor shall submit this report to the COTR (see contract clause G.2) within forty-five (45) days of contract award.

**Annual Safeguard Activity Report**

The SAR must be on letterhead, signed by the head of the agency or delegate, and contain the following information:

*1. Changes to Information or Procedures Previously Reported*

- A. Responsible Officers or Employees
- B. Functional Organizations Using the Data
- C. Computer Facilities or Equipment and System Security – Changes or Enhancements
- D. Physical Security – Changes or Enhancements
- E. Retention or Disposal Policy or Methods

*2. Current Annual Period Safeguard Activities*

- A. Agency Disclosure Awareness Program

Describe the efforts to inform all employees having access to FTI of the confidentiality requirements of the IRC, the agency'/contractor's security requirements and the sanctions imposed for unauthorized inspection or disclosure of return information.

*B. Reports of Internal Inspections*

Copies of a representative sampling of the Inspection Reports and a narrative of the corrective actions taken (or planned) to correct any deficiencies, should be included with the annual SAR.

*C. Disposal of FTI*

Report the disposal or the return of FTI to the IRS or source. The information should be adequate to identify the material destroyed and the date and manner of destruction.

3. Actions on Safeguard Review Recommendations

The agency shall report all actions taken, or being initiated, regarding recommendations in the Final Safeguard Review Report issued as a result of the latest safeguard review.

4. Planned Actions Affecting Safeguard Procedures

Any planned action that would create a major change to current procedures or safeguard considerations should be reported. Such major changes would include, but are not limited to, new computer equipment, facilities or systems, or use of contractors (as permitted by law or regulation) to do programming, processing or administrative services requiring access to FTI.

**Submission Dates for the Safeguard Activity Report**

The Contractor shall submit this report to the COTR (see contract clause G.2) for the calendar year by January 31 of the following year.

## YEAR 2000 DATE STANDARDS AND DATE USAGE GUIDELINES

The purpose of this section is to provide guidance and assistance to the Information Systems (IS) programming community regarding the utilization of date-related standards during the Year 2000 Conversion Project. These standards are to be applied to all stored data and programs accessing this data.

### Year 2000 compliance (definition)

1. All instances (e.g., input, output, internal program use) of date-related data (calendar/business days, durations, end of week, end of quarter, cycles, tax-periods etc.) will utilize the full four-position year field, YYYY. As a result, programs will neither abnormally end nor generate incorrect values. This is applicable to, but not necessarily limited to, physical data files, data record layouts, date comparison/derivation logic in program source code, on-line screens, reports, batch processing jobs and date acceptance routines.
2. All year fields will be represented as YYYY.

### Y2k Date Standards

1. All electronic year dates, whether exchanged with non-IRS organizations (both government and private) or part of the internal IRS systems shall adhere to the following:
  - All year date formats will expand representations from 2-digits to 4-digits 'YYYY' (e.g., Gregorian, Julian, Tax Period, Cycle Dates)
  - Year storage must be contiguous
  - Year storage must contain valid year values
2. No special characters are to be stored in any fields to represent century, e.g., hex or alpha representations. The year field must be expanded from 2 bytes to 4 bytes.
3. The DLN (Document Locator Number) contains a year digit. The DLN will be exempt from conversion.

### Century (Y2k) Conversion Date Usage Guidelines

1. Electronic year date output to non-IS customers within IRS (such as Collections, Internal Audit and Exam) will be 'YYYY'.
2. Year date representation on screens and reports will be 'YYYY'. Exemptions from this directive must be requested through the Century Date Change Waiver Process.

Exhibit D

3. Archive data no longer included in regularly scheduled processing does not need to be converted.
4. The use of system-wide standard date routines (either IRS-developed or COTS) will be employed in source code, wherever possible.
5. All Y2k conversion efforts will follow guidelines already established in existing IRS programming standards documents including, but not limited to, IRM Chapter 2500 and Document 7986 - Naming Standards. Specifically:
  - IRM Chapter 2500, General Programming Guidelines 2553.32, paragraph 433: Date fields are to be used only for date fields. Non-date information is not to be stored in date fields.
  - Document 7986, Naming Standards: Date field names should be meaningful and should accurately describe the date field, e.g., BIRTH-DATE.
6. Recommended practices: externalize literal usage of dates wherever possible. For example, interest rates that apply to certain date ranges would be established as a data file or database table rather than being hard-coded in the program.

Contract Attachment 1

Projected Employee Profile Data for Locator Services Packages

PACKAGE #1: CREDIT BUREAU PACKAGE

CLIN 00001: Credit Header Information

Functional Area	Projected Usage
ACS	25,000/month*

\*This figure presumes that Credit Header Information includes employer data, which is a highly desirable feature of this RFP. Monthly usage would be significantly less if employer data were not included on the Credit Header.

CLIN 00002: Full Credit Reports – Domestic

Functional Area	Projected Usage
Collection	7,500/month

CLIN 00003: Full Credit Reports – International

Functional Area	Projected Usage
International Office-Collection	100/month

**PACKAGE #2: PUBLIC RECORDS PACKAGE**

CLIN 00004: Credit Header, Pers/Real Prop, DMV, and Secretary of State - Concurrent Users

Functional Area	Projected Number of Users Having Access				
	Base Year	Option Year I	Option Year II	Option Year III	Option Year IV
Customer Service .	5,000	5,000	5,000	5,200	5,200
Appeals	300	360	432	518	622
Exam	6,500	7,900	9,500	11,500	11,500
Employee Plans/Exempt Organizations	700	1,000	1,400	2,000	2,000
TOTALS:	12,500	14,260	16,332	19,218	19,322

CLIN 00005: Credit Header, Pers/Real Prop, DMV, and Secretary of State - Delayed Batch Processing

As Delayed Batch Requests will be made on an ad-hoc basis (depending on the needs of the IRS), we cannot at this time predict the frequency of these requests, nor the number of search items contained in a given request. We have allowed pricing for several different ranges of search requests. See the pricing tables for more details on this.

