

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

35

1. DATE OF ORDER 09/24/2019		2. CONTRACT NO. (If any) 70US0919C70090057		6. SHIP TO: a. NAME OF CONSIGNEE 950 H STREET NW, INV SUPPRT RM 5700			
3. ORDER NO.		4. REQUISITION/REFERENCE NO. See Schedule					
5. ISSUING OFFICE (Address correspondence to) PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223				b. STREET ADDRESS 950 H STREET NW INV SUPPORT ROOM 5700			
				c. CITY WASHINGTON			
				d. STATE DC		e. ZIP CODE 20223	
7. TO:		f. SHIP VIA					
a. NAME OF CONTRACTOR BABEL STREET INC				8. TYPE OF ORDER			
b. COMPANY NAME				<input type="checkbox"/> 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.		<input 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 1818 LIBERTY STREET 5TH FLOOR							
d. CITY RESTON		e. STATE VA		f. ZIP CODE 20190			
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE (b)(6); (b)(7)(C)		12. F.O.B. POINT Destination			
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) VETERAN-OWNED <input type="checkbox"/> h. EDWOSB ELIGIBLE UNDER THE WOSB PROGRAM							
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple		16. DISCOUNT TERMS PROMPT NET 30	
17. SCHEDULE (See reverse for Rejections)							
ITEM NO. (a)	SUPPLIES OR SERVICES (b)		QUANTITY ORDERED (c)	UNIT UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	This requirement is to acquire Babel Street Software Licenses with Locate X subscription. Period of Performance: 09/30/2019 to 09/29/2020 Continued ...						
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	\$649,467.00	17(h) TOTAL (Cont. pages) 17(i) GRAND TOTAL
	21. MAIL INVOICE TO:						
	a. NAME IPP USSS						
	b. STREET ADDRESS (or P.O. Box) 950 H STREET NW						
c. CITY WASHINGTON				d. STATE DC	e. ZIP CODE 20223	\$649,467.00	
22. UNITED STATES OF AMERICA BY (Signature)		(b)(6); (b)(7)(C)		23. NAME (Typed) (b)(6); (b)(7)(C)		TITLE: CONTRACTING/ORDERING OFFICER	

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

PAGE NO
2

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

DATE OF ORDER

CONTRACT NO.
09/24/2019 70US0919C70090057

ORDER NO.

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Base Period - Babel Street software licenses with Locate X subscription. USSS BETC: DISB Requisition No: 498209, 500631</p> <p>Project Data: TEOAF_MAND1_19-TEOAF_MAND1_08-Investigative Support Division (ISD)-252-Online Services-08/23/2019 Accounting Info: 2019-0400.000RA00.1919D.00-H075H495H00 0-09000000-TEOAF_MAND1_19-TEOAF_MAND1_08-252031-09740000-61000001-0-0-0-0 Funded: \$200,000.00</p> <p>Project Data: TEOAF_SEF1_19-TEOAF_SEF_1_04-Investigative Support Division (ISD)-252-Online Services-03/31/2019 Accounting Info: 2019-0400.000RA00.1919D.00-H075H495H00 0-09000000-TEOAF_SEF1_19-TEOAF_SEF_1_04-252031-09740000-61000001-0-0-0-0 Funded: \$449,467.00</p>	1	EA	649,467.00	649,467.00	
1001	<p>Option Period 1 - Babel Street software licenses with Locate X subscription. USSS BETC: DISB Amount: (b)(4) Option Line Item) 09/30/2020</p>	1	EA	(b)(4)	0.00	
2001	<p>Option Period 2 - Babel Street software licenses with Locate X subscription. USSS BETC: DISB Amount: (b)(4) Option Line Item) 09/30/2021</p> <p>The total amount of award: (b)(4) The obligation for this award is shown in Continued ...</p>	1	EA	(b)(4)	0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))



\$649,467.00

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

PAGE NO

3

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

DATE OF ORDER 09/24/2019	CONTRACT NO. 70US0919C70090057	ORDER NO.
-----------------------------	-----------------------------------	-----------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	box 17 (i) .					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))



\$0.00

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

Table of Contents

SECTION B - CONTINUATION OF SF 1449 BLOCKS.....	3
B.1 STATEMENT OF WORK	3
B.2 CONTRACT ADMINISTRATION DATA	15
B.3 PRICE SCHEDULE	15
SECTION C - CONTRACT PROVISIONS AND CLAUSES	18
C.1 52.252-1, Solicitation Provisions Incorporated by Reference. (FEB 1998).....	18
C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	18
C.3 52.203-99, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-02) PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)	19
C.4 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-- Representation. (NOV 2015)	19
C.5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (MAY 2019) 20	
C.6 3052.205-70, Advertisements, Publicizing Awards, and Releases. (SEP 2012)	26
C.7 3052.209-70, Prohibition on Contracts with Corporate Expatriates. (JUN 2006).....	26
C.8 3052.205-70, Advertisements, Publicizing Awards, and Releases. (SEP 2012)	29
C.9 3052.209-70, Prohibition on Contracts with Corporate Expatriates. (JUN 2006).....	29
C.10 3052.242-72, Contracting Officer's Representative. (DEC 2003)	31
C.11 USSS 3052.204-90, Unauthorized Use of the U.S. Secret Service Name.	32
C.12 USSS 3052.1107-70, Electronic Submission of Payment Requests.	32

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 STATEMENT OF WORK

A. Background

The United States Secret Service (USSS) Criminal Investigative Division pursuant to its mission to recognize and mitigate threats of a protective intelligence nature, identified a need (b)(7)(E)

(b)(7)(E)

(b)(7)(E)

USSS CID ultimately

determined that Babel Street provided a web-based service that best met these operational needs, and acquired the service through Fiscal Year 2019. The following requirement is to renew and expand upon that requirement. The period of performance shall be 9/30/2019 through 9/29/2020, plus two (2) 12 month option periods.

