ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 2

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

1. DATE OF ORDER: 08/17/2006
2. CONTRACT NO. (if any): GS-22F-9614D
3. ORDER NO.: HSBP1006F12500
4. REQUISITION/REFERENCE NO.: 0020021379
5. ISSUING OFFICE (Address correspondence to):
Department of Homeland Security
Customs & Border Protection
1300 Pennsylvania Ave., NW
NP 1310
Washington DC 20229

6. SHIP TO:
a. NAME OF CONSIGNEE
See Attached Delivery Schedule
b. STREET ADDRESS
c. CITY
d. STATE
e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR
DUN & BRADSTREET INC
b. COMPANY NAME
c. STREET ADDRESS
4350 N FAIRFAX DR
STE 650
d. CITY: ARLINGTON
e. STATE: VA
f. ZIP CODE: 22203-1620

8. TYPE OF ORDER
☐ a. PURCHASE - 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.
☒ 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.

9. ACCOUNTING AND APPROPRIATION DATA
See Attached Data
CONTRACTOR TIN: (b) (4)

10. REQUISITIONING OFFICE
(b) (6)

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☒ b. OTHER THAN SMALL
☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED
☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS
☐ g. SERVICE-DISABLED VETERAN-OWNED

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION
b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B POINT ON OR BEFORE (Date): 09/22/2007

16. DISCOUNT TERMS

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY Accpt (g)
00010	D&B information-database	1.00	AU	(b) (4)		
00020	D&B information-reports	1.00	AU			

18. SHIPPING POINT
19. GROSS SHIPPING WEIGHT
20. INVOICE NO.

17(h) TOT. (Cont. pages): (b) (4)

21. MAIL INVOICE TO:
SEE BILLING INSTRUCTIONS ON REVERSE
a. NAME: DHS - Customs & Border Protection National Finance Center
b. STREET ADDRESS (or P.O. Box): P.O. Box 68908
c. CITY
d. STATE: IN
e. ZIP CODE: 46268

17(i) GRAND TOTAL: $5,500,000.00

22. UNITED
BY (Signat (b) (6)
AUTHORIZ
Previous ed

23. NAME (Typed)
Anthony Harvin
TITLE: CONTRACTING/ORDERING OFFICER

OPTIONAL FORM 347 (REV. 3/2005)
Prescribed by GSA/FAR 48 CFR 53.213 (e)

DATE OF ORDER	CONTRACT NO. (if any)	ORDER NO.	PAGE OF PAGES
08/17/2006	GS-22F-9614D	HSBP1006F12500	2 2

Federal Tax Exempt ID: 72-0408780

NOTES:

This is a Firm Fixed Price task order based on the Contractor's GSA Schedule Contract #GS-22F-9614D. The Contractor shall provide the Government with an enterprise-wide license to D&B business information and associated software and services (WorldBase Database and Transactional Reports). Reference: Attached Statement of Work, D&B's price quotation dated May 5, 2006 and D&B's email dated 08/03/06.

This task order consists of a one-year base period plus three one-year option periods. The period of performance for the base period is 09/23/06 - 09/22/07 at $5.5M; option period I is 09/23/07 - 09/22/08 at $7.5M; option period II is 09/23/08 - 09/22/09 at $9.5M; and option period III is 09/23/09 - 09/22/10 at $10.7M.

Attached is HSAR clause 3052.209-70, which applies to this task order in addition to the terms and conditions of your GSA Schedule.

Please send a copy of all invoices to:
(b) (6)
5971 Kingstowne Village Parkway
5th floor mailroom
Alexandria, VA 22315

ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1006F12500

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00010 6100.2525USCSGLCS0901714000Z00006400AP03 IS5012525 Amount (b) (4)

Item: 00020 6100.2525USCSGLCS0901714000Z00006400AP03 IS5012525 Amount

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DELIVERY SCHEDULE

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Deliver To: Customs and Border Protection

(b) (7) (E)

Instructions:

Item	Quantity	Delivery Date	Recipient	Unloading PT.
00010	1	09/22/2007		
00020	1	09/22/2007		

STATEMENT OF WORK
SOFTWARE DEVELOPMENT DIVISION
D&B (formerly Dun & Bradstreet)

1.0 OVERVIEW AND BACKGROUND

The Bureau of Customs and Border Protection's mission is to enforce the laws of more than 40 agencies and to protect the revenue of the United States while facilitating trade. To accomplish this, the Bureau of Customs and Border Protection clears more than twelve million cargo shipments per year, collects more than $20 billion in revenue, processes more than twelve million formal entries, of which 55% involve merchandise subject to quota or other trade programs, and monitors an average of ten million annual export shipments. This broad mandate encompasses a wide range of law enforcement activities and responsibilities.