CLIN 00006: Full Search - Concurrent Users

Functional Area	Projected Number of Users Having Access				
	Base Year	Option Year I	Option Year II	Option Year III	Option Year IV
Collection	8,000	8,480	9,000	9,530	10,000

CLIN 00007: Full Search - Delayed Batch Processing

As Delayed Batch Requests will be made on an ad-hoc basis (depending on the needs of the IRS), we cannot at this time predict the frequency of these requests, nor the number of search items contained in a given request. We have allowed pricing for several different ranges of search requests. See the pricing tables for more details on this.

**Section J, Attachment 2, District Offices/Service Centers**

**District Offices/International**

<b>CITY</b>	<b>ADDRESS</b>	<b>CONTACT PERSON</b>	<b>PHONE NUMBER</b>
<b>Atlanta, GA</b>	401 W. Peachtree St. NW Stop 200 Atlanta, GA 30365	Doris Nwanebu	(404) 338-8100
<b>Austin, TX</b>	300 E. Eighth Street Mail Code 1000 AUS Austin, TX 78701	Sylvia Koch	(512) 499-5201
<b>Baltimore, MD</b>	31 Hopkins Plaza Baltimore, MD 21201	Susan Arczynski	(410) 962-3084
<b>Boston, MA</b>	JFK Federal Building Boston, MA 02203	Jan Cormier	(617) 565-1628
<b>Brooklyn, NY</b>	10 Metro Tech Center 625 Fulton Street Brooklyn, NY 11210	Althea Williams	(718) 488-2000
<b>Buffalo, NY</b>	111 W. Huron Street Buffalo, NY 14202	MaryAnn Dombrowski	(716) 551-5500
<b>Chicago, IL</b>	230 S. Dearborn Mail Code 1000 CHI Chicago, IL 60604	Kim Rogers	(312) 886-4300
<b>Cincinnati, OH</b>	550 Main St. Rm. 7116 Cincinnati, OH 45202	Sandi Buhrlage	(513) 684-2544
<b>Dallas, TX</b>	1100 Commerce Street Mail Code 1000 DAL Dallas, TX 75242	Karen Migliore	(214) 767-1191
<b>Denver, CO</b>	600 17 <sup>th</sup> Street Stop 1000 DEN Denver, CO 80202-2490	Paula Freed	(303) 446-1000
<b>Detroit, MI</b>	477 Michigan Avenue Stop 1 Room 2483 Detroit, MI 48226	Sandy Hughes	(313) 628-3660
<b>Fort Lauderdale, FL</b>	One N. University Drive Building B Ft. Lauderdale, FL 33324	Sharon Phillips	(954) 423-7300
<b>Greensboro, NC</b>	320 Federal Place Greensboro, NC 27401	Barbara Seay	(336) 378-2091



CITY	ADDRESS	CONTACT PERSON	PHONE NUMBER
Hartford, CT	William R. Cotter Fed. Bldg. 135 High Street Hartford, CT 06103	Nancy Tesla	(860) 240-4236
Houston, TX	1919 Smith Street Mail Code 1000 HOU Houston, TX 77002	Eva Cisneros	(713) 209-3704
Indianapolis, IN	575 N. Pennsylvania St. Room 558 Indianapolis, IN 46204	Helen Heffernan	(317) 226-6016
Jacksonville, FL	400 W. Bay Street, Ste. 35045 Stop D Jacksonville, FL 32202- 4437	Faye Pope	(904) 232-2945
Laguna Niguel, CA	24000 Avila Road Laguna Niguel, CA 92656	Storm Jensen	(949) 360-2069
Los Angeles, CA	300 N. Los Angeles St. Los Angeles, Ca 90012	Karen Mikulik	(213) 894-4120
Milwaukee, WI	Reuss Federal Plaza 310 W. Wisconsin Avenue Mail Code 1000 MIL Milwaukee, WI 53203- 2221	Lora Barich	(414) 297-3321
Nashville, TN	801 Broadway Nashville, TN 37203	Linda Thorpe	(615) 736-5731
New Orleans, LA	600 S. Maestri Place Stop 6 New Orleans, LA 70130	Earlene Knox	(504) 558-3344
New York, NY	290 Broadway New York, NY 10007	Shirley Shelton	(212) 436-1000
Newark, NJ	955 So. Springfield Avenue Springfield, NJ 07081	Lyn Dundon	(973) 921-4117
Oakland, CA	1301 Clay Street Suite 1600 S Oakland, CA 94612	Carlisa Mullins	(510) 637-2700
Oklahoma City, OK	55 N. Robinson Street Mail Code 1000 OKC Oklahoma City, OK 73102	Susan Reeves	(405) 297-4411
Philadelphia, PA	600 Arch Street, Room 7400 Philadelphia, PA 19106	Micki Hughes	(215) 861-1371

CITY	ADDRESS	CONTACT PERSON	PHONE NUMBER
Phoenix, AZ	210 E. Earll Drive Phoenix, AZ 85012	Susan Shows	(602) 207-8289
Richmond, VA	400 N. Eighth Street Richmond, VA 23240	Sue Williams	(804) 771-2255
San Jose, CA	55 S. Market Street San Jose, Ca 95113	Janet Wong	(408) 494-8200
Seattle, WA	915 Second Avenue Seattle, WA 98174	Vicky Davidson	(206) 220-6010
St. Louis, MO	1222 Spruce St, Rm. 2300 Mail Code 1000 STL St. Louis, MO 63166	Scharlotte Nelson	(34) 539-2001
St. Paul, MN	Fed. Bldg. & Court House 316 N. Robert Street Mail Code 1000 STP St. Paul, MN 55101	Mary D Tapley	(612) 290-3326

### Service Centers

NAME	ADDRESS	CONTACT PERSON	PHONE NUMBER
Andover	310 Lowell Street Andover, MA 01812	Marlene Linehan	(978) 474-5421
Atlanta	4800 Buford Highway Stop 29 Chamblee, GA 30341	Lynn Watkins	(770) 455-2214
Austin	3651 Interregional Hwy Austin, TX 78741	Maryann Hernandez	(512) 460-7002
Brookhaven	1040 Waverly Avenue, Stop 100 Holtsville, NY 11742	Carol Baratta	(516) 654-6123
Cincinnati	201 W. Rivercenter Blvd. Covington, KY 41019	Marty Dorschug	(606) 292-5678
Fresno	5045 E. Butler Avenue Fresno, CA 93888	Laura Cavazos	(559) 454-6001
Kansas City	2306 E. Bannister Road Kansas City, MO 644131	Dori Swartz	(816) 926-5512
Memphis	5333 Getwell Road Stop 1 Memphis, TN 38118	Sandra Thomas	(901) 546-2224
Ogden	1160 W. 1200 South St. Ogden, UT 84201	Julia Fujimoto	(801) 620-6365
Philadelphia	11601 Roosevelt Blvd. Philadelphia, PA 19154	Marybeth Pacifico	(215) 516-2221