B. Scope / Purpose & Objective

The USSS Criminal Investigative Division (CID) Global Investigative Operations Center (GIOC), pursuant to its mission to conduct criminal investigations of a financial nature, with multinational and multijurisdictional elements, has also identified a need (b)(7)(E)

(b)(7)(E)

C. Privacy Act

Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

D. Period of Performance / Delivery

The period of performance shall be one (1) Base Period and two (2) twelve month option periods.

E. Place of Performance / Delivery

The place of performance will be 950 H St. NW, Washington, DC 20223, or other designated locations based on the needs of the USSS.

F. Contract Type

The Government contemplates award of a firm-fixed price (FFP) contract.

G. Requirements

A. System Availability and Configuration

2.A.1. The system platform must have continuous system operability and availability to support investigative operations 24 hours a day, 7 days a week, 365 days a year.

2.A.2. System outages must be immediately reported to the Government, and be restored within 2 hours during business hours, or 4 hours outside of business hours.

2.A.3. Any known data source interruptions, including social media feeds, must be reported to the government, including the expected restoration time, if known.

2.A.4. The system view must provide for a constant refresh rate to support real-time monitoring.

2.A.5. System must be able to be configured to meet USSS investigative requirements as outlined under these functional requirements.

2.A.6. System must be able to accept USSS search terms and criteria.

2.A.7. System must be capable to provide a usage report at the request of the user, including the current and previous month.

2.A.8. A minimum of ^{(b)(6)}_{(7)(C)} licenses is required to support operational requirements.

B. System Requirements

2.B.1. The system should be user friendly and contain simplified processes for data entry.

2.B.2. The system should allow for customizable views which enable users to re-size displayed views and images.

2.B.3. The system should allow for point and click functionality.

2.B.4. The system should allow for menu selections appropriate to

functionality.

(b)(7)(E)

C (b)(7)(E)

(b)(7)(E)

D. Advance Searching / Queries

(b)(7)(E)

(b)(7)(E)

E. Search Results Output

(b)(7)(E)

F. Export Functionality

(b)(7)(E)

G. Records Retention

2.G.1. Automated ability to delete user transactions at a minimum of every 30 days.

2.G.2. Automated ability to delete user queries at a minimum of every 30 days.

2.G.3. Manual ability to delete user transactions.

2.G.4. Manual ability to delete query transactions.

H. Software Accessibility

2.H.1. The system platform must be capable of operating in the current USSS CID GIOC infrastructure, including on the existing hardware and software.

I. Data Sources

(b)(7)(E)

J. Social Media Sources

(b)(7)(E)

K (b)(7)(E)

(b)(7)(E)

L. Automated Notifications

(b)(4)

M. User Training

2.M.1 Training is required for all GIOC users assigned to use the **software**.

2.M.2 Virtual Training will be provided by the contractor based on the availability of the Government. Any additional in-person training will be mutually agreed upon by the parties.

2.M.3 Training must include a defined curriculum for the **software system, advanced searches, and analytics**.

2.M.4 Training may be scheduled based on separate training sessions.

2.M.5 Initial training must be provided within 30 days of award.

3. SPECIFIC FUNCTIONAL REQUIREMENTS

A.

(b)(7)(E)

B.

(b)(7)(E)

(b)(7)(E)

(b)(4); (b)(7)(E)

C.

(b)(7)(E)

(b)(7)(E)

D.

(b)(7)(E)

(b)(7)(E)

E. Alerts

(b)(7)(E)

F. Individual Document View

(b)(7)(E)

(b)(7)(E)

G. Internet Protocol (IP) Resolution

(b)(7)(E)

H. System Administration

- 3.L.1** Capability to configure the system for different views based on organizational role.
- 3.L.2** Capability to give the government the ability to add/delete users.

I. Auditing

(b)(7)(E)

(b)(7)(E)

J. Analytics

(b)(7)(E)

K. Collaboration

3.O.1. The system should provide users the ability to collaborate.

Collaborative tools should include the ability to copy and/or share data collection tasks, filters, individual documents, and analytics.

4. DELIVERABLES

A. The items listed in the table below will be delivered in support of the activities listed above:

Item	Mode	Frequency	Due Date / Response Time
4.A.1. Initial software configuration, account setup, and in-person *kick-off meeting at USSS HQ	NA	Upon Award	Within 10 business days of award.
4.A.2		Upon Request from COR/PM	Within 3 business days of request.
	New User account configuration and setup	NA	

4.A.3	Data Usage Reports	Email to COR/PM	Every 30 days.	Monthly, by the 5 th day of each month covering the preceding month. The monthly report for transition and first month of services may be combined.
4.A.4	Usage Billing (Overage)	Email to COR/PM	When Identified	Within 10% of usage limit.
4.A.5	Training curriculum and trainer name provided to USSS	Email to COR/PM	Upon Award	Within 3 business days after the award.
4.A.10	Technical Support	Helpdesk	24/7/365	Corrective action within 2 hours of initial Helpdesk call.
4.A.11	System Outage	Email to COR/PM	NA	Immediately, upon any known system outage, the GOV shall be immediately notified of the outage and expected restoration time. System availability must be restored within 2 hours during business hours, or within 4 hours outside business hours.
4.A.12	Data Source, including (b)(7)(E)	Email to COR/PM	NA	Immediately, upon any known data source outages, the GOV should be notified of which data source and expected restoration time.

***Contingent on authorization for facility access.**

B. Usage Reporting

The contractor shall submit a monthly usage report.

4.B.1. The monthly usage report shall include all data used and reflect cost based on the terms of the contract. The format and content of the status report shall be approved by the Contracting Officer's Representative.

C. Inspection and Acceptance Process

4.C.1. All written deliverables, including training materials, shall be quality products that are complete and thorough, structured in a clear and logical fashion, and in a proper and accepted writing style.