A major software component within the Bureau of Customs and Border Protection is the Automated Targeting System (ATS) system, which provides the following support:

- **ATS-Anti-Terrorism (ATS-AT)** – supports Customs' mandate to develop a system able to target high-risk inbound and outbound shipments aboard passenger aircraft.

- **ATS-Passenger (ATS-P)** – supports Customs' mandate to target suspects for transnational crimes, including narcotics trafficking and money laundering.

- **ATS-Narcotics (ATS-N)** – supports Customs' mandate to performing high-speed automated review and analysis of shipment data, and ranking shipments by level of suspicion of illegal narcotics activity.

2.0 SCOPE OF WORK

While CBP has successfully utilized D&B's solutions in multiple, decentralized programs, the goals in pursuing an enterprise-wide agreement are as follows:

- Universal access to business intelligence to provide a consistent profile/risk assessment of all companies within the global supply chain
- Establish a trusted partnership between D&B and CBP to provide open access to D&B Services across the entire organization without concern for incremental costs
- Create a single contracting mechanism for CBP to acquire D&B solutions
- Eliminate any redundancy in the delivery of these solutions and maximize CBP's investment in D&B
- Allow for the free sharing of D&B information across all members of the CBP organization

3.0 REQUIREMENTS

The Contractor shall provide the following:

- On-site access to D&B WorldBase database (flat file format), which includes 107 million records collected from 200 countries, supported by full, monthly refreshes to be loaded in all relevant applications housed at CBP facilities.
- Enterprise-wide access to D&B's Integration Manager software suite that provides not only a local repository for all D&B data, but also utilities (D&B Global Batch and Data Integration Toolkit) to conduct both batch and real-time queries of D&B's master database, when needed. Integration Manager also includes D&B's patented entity matching software that enables on-site resolution of all CBP records to be linked and enriched by D&B data.

- Subscription to D&B's full-text Reports (Business Information Reports and Comprehensive Reports) or Data Packets (via Toolkit), priced at D&B's GSA Schedule List Prices, through a unique arrangement that will enable unfettered access to any domestic and international data with a service threshold of $3 million.
- Dedicated CBP Program and Account Management support to oversee the integration of our products and services.
- Onsite customer training sessions as requested by CBP.
- Monthly report on D&B usage by CBP personnel, to include number of D&B Comprehensive Reports and D&B Business Information Reports ordered and cost of those reports.

4.0 PERIOD OF PERFORMANCE AND LOCATION

Period of Performance:

Base: September 23, 2006 – September 24, 2007
Option 1: September 23, 2007 – September 22, 2008
Option 2: September 23, 2008 – September 22, 2009
Option 3: September 23, 2009 – September 22, 2010

Location: Work required under this order shall be performed at the Government site.

5.0 DELIVERABLES

Delivery of D&B software and data under this agreement will be to the COTR. All data and software will be delivered on the electronic media of CBP's choosing within 5 business days of the effective date of a formal contract. Transactional data (full-text Reports and Data Packets) will be delivered electronically.

6.0 GOVERNMENT FURNISHED RESOURCES

The Government will furnish all necessary related documentation in its possession that may be required for the Contractor to perform this Task Order. The Government may furnish the Contractor property, service, or information, when so doing would be in the best interest of the Government. Minimum supplies such as desks, chairs, expendable supplies may be provided to the Contractor. The Government will supply the Contractor with the necessary documents to perform tasks in this Task Order.

7.0 TRAVEL

Presently, no travel is anticipated for this task order.

8.0 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE.

Name: (b) (6)

Address: (b) (7) (E)

Tel. #: (b) (6)
Fax. #: (703) 822-6003
Email: (b) (6) d@dhs.gov

9.0 SECURITY, PRIVACY AND DISCLOSURE OF INFORMATION.

Security.

All Contractor personnel shall be escorted by Government personnel when visiting the Government facilities. The Contractor shall comply with the Customs administrative, physical and technical security controls to ensure that the Government's security requirements are met. During the course of this task, the Contractor shall not use, disclose, or reproduce data that bears a restrictive legend, other than as required in the performance of this task. The Contractor may have access to confidential data. All contractor personnel performing or having access to confidential information will be subject to a full background investigation and will be required to execute nondisclosure agreements. The Contracting Officer will incorporate all security clauses that address security within the terms and conditions section of the contract.

Privacy.

Since data processed at the U.S. Customs Service may contain Privacy Act information, the Contractor must read, sign and adhere to appropriate nondisclosure requirements for Privacy Information.

Disclosure of Information.

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this Task Order and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the Task Order.

During the course of this Task Order, the Contractor shall not use, disclose, or reproduce data which bears a restrictive legend, other than as required in the performance of this task.

In performance of this Task Order, the Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its subcontractors shall be under the supervision of the Contractor's responsible employees.

Each officer or employee of the Contractor or any of its Subcontractors to whom any Government records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein. Further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine up to $10,000 or imprisoned up to ten years, or both.