**Section J, Attachment 3, Additional Location Addresses**

<b>CITY</b>	<b>ADDRESS</b>	<b>CONTACT PERSON</b>	<b>PHONE NUMBER</b>
<b>Pittsburgh, PA</b>	1001 Liberty Ave Suite 1300 Pittsburgh, PA 15222	Pat Wilson	(412) 644-5919
<b>San Antonio, TX</b>	Summit Tower 5835 Callaghan Rd. San Antonio, TX 78228	William Smits	(210) 706-5353
<b>Washington, DC:</b> The following 3 locations in the Washington DC Metropolitan Area may be utilized:	Contact person	Dick Dunn	(202) 622-5753
International Office 950 L'Enfant Plaza, SW Washington, DC 20024	National Office 1111 Constitution Ave. NW Washington, DC 20224		New Carrollton, MD 5000 Ellin Rd. Lanham, MD 20706

ACS	Automated Collection System
ActiveX	Microsoft Corporation's answer to Java. ActiveX is a stripped down Object Linking and Embedding (OLE) designed to run over slow Internet links.
Batch Processing	A group of search requests to be completed in a single program run.
Business Name Association	The business name association would advise the user of the existence of alternate names by which the same entity might be referred. For example, ABC, Inc. is a corporation trading as 'Alphabet Soup'. A search for either 'ABC, Inc.' or 'Alphabet Soup' would result in the alternative name being reported to the user.
CD-ROMs	Compact Disc Read Only Memory: A non-volatile optical storage medium using the same physical format as audio compact discs, readable by a computer with a CD-ROM drive.
CLIN	Contract Line Item Number.
Concurrent Users	The number of users logged onto the Contractor's system at any given time. It is inherent upon the Contractor to maintain records regarding the number of concurrent users on the system at any given time. This information will be provided to the COTR at the time of monthly billing.
COTR	Contracting Officer's Technical Representative. The COTR serves as the liaison between the contractor and the IRS, and monitors the contract to ensure both parties are meeting its terms.
Delayed Batch Searches	Batch processing requests for which immediate processing of the request is not expected. Response time for delayed batch searches will be within 5 business days of receipt.
DOS	Microsoft Corporation's disk operating system
Encryption Software	Software that uses a procedure to convert plaintext into ciphertext in order to prevent any but the intended recipient from reading the data.
Ethernet	A local area network first described by Metcalfe and Boggs of XEROX PARC in 1976, where data is broken down into packets which are transmitted using CSMA/CD algorithm until they arrive at the destination without colliding with any other data packets.
Firewall	Used on networks to provide added security by blocking access to certain services in the private network from the rest of the Internet, in the same way that a firewall in a building keeps a fire from spreading.

Freeze Codes	Freeze Codes are alphabetic and/or numeric indicators used within the IRS to specify conditions that are generated either systemically, during our own processing operations, or manually, through the input of a transaction code. These are included as examples in the RFP only to reiterate that no <b>non-date</b> values may be stored in any date-specific field.
Full Credit Report – Domestic	Information generated by a consumer reporting agency about consumers residing in the United States of America, providing information on credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor establishing the consumer's eligibility for: Credit; Insurance to be used primarily for personal, family or household purposes; employment purposes; or any purpose authorized under Section 604 of the Fair Credit Reporting Act.
Full Credit Report – International	Information generated by a consumer reporting agency about consumers residing outside the United States of America, providing information on credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor establishing the consumer's eligibility for: Credit; Insurance to be used primarily for personal, family or household purposes; employment purposes; or any purpose authorized under Section 604 of the Fair Credit Reporting Act.
Full Search	A search of all the databases available under the contract, as opposed to a more limited search, as is required under other CLIN's or in a batch processing environment.
FY 2000 Information Systems Modernization Blueprint	IRS strategy to modernize its tax systems and computing resources/systems service-wide.
HTTP	HyperText Transfer Protocol -- the method used to transfer hypertext files across the Internet.
ICS	Integrated Collection System. ICS is a UNIX program used by the Collection Division which provides a network of internal case inventory information.

Indicators	Indicators are alphabetic and/or numeric indicators used within the IRS to specify conditions that are generated either systemically, during our own processing operations, or manually, through the input of a transaction code. These are included as examples in the RFP only to reiterate that no <b>non-date</b> values may be stored in any date-specific field.
Interactive Batch Searches	Process to be implemented when a user inputs a group of up to 20 search requests to be completed in a single program run. Upon transmittal, the request would be immediately processed, and results returned to the user upon completion.
Interactive Searches	Real Time searches in which the contractor provides not only requested search information, but also gives the user the ability to modify the search criteria that was previously input. An Interactive Search might also suggest alternative searches that might be requested.
Internet	A loose confederation of networks around the world, the networks that make up the Internet are connected through several backbone networks. The Internet grew out of the U.S. Government project ARPAnet project and is specifically designed to have no central governing authority or '>root' mode.
Intranet	Any network which provides similar services within an organization to those provided by the Internet outside it but which is not necessarily connected to the Internet. The most common use a commercial browser and web server which allows the Intranet to provide a simple, uniform hypertext interface to many kinds of information and application programs.
IRM	Internal Revenue Manual. The IRM contains the policies and procedures for all aspects of the various organizations and programs of the Internal Revenue Service.
Java applets	Applications for the Internet that are developed as '>platform independent' using the Java programming language.
Platform	The means by which a user gains access to the contractor's database. This could refer to the user's operating system, or to the connection method being used by the user.
PPP	Point-to-Point Protocol, a method of connecting a computer to the Internet. PPP is more stable than the older SLIP protocol and provides error-checking features.