4.C.2 Written deliverables shall be accompanied by a cover letter, signed by an authorized representative of the company, affirming that the deliverable has been through necessary review and quality control procedures.

4.C.3 If, for any reason, a deliverable cannot be delivered within the scheduled time frame, the contractor should notify the Contracting Officers Representative with cause of delay, the proposed revised schedule, and the impact on the overall program.

D. Documentation Ownership

Database solution along with all database information and "Work Related Products" collected by the Contractor and entered into or generated in support of this task order shall be considered Government property, and shall be returned to the Government at the end of the performance period.

E. Contracting Officer's Representative (COR):

The performance of work required herein shall be subject to the technical direction and acceptance of the Contracting Officer's Representative (COR) with respect to deliverables and technical matters pertaining hereto. As used herein, "Technical Direction" is direction to the Contractor which fills in details, suggests possible lines of inquiry, or otherwise supplements the scope of work. "Technical direction" shall be confined to the general scope of work set forth herein and shall not constitute a new assignment, nor supersede or modify any other clause of this contract. To be valid, technical direction shall be issued consistent with the general scope of work set forth in the Statement of Requirements / Statement of Work (SOW), shall not change the expressed terms, conditions, or specification incorporated into this SOW; and shall not constitute a basis for extension to the delivery schedule or price.

Contract Officer Representative:

Name: (b)(6); (b)(7)(C)

Address: United States Secret Service
950 H ST NW 7800
Washington , DC 20223

Voice: (b)(6); (b)(7)(C)

Email: (b)(6); (b)(7)(C)

Contract Specialist:

Name: (b)(6); (b)(7)(C)

Address: United States Secret Service
950 H ST NW 7800
Washington , DC 20223

Voice: (b)(6); (b)(7)(C)

Email: (b)(6); (b)(7)(C)

Contract Officer:

Name: (b)(6); (b)(7)(C)

Address: United States Secret Service
950 H ST NW 7800
Washington , DC 20223

Voice: (b)(6); (b)(7)(C)

Email: (b)(6); (b)(7)(C)

B.2 CONTRACT ADMINISTRATION DATA

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: Babel Street
1818 Library St Ste 500
Reston, VA, 20190-6274,

b. GOVERNMENT: (b)(6); (b)(7)(C)
Contracting Officer
United States Secret Service
950 H ST NW 6700
Washington DC, 20223

B.3 PRICE SCHEDULE

Base Year						
The Period of performance shall be 9/30/2019 through 9/29/2020.						
ITEM	Description	Quantity	Unit	Unit Price	Total Price	
0001	Babel X Subscriptions (12 Months)	(b)(4)				
0002	Babel X: Babel Research Subscription (12 Months)					
0003	Premium Data Feed - Twitter (12 Months)					
0004	Babel University Training and Support					
0005	Locate X Subscription (12 Months)					
0006	Locate X Premium (12 Months)					
0007	Public Records Search (1k)					
Base Year Total						\$649,467.00

Option Period One

This 12-month option period may be exercised IAW FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, this option shall commence immediately after expiration of the Base Period.

ITEM	Description	Quantity	Unit	Unit Price	Total Price
1001	Babel X Subscription (12 Months)	(b)(4)			
1002	Babel X: Babel Research Subscription (12 Months)				
1003	Premium Data Feed - Twitter (12 Months)				
1004	Babel University Training and Support				

1005	Locate X Subscription (12 Months)	(b)(4)
1006	Locate X Premium (12 Months)	
1007	Public Records Search (1k)	

Option Period One Total

Option Period Two

This 12-month option period may be exercised IAW FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, this option shall commence immediately after expiration of Option Period One.

ITEM	Description	Quantity	Unit	Unit Price	Total Price
2001	Babel X Subscriptions (12 Months)	(b)(4)			
2002	Babel X: Babel Research Subscription (12 Months)				
2002	Premium Data Feed - Twitter (12 Months)				
2003	Babel University Training and Support				
2004	Locate X Subscription (12 Months)				
2005	Locate X Premium (12 Months)				
2006	Public Records Search (1k)				

Option Period Two Total

Optional CLINS – Base Year

These Optional Line Items may be exercised IAW FAR 52.217-7, Option for Increased Quantity-Separately Priced Line Item (MAR 1989). The Government may require the delivery of the numbered line items, identified below, as an option item, in the quantity and at the price stated in the Schedule.

ITEM	Description	Quantity	Unit	Unit Price
3001	Babel X Subscriptions (12 Months)	(b)(4)		
3002	Babel X: Babel Research Subscription			
3003	Locate X Subscription			
3004	Locate X Premium			

Optional CLINS – Option Year One

These Optional Line Items may be exercised IAW FAR 52.217-7, Option for Increased Quantity-Separately Priced Line Item (MAR 1989). The Government may require the delivery of the numbered line items, identified below, as an option item, in the quantity and at the price stated in the Schedule.

ITEM	Description	Quantity	Unit	Unit Price
4001	Babel X Subscriptions (12 Months)	(b)(4)		
4002	Babel X: Babel Research Subscription			
4003	Locate X Subscription			
4004	Locate X Premium			

Optional CLINS – Option Year Two

These Optional Line Items may be exercised IAW FAR 52.217-7, Option for Increased Quantity-Separately Priced Line Item (MAR 1989). The Government may require the delivery of the numbered line items, identified below, as an option item, in the quantity and at the price stated in the Schedule.

ITEM	Description	Quantity	Unit	Unit Price
5001	Babel X Subscriptions (12 Months)	(b)(4)		
5002	Babel X: Babel Research Subscription			
5003	Locate X Subscription			
5004	Locate X Premium			
Total Contract Price				(b)(4)

SECTION C - CONTRACT PROVISIONS AND CLAUSES

C.1 52.252-1. Solicitation Provisions Incorporated by Reference. (FEB 1998)

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

Homeland Security Acquisition Regulation (HSAR):
<http://www.dhs.gov/xopnbiz/regulations/>

(End of Provision)

C.2 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): <http://www.acquisition.gov/far/index.html>

Homeland Security Acquisition Regulation (HSAR):
<http://www.dhs.gov/xopnbiz/regulations/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JULY 2013
52.204-13	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013

52.227-01	AUTHORIZATION AND CONSENT	DEC 2007
52.227-02	NOTICE & ASSISTANCE REGARDING PATENT & COPYRIGHT INFRINGEMENT	DEC 2007

C.3 52.203-99, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-02)
PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)

- (a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

C.4 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-- Representation. (NOV 2015)

- (a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
- (b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The offeror represents that—

- (1) It [] is, [] is not an inverted domestic corporation; and
- (2) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(End of Provision)

C.5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (MAY 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that 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:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____(5) [Reserved].

____(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

____(10) [Reserved].

____(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C.657a).

____(ii) Alternate I (Nov 2011) of 52.219-3.

____(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____(ii) Alternate I (Jan 2011) of 52.219-4.

____(13) [Reserved]

____(14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C.644).

____(ii) Alternate I (Nov 2011).

____(iii) Alternate II (Nov 2011).

____(15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____(ii) Alternate I (Oct 1995) of 52.219-7.

____(iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

____(17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4))

____(ii) Alternate I (Jan 2017) of 52.219-9.

____(iii) Alternate II (Nov 2016) of 52.219-9.

____(iv) Alternate III (Nov 2016) of 52.219-9.

____(v) Alternate IV (Aug 2018) of 52.219-9

____(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

____(19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C.637(a)(14)).

____(20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

____(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X_ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X_ (28) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
____(ii) Alternate I (Feb 1999) of 52.222-26.

X_ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
____(ii) Alternate I (July 2014) of 52.222-35.

X_ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
____(ii) Alternate I (July 2014) of 52.222-36.

X_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X_ (33) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
____(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
____(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

____(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

____(38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
____(ii) Alternate I (Oct 2015) of 52.223-13.

____(39) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
____(ii) Alternate I (Jun 2014) of 52.223-14.

____(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____(41) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
____(ii) Alternate I (Jun 2014) of 52.223-16.

X_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
____(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
____(44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
____(45) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
____(ii) Alternate I (Jan 2017) of 52.224-3.
____(46) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
____(47) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
____(ii) Alternate I (May 2014) of 52.225-3.
____(iii) Alternate II (May 2014) of 52.225-3.
____(iv) Alternate III (May 2014) of 52.225-3.
____(48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
X_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
____(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
____(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
____(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
____(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
____(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).
X_ (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
____(56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
____(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
____(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
____(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
____(60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
____(ii) Alternate I (Apr 2003) of 52.247-64.
____(iii) Alternate II (Feb 2006) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that 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:

[Contracting Officer check as appropriate.]

- ____(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- ____(2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- ____(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ____(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ____(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ____(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Requirements (May 2014) (41 U.S.C. chapter 67).
- ____(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- ____(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- ____(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- ____(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall 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 clause at 52.215-2, Audit and Records-Negotiation.

(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)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sept 2015) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii)
 - (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)
 - (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.6 3052.205-70, Advertisements, Publicizing Awards, and Releases. (SEP 2012)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

(End of Clause)

C.7 3052.209-70, Prohibition on Contracts with Corporate Expatriates. (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related

transactions)-

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

- (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic

corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that (Check one):
 it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003;
 it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or
 it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000

through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Provision)

C.8 3052.205-70, Advertisements, Publicizing Awards, and Releases. (SEP 2012)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or simply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

(End of Clause)

C.9 3052.209-70, Prohibition on Contracts with Corporate Expatriates. (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)-

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-

- (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
- (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

- (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common

control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that (Check one):

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Provision)

C.10 3052.242-72, Contracting Officer's Representative. (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract

such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

(b) The Contracting Officer cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of Clause)

C.11 USSS 3052.204-90, Unauthorized Use of the U.S. Secret Service Name.

In accordance with 18 U.S.C. 709, any contractor, except with the written permission of the Director of the U.S. Secret Service, who knowingly uses the words "Secret Service", "Secret Service Uniformed Division", "U.S.S.S.", "U.D." or any colorable imitation or such words or initials, in connection with or as a part of any advertisement, circular, book, pamphlet or other publication, play, motion picture, broadcast, telecast, other production, product or item, in a manner reasonably calculated to convey the impression that such advertisement, circular, book, pamphlet or other publication, product, or item, is approved, endorsed, or authorized by or by associated in any manner with, the U.S. Secret Service or the U.S. Secret Service Uniformed Division shall be punishable as follows: a corporation, partnership, business trust, association, or other business entity, by a fine under this title; an officer or member thereof participating or knowingly acquiescing in such violation or any individual violating this section, by a fine under this title or imprisonment for not more than one year, or both.

(End of Clause)

C.12 USSS 3052.1107-70, Electronic Submission of Payment Requests.

- a) *Definition.* "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.
- b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.
- c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

- d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

Table of Contents

SECTION A - INSTRUCTION TO OFFERORS	2
SECTION B - CONTINUATION OF SF 1449 BLOCKS	3
B.1 STATEMENT OF WORK.....	3
B.2 CONTRACT ADMINISTRATION DATA	17
B.3 PRICE SCHEDULE.....	17
SECTION C - CONTRACT PROVISIONS AND CLAUSES	19
C.1 52.252-1, Solicitation Provisions Incorporated by Reference. (FEB 1998)	19
C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	19
C.3 52.203-99, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-02) PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)	20
C.4 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. (NOV 2015)	20
C.5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (MAY 2019).....	21
C.6 3052.205-70, Advertisements, Publicizing Awards, and Releases. (SEP 2012).....	27
C.7 3052.209-70, Prohibition on Contracts with Corporate Expatriates. (JUN 2006).....	27
C.8 3052.205-70, Advertisements, Publicizing Awards, and Releases. (SEP 2012).....	30
C.9 3052.209-70, Prohibition on Contracts with Corporate Expatriates. (JUN 2006).....	30
C.10 3052.242-72, Contracting Officer's Representative. (DEC 2003).....	32
C.11 USSS 3052.204-90, Unauthorized Use of the U.S. Secret Service Name.	33
C.12 USSS 3052.1107-70, Electronic Submission of Payment Requests.....	33

SECTION A - INSTRUCTION TO OFFERORS

* To be eligible for the award, the company must be registered in the System for Award Management. If the company is not actively registered in the System for Award Management, please go to <https://sam.gov/SAM/> and get registered.