Real Time	A user is logged into the contractor's service. Search requests input by the user are immediately processed, and responses are immediately returned to the user. There is no substantial 'turn-around time' as would be expected in a batch-processing situation.
Revenue Officer	A Collection division employee who works directly with taxpayers to provide guidance regarding their rights and their tax obligations, to resolve balance-due accounts, and to secure unfiled returns.
SCO 5	Santa Cruz Operation 5, a UNIX operating system developed by the SCO corporation.
Search	Request for information from the contractor's database. A search request will generally consist of a Taxpayer Identification Number (TIN) or name.
Search Audit Trail	A log of searches made during the user's current session. The following data will be included in the Search Audit Trail: The databases accessed by the user, and The search expression and/or path used by the user
Secure	Employing techniques for ensuring that data transmitted by or stored in a computer cannot be read or compromised.
SLIP	Serial Line Internet Protocol, a method of connecting to the Internet.
State Department of Motor Vehicles Records	Data provided via Department of Motor Vehicle (DMV) records varies from state to state, depending on what information a state is willing to supply. In general, DMV records would include vehicle ownership records, owner addresses, plate numbers, Vehicle Identification Numbers (VIN's), and driver's license numbers. Driving record information is not typically available, nor is it expected in this contract. For the purposes of this contract, DMV records would be classified as Personal Property information.
System Administrator	Administrative official responsible for the review and dissemination of Billing Validation Reports for all territories within a specific geographic area. At the time of award, System Administrators' coverage areas will coincide with the current Regional Structure of the IRS.
T1 Circuit/line	A lease line/dedicated connection that links two or more points without going through any switching equipment. T1 provides 24 frames with a bandwidth of 1.544 Megabits Per Second (MBPS).



TCP/IP	An acronym for Transmission Control Protocol and Internet Protocol; a networking standard commonly used to connect networks (Internet).
TELNET	A communication protocol used to connect computers to other computers locally or across the Internet.
TIN	Taxpayer Identification Number. This is either a Social Security Number (for individuals) or an Employer Identification Number (for businesses).
UNIX	A popular multi-user, multitasking operating system developed at Bell Labs in the early 1970s.
Watch Feature	Option which enables the user to request systemic monitoring of a particular search item. When enabled, the watch feature provides electronic notification (at future log-on or via Email) that additional information is available regarding that search item.
Watch Time	The period of time for which the Watch Feature, when enabled, remains active for a particular search item.
Web (or World Wide Web)	A system of Internet servers that supports documents formatted in HTML, and allows links to other documents, graphics, audio, and video files. Not all Internet servers are part of the World Wide Web.
Web Browser	A program designed for accessing web, gopher and other Internet sites.
Web Server	A server process running at a web site which sends out web pages in response to HTTP requests from remote browsers.
Windows	A window system and user interface by Microsoft Corporation to run on top of MS-DOS.
Windows NT	Windows New Technology, Microsoft Corporation's 32 bit operating system designed for high-end workstations and servers and corporate networks.

# Government Subscriber Application and Service Agreement



ChoicePoint  
Public Sector™

8330 Boone Blvd.  
Suite 850  
Vienna, Virginia  
22182

703 734.6200  
fax: 703 734.6218

www.choicepointinc.com

Agency Name: See Standard Form 1449, Block 9

Physical Address: See SF 1449 - Block 9 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ / \_\_\_\_\_ Fax: \_\_\_\_\_ / \_\_\_\_\_ Contact Name: See Attachment 1

Business Use(s) of Data\*: See Attachment 1 - Section C G.1 and G.2

TIRNO-00-D-00029

Check here if you will be accessing or downloading software via Internet E-mail Address: \_\_\_\_\_

If you would prefer software mailed, please select:  CD ROM  3.5" Diskettes (qty. 10)

This Agreement is entered into between ChoicePoint Services Inc., and its affiliates and subsidiaries and the entity first set forth on the reverse hereof ("Subscriber"). CDB Infotek, a CPS subsidiary, is a signatory to the Individual Reference Service Group Industry Principles ("IRSG Principles"). Agreed to terms and conditions are as follows:

1. SERVICE. CPS provides nationwide public record information, document retrieval and related services ("Services") using its proprietary databases and information obtained from third parties ("Third Parties"). Subscriber hereby subscribes to Services for use as a factor in making its business decisions and agrees to pay to CPS the applicable rates and charges therefore set forth in Paragraph 3 below.

2. RESTRICTED RIGHTS TECHNICAL DATA. If the Subscriber is an agency or department of the United States Government, any software, documentation or other information supplied by CPS pursuant to this Agreement is provided as "restricted rights technical data" (as defined by FAR Section 52.227-14). The use, reproduction or disclosure by Subscriber is governed by this Agreement. The use, reproduction or disclosure by any other government department or agency is governed by the Restricted Rights Notice set forth at FAR Section 52.227-14.

3. PERFORMANCE. CPS will use its reasonable efforts to deliver Services requested by Subscriber and to access, update, augment and maintain its compilation of information gathered from selected public records and other sources used in the provision of Services hereunder. Subscriber accepts all information "AS IS." In no event shall CPS or Third Parties be liable for any direct, incidental or consequential damages, however arising, incurred by Subscriber from receipt or use of information delivered hereunder, or the unavailability thereof.

~~4. CHARGES TO SUBSCRIBER. For each response to a request for information, including "no record found," Subscriber agrees to pay to CPS the applicable charge then prevailing for Services rendered to Subscriber (less any discounts listed on the approved GSA or Federal schedules, if applicable). Subscriber shall pay to CPS prices as updated from time to time through on-line announcements, Subscriber Bulletins, and published price schedules. All current and future CPS pricing documents are deemed incorporated herein.~~

5. SUBSCRIBER USE LIMITATIONS. Subscriber acknowledges that CPS and/or Third Parties retain all right, title and interest under applicable contracts, copyright and related laws in the databases and materials contained therein used to provide

Services hereunder, and Subscriber shall use such materials consistent with such right, title and interest and notify CPS of any threatened or actual infringement thereof. Subscriber further acknowledges that this Agreement grants Subscriber a limited license in exchange for payment of the fees and charges set forth in Paragraph 4 hereof, and Subscriber shall not reproduce, retransmit, publish or otherwise transfer for commercial purpose any information that Subscriber receives from Services, except to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information. Subscriber agrees to limit use and dissemination of information from Services solely to use(s) set forth under Business Use(s) on the reverse hereof. Subscriber shall notify CPS immediately of any changes to the information on Subscriber's application for Services. Subscriber shall at no time represent that it is the authorized agent or representative of CPS.