This requirement is being solicited to Babel Street, LLC as a sole source order.

The offeror shall complete section B.3 Price Schedule and submit with quote.

The offeror shall include in its quote the company's taxpayer identification number, the company's DUNS number, the company's address, the company's point of contact and contact information, the company's business size, the firm fixed-price for the period of performance specified at the firm fixed-price (e.g. monthly firm fixed-price per parking space, garage locations).

The United States Secret Service reserves the right to obtain additional pricing information from the offeror.

The offeror shall include in their quote the completed Provisions 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation and 3052.209-70, Prohibition on Contracts with Corporate Expatriates.

The quote shall be received no later than 10:00, Eastern Standard Time, September 11, 2019. It shall be submitted to the attention of John Maxwell at John.Maxwell@usss.dhs.gov.

The place of performance will be 950 H St. NW, Washington, DC 20223, or other designated locations based on the needs of the USSS.

F. Contract Type

The Government contemplates award of a firm-fixed price (FFP) contract.

G. Requirements

A. System Availability and Configuration

2.A.1. The system platform must have continuous system operability and availability to support investigative operations 24 hours a day, 7 days a week, 365 days a year.

2.A.2. System outages must be immediately reported to the Government, and be restored within 2 hours during business hours, or 4 hours outside of business hours.

2.A.3. Any known data source interruptions, including social media feeds, must be reported to the government, including the expected restoration time.

2.A.4. The dashboard view must provide for a constant refresh rate to achieve real-time monitoring, with a minimum refresh rate of three minutes or less.

2.A.5. System must be able to be configured to meet USSS investigative requirements as outlined under these functional requirements.

2.A.6. System must be able to accept USSS search terms and criteria.

2.A.7. System must be capable to provide a data usage report at the request of the user, including the current and previous month.

2.A.8. A minimum of ^{(b)(7)(F)} licenses is required to support operational requirements.

B. Dashboard Requirements

2.B.1. The dashboard should be user friendly and contain simplified processes for data entry.

2.B.2. The dashboard should allow for customizable views which enable users to re-size displayed views and images.

2.B.3. The dashboard should allow for point and click functionality.

2.B.4. The dashboard should allow for menu selections appropriate to

functionality.

2.B.5. The dashboard should allow for document upload of search criteria as defined by the user, such as a list of keywords within an area of interest.

C. (b)(7)(E)

(b)(7)(E)

D. Advance Searching / Queries

(b)(7)(E)

(b)(7)(E)

E. Search Results Output

(b)(7)(E)

F. Export Functionality

(b)(7)(E)

G. Records Retention

2.G.1. Automated ability to delete user transactions at a minimum of every 30 days.

2.G.2. Automated ability to delete user queries at a minimum of every 30 days.

2.G.3. Manual ability to delete user transactions.

2.G.4. Manual ability to delete query transactions.

H. Software Accessibility

2.H.1. The system platform must be capable of operating in the current USSS CID GIOC infrastructure, including on the existing hardware and software.

I. Data Sources

(b)(7)(E)

J. Social Media Sources

(b)(7)(E)

(b)(7)(E)

K.

(b)(7)(E)

(b)(7)(E)

L. Automated Notifications

(b)(7)(E)

M. User Training

2.M.1 Training is required for all GIOC users assigned to use the software.

2.M.2 Training should be provided at USSS Headquarters and will be scheduled with the contractor based on the availability of the Government.

2.M.3 Training must include a defined curriculum for the software

dashboard, advanced searches, and analytics.

2.M.4 Training may be scheduled based on separate training sessions.

2.M.5 Initial training must be provided within 30 days of award.

3. SPECIFIC FUNCTIONAL REQUIREMENTS

A.

(b)(7)(E)

(b)(7)(E)

B.

(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

C. (b)(7)(E)

(b)(7)(E)

D. (b)(7)(E)

(b)(7)(E)

E. Alerts

(b)(7)(E)

F. Individual Document View

(b)(7)(E)

(b)(7)(E)

G. Internet Protocol (IP) Resolution

(b)(7)(E)

H. (b)(7)(E)

(b)(7)(E)

I. (b)(7)(E)

(b)(7)(E)

(b)(7)(E)

J. (b)(7)(E)

(b)(7)(E)

K. (b)(7)(E)

(b)(7)(E)

L. System Administration

3.L.1 Capability to configure the dashboard for different views based on organizational role.

3.L.2 Capability to give the government the ability to add/delete users.

M. Auditing

(b)(7)(E)

N. Analytics

(b)(7)(E)

(b)(7)(E)

O. Collaboration

(b)(7)(E)

4. DELIVERABLES

A. The items listed in the table below will be delivered in support of the activities listed above:

Item	Mode	Frequency	Due Date / Response Time
4.A.1. Initial software configuration, account setup, and in-person *kick-off meeting at USSS HQ	NA	Upon Award	Within 10 business days of award.
4.A.2. New User account configuration and setup	NA	Upon Request from COR/PM	Within 3 business days of request.
4.A.3. Data Usage Reports	Email to COR/PM	Every 30 days.	Monthly, by the 5 th day of each month covering the preceding month. The monthly report for transition and first month of services may be combined.
4.A.4. Usage Billing (Overage)	Email to COR/PM	When Identified	Within 10% of usage limit.
4.A.5. Training curriculum and trainer name provided to USSS	Email to COR/PM	Upon Award	Within 3 business days after the award.

4.A.6	Initial Training for 10 Users	In-person	Quarterly	1 st Quarter *Within 30 days
4.A.7	Training Session 2	In-person	Quarterly	2 nd Quarter
4.A.8	Training Session 3	In-person	Quarterly	3 rd Quarter
4.A.9	Training Session 4	In-person	Quarterly	4 th Quarter
4.A.10	Technical Support	Helpdesk	24/7/365	Corrective action within 2 hours of initial Helpdesk call.
4.A.11	System Outage	Email to COR/PM	NA	Immediately, upon any known system outage, the GOV shall be immediately notified of the outage and expected restoration time. System availability must be restored within 2 hours during business hours, or within 4 hours outside business hours.
4.A.12	Data Source, including (b)(7)(E) Availability	Email to COR/PM	NA	Immediately, upon any known data source outages, the GOV should be notified of which data source and expected restoration time.

*Contingent on authorization for facility access.

B. Usage Reporting

4.B.1. The contractor shall submit a monthly usage report.

4.B.2. The monthly usage report shall include all data used and reflect cost based on the terms of the contract. The format and content of the status report shall be approved by the Contracting Officer's Representative.

C. Inspection and Acceptance Process

4.C.1. All written deliverables, including training materials, shall be quality products that are complete and thorough, structured in a clear and logical fashion, and in a proper and accepted writing style.

4.C.2 Written deliverables shall be accompanied by a cover letter, signed by an authorized representative of the company, affirming that the deliverable has been through necessary review and quality control procedures.

4.C.3 If, for any reason, a deliverable cannot be delivered within the scheduled time frame, the contractor should notify the Contracting Officers Representative with cause of delay, the proposed revised schedule, and the impact on the overall program.

D. Documentation Ownership

Database solution along with all database information and "Work Related Products" collected by the Contractor and entered into or generated in support of this task order shall be considered Government property, and shall be returned to the Government at the end of the performance period.

E. Contracting Officer's Representative (COR):

The performance of work required herein shall be subject to the technical direction and acceptance of the Contracting Officer's Representative (COR) with respect to deliverables and technical matters pertaining hereto. As used herein, "Technical Direction" is direction to the Contractor which fills in details, suggests possible lines of inquiry, or otherwise supplements the scope of work. "Technical direction" shall be confined to the general scope of work set forth herein and shall not constitute a new assignment, nor supersede or modify any other clause of this contract. To be valid, technical direction shall be issued consistent with the general scope of work set forth in the Statement of Requirements / Statement of Work (SOW), shall not change the expressed terms, conditions, or specification incorporated into this SOW; and shall not constitute a basis for extension to the delivery schedule or price.

SECTION C - CONTRACT PROVISIONS AND CLAUSES

C.1 52.252-1, Solicitation Provisions Incorporated by Reference. (FEB 1998)

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

Homeland Security Acquisition Regulation (HSAR):
<http://www.dhs.gov/xopnbiz/regulations/>

(End of Provision)

C.2 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): <http://www.acquisition.gov/far/index.html>

Homeland Security Acquisition Regulation (HSAR):
<http://www.dhs.gov/xopnbiz/regulations/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JULY 2013
52.204-13	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013

52.227-01	AUTHORIZATION AND CONSENT	DEC 2007
52.227-02	NOTICE & ASSISTANCE REGARDING PATENT & COPYRIGHT INFRINGEMENT	DEC 2007
52.237-3	CONTINUITY OF SERVICE	JAN 1991

**C.3 52.203-99, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-02)
PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)**

- (a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

C.4 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. (NOV 2015)

- (a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
- (b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The offeror represents that—

- (1) It [] is, [] is not an inverted domestic corporation; and
- (2) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(End of Provision)

C.5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (MAY 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that 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:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

— (5) [Reserved].

— (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

— (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

— (10) [Reserved].

— (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C.657a).

— (ii) Alternate I (Nov 2011) of 52.219-3.

— (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

— (ii) Alternate I (Jan 2011) of 52.219-4.

— (13) [Reserved]

— (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C.644).

— (ii) Alternate I (Nov 2011).

— (iii) Alternate II (Nov 2011).

— (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

— (ii) Alternate I (Oct 1995) of 52.219-7.

— (iii) Alternate II (Mar 2004) of 52.219-7.

X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

— (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4))

— (ii) Alternate I (Jan 2017) of 52.219-9.

— (iii) Alternate II (Nov 2016) of 52.219-9.

— (iv) Alternate III (Nov 2016) of 52.219-9.

— (v) Alternate IV (Aug 2018) of 52.219-9

— (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

— (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C.637(a)(14)).

— (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

— (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

— (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

— (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X_ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X_ (28) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

— (ii) Alternate I (Feb 1999) of 52.222-26.

X_ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

— (ii) Alternate I (July 2014) of 52.222-35.

X_ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

— (ii) Alternate I (July 2014) of 52.222-36.

X_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X_ (33) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

— (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

— (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

— (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

— (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

— (38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

— (ii) Alternate I (Oct 2015) of 52.223-13.

— (39) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

— (ii) Alternate I (Jun 2014) of 52.223-14.

— (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

— (41) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

— (ii) Alternate I (Jun 2014) of 52.223-16.

X_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

— (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

— (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).

— (45) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

— (ii) Alternate I (Jan 2017) of 52.224-3.

— (46) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

— (47) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

— (ii) Alternate I (May 2014) of 52.225-3.

— (iii) Alternate II (May 2014) of 52.225-3.

— (iv) Alternate III (May 2014) of 52.225-3.

— (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

— (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

— (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

— (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).

— (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

X_ (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

— (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).

— (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).

— (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

— (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

— (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

— (ii) Alternate I (Apr 2003) of 52.247-64.