6. SUBSCRIBER USE LIMITATIONS - FAIR CREDIT REPORTING ACT. Subscriber agrees not to use any CPS data, which is the subject of this Agreement, for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose (s) covered by the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) or similar state statute.

7. IRSG APPROPRIATE USES. Subscriber understands and acknowledges that CDB complies with the IRSG Principles, a copy of which may be obtained from CDB or its web site, and that compliance to IRSG Principles extends to the Subscriber. Subscriber also understands and acknowledges that CDB has identified industry-specific appropriate uses for which its products and services are to be used. Subscriber hereby agrees to state its appropriate use for any requested on-line information, prior to accessing it, to limit its use to those stated purposes, and to take appropriate measures so as to protect against the misuse of CPS/CDB's products and services.

8. PAYMENT OF FEES. Subscriber shall be responsible for payment for all Services obtained through Subscriber's access identification code. For U.S. Government Subscribers, the Prompt Payment Act (31 U.S.C. 1801) is applicable to payments under this Agreement. For state or local government Subscribers, payment is due upon receipt of invoice; interest will be charged on any balance remaining for more than 30 days from the date of invoice and shall be subject to interest at a rate not prohibited by law. ~~If payments are past due more than ten (10) days from the date of invoice, CPS may interrupt service. If payments are past due more than 25 days, CPS may terminate this Agreement. Subscriber is~~



Six Hutton Centre  
Santa Ana, CA  
92707-5707

800 427.3747

714 708.2000  
fax: 714 708.1022

www.cdb.com

### SUBSCRIBER SERVICE AGREEMENT

responsible for payment of all collection costs and attorney fees incurred by CPS through its efforts to collect on balance(s) owed by subscriber. All remittances shall be sent to CDB/CPS, P.O. Box 26699, Santa Ana, CA 92799-2699.

a. Subscriber Purchase Orders. This Agreement shall be incorporated by reference into Subscriber's purchase order and a copy of this Agreement shall be attached thereto. If such purchase order shall be inconsistent with the terms and conditions of this Agreement, CPS may, in its sole discretion, reject such purchase order.

9. TERM OF CONTRACT. This Agreement may be terminated by thirty (30) days' written notice from either party to the other except as otherwise provided for under section 12.

10. NEGATION OF LIABILITY/WARRANTY. NEITHER CPS NOR THIRD PARTIES SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE PROVIDED SERVICE-RELATED DATA FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY CPS'S OR THIRD PARTIES' NEGLIGENCE ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING SERVICES OR IN OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER CPS NOR ANY THIRD PARTY UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON CPS OR A THIRD PARTY, THEN SUBSCRIBER AGREES THAT CPS'S AND/OR THIRD PARTIES' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF CPS AND/OR THIRD PARTIES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE SERVICE OR SERVICES TO WHICH A GIVEN CLAIM RELATES AND WHICH WAS CHARGED TO SUBSCRIBER, AND SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE CPS AND/OR THIRD PARTIES FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF CPS AND/OR THIRD PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST CPS AND/OR THIRD PARTIES, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY CPS HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ABSENT THE WAIVERS AND

DISCLAIMERS CONTAINED HEREIN. CPS AND THIRD PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED. CPS AND/OR THIRD PARTIES DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR THE COMPONENTS THEREOF.

11. CPS RECOURSE. Subscriber understands and agrees that CPS and Third Parties shall have full administrative and/or judicial recourse against Subscriber for any and all costs, claims, demands, damages, losses, and liabilities, (including actual attorneys' fees) incurred by CDB and Third Parties as a result of use by Subscriber of the System and/or data received therefrom to the extent the same do not result from the negligent acts or omissions of CPS or Third Parties.

12. AUDIT. Subscriber understands and agrees that in order to ensure compliance with IRSG Principles and applicable law, CPS/CDB will conduct periodic reviews of Subscriber activity and may, on a random basis, contact Subscriber to provide documentation of executed searches. CPS/CDB shall also investigate all legitimate reports of abuse or misuse of the Services by our Subscribers or others. Subscriber agrees to cooperate fully with any and all investigations. Violations discovered in any review by CPS/CDB will be subject to immediate action including, but not limited to, termination of the account, legal action, and/or referral to federal or state regulatory agencies.

13. AGREEMENT ENTIRETY. This Agreement (including all pricing documents, Schedules, Addenda and Exhibits) sets forth the entire understanding and agreement between CPS and Subscriber regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of Third Party services may be governed by terms and conditions different than or in addition to those herein. By receipt of Services, Subscriber agrees to, and shall comply with, such different and/or additional terms of Third Parties and such changes to this Agreement as CPS shall make from time to time by notice to Subscriber. This Agreement shall be interpreted in accordance with the laws of the State of Georgia. Violation by Subscriber of state or federal laws, IRSG Principles, or CPS/CDB'S or Third Parties' established policies and procedures, such as abuse of Services by media subscribers, may result in immediate termination of this Agreement in CPS/CDB'S sole discretion.

I certify that I am authorized to execute this Subscriber Application and Service Agreement on behalf of the agency listed above. Further, I certify on behalf of such agency, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Subscriber Service Agreement.

Signed By: See SF 1449 - Block 31a Date: See SF 1449 - Block 31c  
Print Name: See SF 1449 - Block 31b Title: See SF 1449 - Block 31b

\*Data use(s) limited to listed, appropriate business purposes. See Subscriber Service Agreement on reverse side

#### This Section for ChoicePoint Public Sector/CDB Infotek Use Only

Date Received (Sales): \_\_\_\_\_ Territory #: \_\_\_\_\_ Lead Source: \_\_\_\_\_  
Date Received (Credit): \_\_\_\_\_ CC/Check Received: # \_\_\_\_\_ \$ \_\_\_\_\_  
 O/A  CCB  DO  PO Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Subscriber ID: \_\_\_\_\_ Password: \_\_\_\_\_ Credit Limit: \_\_\_\_\_  
 IIS-2  Qnet

This is a legal agreement between you, the end user, and ChoicePoint Services Inc. and its affiliates and subsidiaries (CPS). BY OPENING THE SEALED DISKETTE PACKAGE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE SEALED DISKETTE PACKAGE AND THE ACCOMPANYING ITEMS (including written documentation and binders or other containers) TO: CHOICEPOINT, SIX HUTTON CENTRE, SANTA ANA, CALIFORNIA 92707.