— (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that 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:

[Contracting Officer check as appropriate.]

- (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall 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 clause at 52.215-2, Audit and Records-Negotiation.

(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)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii)
 - (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).
 - (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)
 - (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.6 3052.205-70, Advertisements, Publicizing Awards, and Releases. (SEP 2012)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or simply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

(End of Clause)

C.7 3052.209-70, Prohibition on Contracts with Corporate Expatriates. (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related

transactions)-

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

- (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic

corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that (Check one):
 it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003;
 it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or
 it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000

through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Provision)

C.8 3052.205-70, Advertisements, Publicizing Awards, and Releases. (SEP 2012)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or simply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

(End of Clause)

C.9 3052.209-70, Prohibition on Contracts with Corporate Expatriates. (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)-

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-

- (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
- (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

- (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common

control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that (Check one):

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Provision)

C.10 3052.242-72, Contracting Officer's Representative. (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract

such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

(b) The Contracting Officer cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of Clause)

C.11 USSS 3052.204-90, Unauthorized Use of the U.S. Secret Service Name.

In accordance with 18 U.S.C. 709, any contractor, except with the written permission of the Director of the U.S. Secret Service, who knowingly uses the words "Secret Service", "Secret Service Uniformed Division", "U.S.S.S.", "U.D." or any colorable imitation or such words or initials, in connection with or as a part of any advertisement, circular, book, pamphlet or other publication, play, motion picture, broadcast, telecast, other production, product or item, in a manner reasonably calculated to convey the impression that such advertisement, circular, book, pamphlet or other publication, product, or item, is approved, endorsed, or authorized by or by associated in any manner with, the U.S. Secret Service or the U.S. Secret Service Uniformed Division shall be punishable as follows: a corporation, partnership, business trust, association, or other business entity, by a fine under this title; an officer or member thereof participating or knowingly acquiescing in such violation or any individual violating this section, by a fine under this title or imprisonment for not more than one year, or both.

(End of Clause)

C.12 USSS 3052.1107-70, Electronic Submission of Payment Requests.

- a) *Definition.* "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.
- b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.
- c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

- d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of Clause)
(End of Document)

DEPARTMENT OF HOMELAND SECURITY
United States Secret Service

JUSTIFICATION AND APPROVAL (J&A) FOR PROCUREMENT ACTION

1. Agency and Contracting Activity:

This justification and approval supports the procurement action as described herein. The procurement action will be performed by the Department of Homeland Security, United States Secret Service, Procurement Division for **USSS INVESTIGATIVE SUPPORT DIVISION (ISD)**.

2. Nature and/or Description of the Action Being Approved:

Project Title: WEB BASED ANALYTICAL TOOL *(Enter the project title as it will appear in the solicitation and resultant contract/order.)*

Nature of Approval Request:

- Other than Full and Open Competition (FAR Part 6, Open Market > \$150,000)
- Limited Source Justification (FAR Part 8, Federal Supply Schedules)
- Exception to Fair Opportunity (FAR Part 16, IDIQ Contracts)

3. Description of Supplies/Services and Cost Estimate:

Description: *Provide a brief narrative description of the project (or modification). [NOTE: A Statement of Work (SOW) may be referenced and attached in lieu of providing a project description. The term SOW, as used throughout this document, includes "Specification," "Statement of Objectives" (SOO), and "Performance Work Statement (PWS)."]*

THIS IS ACQUISITION IS FOR A WEB BASED ANALYTICAL TOOL FOR CRIMINAL INVESTIGATIONS TO BE USED BY ISD. THE SOFTWARE TOOL SHOULD HAVE THE CAPABILITY TO (b)(7)(E)

(b)(7)(E)

(b)(7)(E) **WOULD PROVIDE SIGNIFICANT BENEFITS TO ISD AND POTENTIALLY AUGMENT ITS INVESTIGATIVE EFFECTIVENESS. THE ATTACHED STATEMENT OF WORK (SOW) SPECIFIES THE TECHNICAL REQUIREMENTS FOR THIS TOOL ACCORDING TO ISD NEEDS. THE COST ESTIMATE IS APPROXIMATELY \$450,000.**

Identification Number: 498209

(Specify the requisition number, proposed solicitation number, and/or acquisition plan number.)

Procurement History of the Proposed Action (If any):

Provide historical contract data (include contract number, period of performance, contractor, and total award value).

THE USSS PROTECTIVE INTELLIGENCE AND ASSESSMENT DIVISION (PID) PURCHASED THIS PRODUCT AS AN OPEN SOURCE INTELLIGENCE MONITORING SYSTEM UNDER CONTRACT #HSSS01-15-C-004 AND PR 481944 FROM BABEL STREET FOR A TOTAL AWARD VALUE OF \$1,999,394.00. THAT CONTRACT EXPIRED ON SEPTEMBER 27, 2018. IN ADDITION, CID PURCHASED THIS PRODUCT FOR THE GIOC IN 2018.

Total Estimate Dollar Value (Inclusive of options, which will be evaluated pre-award unless otherwise stated): \$ 449,467.00

Performance/Delivery:

The base period of performance is expected to be March 1, 20XX, through February 28, 20XX, with four (4) one-year option periods.

THE PERIOD OF PERFORMANCE IS EXPECTED TO BE A ONE-YEAR PERIOD BEGINNING AT OR AROUND THE TIME OF APPROVAL AND EXECUTION OF THIS PROCUREMENT ACTION.

4. Authority Cited:

The authority permitting (A) other than full open competition, (B) limited sources, or (C) exception to fair opportunity is indicated below:

A) Open Market Acquisition (FAR Subpart 6.3) - Other than Full and Open Competition

41 USC § 3304 (a)(1), FAR 6.302-1. ONLY ONE RESPONSIBLE SOURCE and no other supplies or services will satisfy agency requirements. This authority includes brand name.