#### CHOICEPOINT SOFTWARE LICENSE

1. **GRANT OF LICENSE.** Provided that you are a subscriber in good standing, CPS grants you the right to use the enclosed software program as updated from time to time (the "SOFTWARE") to obtain access to the Intelligent Information™ System ("IIS-2"). The SOFTWARE may not be reproduced, revealed, or made available to anyone except authorized CPS subscribers unless required by law. You agree not to commit or permit any act that would impair CPS copyright or proprietary rights in the SOFTWARE.
2. **COPYRIGHT.** The SOFTWARE is owned by CPS and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g., a book or musical recording) except that you may reproduce it for internal use by valid CPS users. You may not copy the written materials accompanying the SOFTWARE.
3. **OTHER RESTRICTIONS.** You may not rent, lease or sell the SOFTWARE, or otherwise profit financially from it. You may not reverse engineer, decompile, or disassemble the SOFTWARE.

#### INDEMNIFICATION/NO WARRANTY

**SUBSCRIBER AGREEMENT PROVISIONS.** The Subscriber Service Agreement, as amended, is incorporated herein and shall apply to your acceptance and use of the SOFTWARE.

**SUBSCRIBER REMEDIES.** CPS' entire liability and your exclusive remedy shall be the repair or replacement of the SOFTWARE if it does not meet CPS specifications. There will be no remedy to you if failure of the SOFTWARE has resulted from accident, abuse, or misapplication.

**NO WARRANTIES.** CPS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS.

**NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL CPS, ITS SUPPLIERS OR ANY OTHER THIRD PARTY BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, HARDWARE DAMAGE OR OTHER DAMAGE OR LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, EVEN IF CPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF CPS PROVIDED ADVICE ON OR ASSISTANCE IN LOADING OR USING THE SOFTWARE. IN CONSIDERATION OF RECEIPT OF THE SOFTWARE FROM CPS, YOU AGREE THAT CPS HAS NO LIABILITY TO YOU WITH RESPECT TO THE SOFTWARE AND YOU AGREE NOT TO SUE CPS FOR ANY MATTER RELATED TO THE SOFTWARE AT ANY TIME.

#### U. S GOVERNMENT RESTRICTED RIGHTS

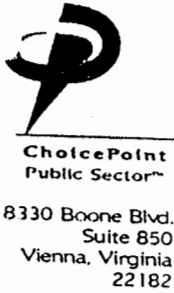
The SOFTWARE and all related documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in contract clause I.9 RIGHTS IN DATA -- GENERAL (JUN 1987), inclusive of Alternates II, III and IV.

Contractor/manufacturer is:

ChoicePoint  
Six Hutton Centre Drive  
Santa Ana, CA 92707

This agreement is governed by the laws of the State of California and of the United States, including patent and copyright laws. Jurisdiction and venue of all disputes arising out of this Software License is irrevocably agreed to be Santa Ana, CA.

# Government Subscriber Application and Service Agreement



8330 Boone Blvd.  
Suite 850  
Vienna, Virginia  
22182  
703 7346200  
fax: 703 7346218

www.choicepointinc.com

Agency Name: See Standard Form 1449, Block 9

Physical Address: See SF 1449 - Block 9 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ / \_\_\_\_\_ Fax: \_\_\_\_\_ / \_\_\_\_\_ Contact Name: See Attachment 1

Business Use(s) of Data\*: See Attachment 1 - Section C G.1 and G.2

TIRNO-00-D-00029

Check here if you will be accessing or downloading software via Internet E-mail Address: \_\_\_\_\_

If you would prefer software mailed, please select:  CD ROM  3.5" Diskettes (qty. 10)

This Agreement is entered into between ChoicePoint Services Inc., and its affiliates and subsidiaries and the entity first set forth on the reverse hereof ("Subscriber"). CDB Infotek, a CPS subsidiary, is a signatory to the Individual Reference Service Group Industry Principles ("IRSG Principles"). Agreed to terms and conditions are as follows:

1. SERVICE. CPS provides nationwide public record information, document retrieval and related services ("Services") using its proprietary databases and information obtained from third parties ("Third Parties"). Subscriber hereby subscribes to Services for use as a factor in making its business decisions and agrees to pay to CPS the applicable rates and charges therefore set forth in Paragraph 3 below.

2. RESTRICTED RIGHTS TECHNICAL DATA. If the Subscriber is an agency or department of the United States Government, any software, documentation or other information supplied by CPS pursuant to this Agreement is provided as "restricted rights technical data" (as defined by FAR Section 52.227-14). The use, reproduction or disclosure by Subscriber is governed by this Agreement. The use, reproduction or disclosure by any other government department or agency is governed by the Restricted Rights Notice set forth at FAR Section 52.227-14.

3. PERFORMANCE. CPS will use its reasonable efforts to deliver Services requested by Subscriber and to access, update, augment and maintain its compilation of information gathered from selected public records and other sources used in the provision of Services hereunder. Subscriber accepts all information "AS IS." In no event shall CPS or Third Parties be liable for any direct, incidental or consequential damages, however arising, incurred by Subscriber from receipt or use of information delivered hereunder, or the unavailability thereof.

~~4. CHARGES TO SUBSCRIBER. For each response to a request for information, including "no record found," Subscriber agrees to pay to CPS the applicable charge then prevailing for Services rendered to Subscriber (less any discounts listed on the approved GSA or Fedlink schedules, if applicable). Subscriber shall pay to CPS prices as updated from time to time through on-line announcements, Subscriber Bulletins, and published price schedules. All current and future CPS pricing documents are deemed incorporated herein.~~

5. SUBSCRIBER USE LIMITATIONS. Subscriber acknowledges that CPS and/or Third Parties retain all right, title and interest under applicable contracts, copyright and related laws in the databases and materials contained therein used to provide

Services hereunder, and Subscriber shall use such materials consistent with such right, title and interest and notify CPS of any threatened or actual infringement thereof. Subscriber further acknowledges that this Agreement grants Subscriber a limited license in exchange for payment of the fees and charges set forth in Paragraph 4 hereof, and Subscriber shall not reproduce, retransmit, publish or otherwise transfer for commercial purpose any information that Subscriber receives from Services, except to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information. Subscriber agrees to limit use and dissemination of information from Services solely to use(s) set forth under Business Use(s) on the reverse hereof. Subscriber shall notify CPS immediately of any changes to the information on Subscriber's application for Services. Subscriber shall at no time represent that it is the authorized agent or representative of CPS.

6. SUBSCRIBER USE LIMITATIONS - FAIR CREDIT REPORTING ACT. Subscriber agrees not to use any CPS data, which is the subject of this Agreement, for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose (s) covered by the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) or similar state statute.

7. IRSG APPROPRIATE USES. Subscriber understands and acknowledges that CDB complies with the IRSG Principles, a copy of which may be obtained from CDB or its web site, and that compliance to IRSG Principles extends to the Subscriber. Subscriber also understands and acknowledges that CDB has identified industry-specific appropriate uses for which its products and services are to be used. Subscriber hereby agrees to state its appropriate use for any requested on-line information, prior to accessing it, to limit its use to those stated purposes, and to take appropriate measures so as to protect against the misuse of CPS/CDB's products and services.

8. PAYMENT OF FEES. Subscriber shall be responsible for payment for all Services obtained through Subscriber's access identification code. For U.S. Government Subscribers, the Prompt Payment Act (31 U.S.C. 1801) is applicable to payments under this Agreement. For state or local government Subscribers, payment is due upon receipt of invoice; interest will be charged on any balance remaining for more than 30 days from the date of invoice and shall be subject to interest at a rate not prohibited by law. ~~If payments are past due more than ten (10) days from the date of invoice, CPS may interrupt service. If payments are past due more than 25 days, CPS may terminate this Agreement. Subscriber is~~



Six Hutton Centre  
Santa Ana, CA  
92707-5707

800 427 3747

714 708 2000  
fax: 714 708 1022

www.cdb.com

Umw

HAC

### SUBSCRIBER SERVICE AGREEMENT

MW  
JSC

~~responsible for payment of all collection costs and attorney fees incurred by CPS through its efforts to collect on balance(s) owed by subscriber. All remittances shall be sent to CDB/CPS, P.O. Box 26699, Santa Ana, CA 92799-2699.~~

a. Subscriber Purchase Orders. This Agreement shall be incorporated by reference into Subscriber's purchase order and a copy of this Agreement shall be attached thereto. If such purchase order shall be inconsistent with the terms and conditions of this Agreement, CPS may, in its sole discretion, reject such purchase order.

9. TERM OF CONTRACT. This Agreement may be terminated by thirty (30) days' written notice from either party to the other except as otherwise provided for under section 12.

10. NEGATION OF LIABILITY/WARRANTY. NEITHER CPS NOR THIRD PARTIES SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE PROVIDED SERVICE-RELATED DATA FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY CPS'S OR THIRD PARTIES' NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING SERVICES OR IN OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER CPS NOR ANY THIRD PARTY UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON CPS OR A THIRD PARTY, THEN SUBSCRIBER AGREES THAT CPS'S AND/OR THIRD PARTIES' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF CPS AND/OR THIRD PARTIES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE SERVICE OR SERVICES TO WHICH A GIVEN CLAIM RELATES AND WHICH WAS CHARGED TO SUBSCRIBER, AND SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE CPS AND/OR THIRD PARTIES FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF CPS AND/OR THIRD PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST CPS AND/OR THIRD PARTIES, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY CPS HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ABSENT THE WAIVERS AND

DISCLAIMERS CONTAINED HEREIN. CPS AND THIRD PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED. CPS AND/OR THIRD PARTIES DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR THE COMPONENTS THEREOF.

11. CPS RECOURSE. Subscriber understands and agrees that CPS and Third Parties shall have full administrative and/or judicial recourse against Subscriber for any and all costs, claims, demands, damages, losses, and liabilities, (including actual attorneys' fees) incurred by CDB and Third Parties as a result of use by Subscriber of the System and/or data received therefrom to the extent the same do not result from the negligent acts or omissions of CPS or Third Parties.

12. AUDIT. Subscriber understands and agrees that in order to ensure compliance with IRSG Principles and applicable law, CPS/CDB will conduct periodic reviews of Subscriber activity and may, on a random basis, contact Subscriber to provide documentation of executed searches. CPS/CDB shall also investigate all legitimate reports of abuse or misuse of the Services by our Subscribers or others. Subscriber agrees to cooperate fully with any and all investigations. Violations discovered in any review by CPS/CDB will be subject to immediate action including, but not limited to, termination of the account, legal action, and/or referral to federal or state regulatory agencies.

13. AGREEMENT ENTIRETY. This Agreement (including all pricing documents, Schedules, Addenda and Exhibits) sets forth the entire understanding and agreement between CPS and Subscriber regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of Third Party services may be governed by terms and conditions different than or in addition to those herein. By receipt of Services, Subscriber agrees to, and shall comply with, such different and/or additional terms of Third Parties and such changes to this Agreement as CPS shall make from time to time by notice to Subscriber. This Agreement shall be interpreted in accordance with the laws of the State of Georgia. Violation by Subscriber of state or federal laws, IRSG Principles, or CPS/CDB'S or Third Parties' established policies and procedures, such as abuse of Services by media subscribers, may result in immediate termination of this Agreement in CPS/CDB'S sole discretion.

agency

I certify that I am authorized to execute this Subscriber Application and Service Agreement on behalf of the ~~company~~ listed above. Further, I certify on behalf of such ~~company~~, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Subscriber Service Agreement.

Signed By: See SF 1449 - Block 31a Date: See SF 1449 - Block 31c

Print Name: See SF 1449 - Block 31b Title: See SF 1449 - Block 31b

*\*Data use(s) limited to listed, appropriate business purposes. See Subscriber Service Agreement on reverse side*

#### This Section for ChoicePoint Public Sector/CDB Infotek Use Only

Date Received (Sales): _____	Territory #: _____	Lead Source: _____
Date Received (Credit): _____	CC/Check Received: # _____ \$ _____	
<input type="checkbox"/> O/A <input type="checkbox"/> CCB <input type="checkbox"/> DO <input type="checkbox"/> PO	Approved By: _____	Date: _____
Subscriber ID: _____	Password: _____	Credit Limit: _____
<input type="checkbox"/> IIS-2 <input type="checkbox"/> Qnet		

This is a legal agreement between you, the end user, and ChoicePoint Services Inc. and its affiliates and subsidiaries (CPS). BY OPENING THE SEALED DISKETTE PACKAGE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE SEALED DISKETTE PACKAGE AND THE ACCOMPANYING ITEMS (including written documentation and binders or other containers) TO: CHOICEPOINT, SIX HUTTON CENTRE, SANTA ANA, CALIFORNIA 92707.

#### CHOICEPOINT SOFTWARE LICENSE

1. **GRANT OF LICENSE.** Provided that you are a subscriber in good standing, CPS grants you the right to use the enclosed software program as updated from time to time (the "SOFTWARE") to obtain access to the Intelligent Information™ System ("IIS-2"). The SOFTWARE may not be reproduced, revealed, or made available to anyone except authorized CPS subscribers unless required by law. You agree not to commit or permit any act that would impair CPS copyright or proprietary rights in the SOFTWARE.
2. **COPYRIGHT.** The SOFTWARE is owned by CPS and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g., a book or musical recording) except that you may reproduce it for internal use by valid CPS users. You may not copy the written materials accompanying the SOFTWARE.
3. **OTHER RESTRICTIONS.** You may not rent, lease or sell the SOFTWARE, or otherwise profit financially from it. You may not reverse engineer, decompile, or disassemble the SOFTWARE.

#### INDEMNIFICATION/NO WARRANTY

**SUBSCRIBER AGREEMENT PROVISIONS.** The Subscriber Service Agreement, as amended, is incorporated herein and shall apply to your acceptance and use of the SOFTWARE.

**SUBSCRIBER REMEDIES.** CPS' entire liability and your exclusive remedy shall be the repair or replacement of the SOFTWARE if it does not meet CPS specifications. There will be no remedy to you if failure of the SOFTWARE has resulted from accident, abuse, or misapplication.

**NO WARRANTIES.** CPS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS.

**NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL CPS, ITS SUPPLIERS OR ANY OTHER THIRD PARTY BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, HARDWARE DAMAGE OR OTHER DAMAGE OR LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, EVEN IF CPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF CPS PROVIDED ADVICE ON OR ASSISTANCE IN LOADING OR USING THE SOFTWARE. IN CONSIDERATION OF RECEIPT OF THE SOFTWARE FROM CPS, YOU AGREE THAT CPS HAS NO LIABILITY TO YOU WITH RESPECT TO THE SOFTWARE AND YOU AGREE NOT TO SUE CPS FOR ANY MATTER RELATED TO THE SOFTWARE AT ANY TIME.

#### U. S GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE and all related documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in contract clause I.9 RIGHTS IN DATA -- GENERAL (JUN 1987), inclusive of Alternates II, III and IV.

Contractor/manufacturer is:

ChoicePoint  
Six Hutton Centre Drive  
Santa Ana, CA 92707

This agreement is governed by the laws of the State of California and of the United States, including patent and copyright laws. Jurisdiction and venue of all disputes arising out of this Software License is irrevocably agreed to be Santa Ana, CA.

October 2, 2000

Doug Wagoner  
Vice President  
ChoicePoint Public Sector  
11350 Random Hills Rd., Suite 240  
Fairfax, VA 22030

Dear Mr. Wagoner:

This letter references Contract TIRNO-00-D-00029 between ChoicePoint and the Internal Revenue Service and the role Dun and Bradstreet has in this contract. This contract was awarded to ChoicePoint based on their proposal under solicitation TIRNO-00-R-00008.

The IRS determined that the purchase of Dun & Bradstreet data would not provide the best value to the government for this nationwide contract award. Therefore, the award of Contract TIRNO-00-D-00029 does not include Dun and Bradstreet information.

Should any local IRS offices desire access to Dun & Bradstreet information, they would have to enter into a separate contract with the supplier of that data. Our relationship with ChoicePoint under TIRNO-00-D-00029 does not preclude your company or Dun & Bradstreet from providing Dun & Bradstreet data under separately entered contracts with the IRS.

Sincerely,



Helen D. Carmona  
Contracting Officer

Bcc: FILE  
COTR, James R. Bolling, SPDER ✓  
HDC Reading File  
A:P:O:S Reading File  
hdcarmona/hdc/A:P:O:S/x3-1145/10-02-2000/resp to Ktr request for clarification of award



ChoicePoint™  
Public Sector



September 14, 2000

Mr. J. Bolling, COTR  
Internal Revenue Service  
11 Constitution Avenue, N.W.  
Washington, DC 20224

Re: Request to Reprint Training Materials under Contract No. TIRNO-00-D-00029

Dear Mr. Bolling:

This correspondence is in reference to the IRS' request to reprint certain materials as set forth below for training purposes in connection with the above referenced contract between the IRS and ChoicePoint Business and Government Services Inc:

1. Technical Instruction Sheet(s) ;
2. Instructors Guide; and
3. Participants Guide

Permission is hereby granted to the Internal Revenue Service to reprint the above referenced material under the following conditions: (1) the material will be reprinted only for training purposes in connection with the contract and for no other purpose; (2) the material will be distributed only within the IRS and will not be provided to any third party without the written permission of ChoicePoint; (3) the attached statement must be included with any material that is to be distributed to IRS users; (4) the materials may only be reprinted in the camera-ready format in which ChoicePoint provides them and any proposed alteration from this format must be provided to ChoicePoint for review and approval; and (5) permission to reprint is granted for the period the contract is in effect.

Thank you for your anticipated compliance with the above listed requirements.

Sincerely,

Douglas M. Wagoner, Jr.  
Vice President