NOTE: FAR 6.302-1(c) Application for brand name descriptions. (1) An acquisition or portion of an acquisition that uses a brand name description or other purchase description to specify a particular brand name, product, or feature of a product, peculiar to one manufacturer -

(i) Does not provide for full and open competition, regardless of the number of sources solicited; and (ii) Shall be justified and approved in accordance with 6.303 and 6.301.

- 41 USC § 3304(a)(2), FAR 6.302-2. UNUSUAL AND COMPELLING URGENCY.
- 41 USC § 3304(a)(3), FAR 6.302-3. INDUSTRIAL MOBILIZATION; ENGINEERING, DEVELOPMENTAL, OR RESEARCH CAPABILITY; OR EXPERT SERVICES.
- 41 USC § 3304(a)(4), FAR 6.302-4. INTERNATIONAL AGREEMENT.
- 41 USC § 3304(a)(5), FAR 6.302-5. AUTHORIZED OR REQUIRED BY STATUTE.

(Identify Statute)

- 41 USC § 3304(a)(6), FAR 6.302-6. NATIONAL SECURITY.
- 41 USC § 3304(a)(7), FAR 6.302-7. PUBLIC INTEREST (shall not be used when any other circumstance is applicable. See NOTE under "Approvals").

B) Federal Supply Schedules (FAR Subpart 8.4) - Limited Sources

- 40 USC § 121(c)(1), FAR 8.405-6(a)(1)(i)(A). An URGENT AND COMPELLING NEED exists, and following the procedures would result in unacceptable delays.
- 40 USC § 121(c)(1), FAR 8.405-6(a)(1)(i)(B). ONLY ONE SOURCE is capable of providing the supplies or services required at the level of quality required because the supplies or services are unique or highly specialized

NOTE: FAR 8.405-6(b). Items peculiar to one manufacturer. An item peculiar to one manufacturer can be a particular brand name, product, or a feature of a product, peculiar to one manufacturer. A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer. (1) Brand name specifications shall not be used unless the particular brand name, product, or feature is essential to the Government's requirements, and market research indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs.

- 40 USC § 121(c)(1), FAR 8.405-6(a)(1)(i)(C). In the interest of economy and efficiency, the new work is a LOGICAL FOLLOW-ON to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures. The original order BPA must not have been previously issued under sole-source or limited-sources procedures.

C) Indefinite-Delivery Indefinite Quantity (IDIQ) (FAR Subpart 16.5) - Exception to Fair Opportunity

- 41 USC § 4106(c)(1), FAR 16.505(b)(2)(i)(A). The agency need for the supplies or services is so URGENT that providing a fair opportunity would result in unacceptable delays.

- 41 USC § 4106(c)(2), FAR 16.505(b)(2)(i)(B). ONLY ONE AWARDEE is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
- 41 USC § 4106(c)(3), FAR 16.505(b)(2)(i)(C). The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a LOGICAL FOLLOW-ON to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
- 41 USC § 4106(c)(4), FAR 16.505(b)(2)(i)(D). It is necessary to place an order to satisfy a MINIMUM GUARANTEE.
- FAR 16.505(b)(2)(i)(E). For orders exceeding the simplified acquisition threshold, a STATUTE expressly authorizes or requires that the purchase be made from a specified source.

5. Reason for Authority Cited:

Provide rationale that supports the use of the authority cited. If applicable, identify the proposed or potential contractor(s), and include an in-depth discussion for the proposed contractor's unique qualifications for fulfilling the contract requirements. For example, if the authority is FAR 6.302-2, "unusual and compelling urgency," include the required schedule and lead-time involved along with a discussion of the serious injury to the Government which would result if award of a contract is delayed.

IT HAS BEEN DETERMINED THAT BABEL STREET MAINTAINS ALL PROPRIETARY RIGHTS TO ITS SOURCE CODE, ISSUED PATENTS AND PENDING PATENTS, AND OTHER TECHNOLOGY; BABEL STREET HAS NOT ISSUED ANY RIGHTS OR LICENSES TO OTHERS TO DEVELOP A SIMILAR OR COMPETING PRODUCT. MARKET RESEARCH CONDUCTED IN 2018 BY CID CONCLUDED THAT NO OTHER SOLUTIONS WERE FOUND THAT MEET THE TECHNICAL REQUIREMENTS OF THE USSS ISD. SEE ATTACHED PAST MARKET RESEARCH DOCUMENT.

6. Actions Taken to Increase Competition :

Describe efforts under this procurement action to ensure offers are solicited from as many potential sources as practicable. Efforts may include Procurement Division led industry days, Requests for Information (RFIs), Sources Sought announcements, Advance Planning Forecast System (APFS) notifications, etc. Also, describe the extent of competition anticipated for this acquisition (i.e., none, limited, etc.).

COMPETITION FOR THIS ACTION IS INHERENTLY LIMITED BECAUSE MARKET RESEARCH HAS INDICATED THAT BABEL STREET IS THE ONLY VENDOR THAT OFFERS THE TECHNICAL REQUIREMENTS OF THE USSS ISD IN ONE SUBSCRIPTION PACKAGE. PAST MARKET RESEARCH ALSO INDICATED THAT BABEL STREET IS THE ONLY VENDOR THAT OFFERS (b)(7)(E)

7. Determination of Fair and Reasonable Pricing :

Include a statement by the contracting officer that the anticipated cost will be evaluated for price fairness and reasonableness, and provide the basis for this determination. The steps that will be taken to ensure the final contract price will be fair and reasonable may include: results of market research; current price lists, catalogs, or advertisements; comparison with similar items in a related industry; comparison to an independent Government estimate; or, another reasonable basis.

Describe the extent of cost or price analysis anticipated including the requirement for certified cost or pricing data, technical evaluations, and audits (FAR 6.303-2(e)(7)).

MARKET RESEARCH, ALONG WITH COMPARISON TO SIMILAR USSS PROCUREMENT ACTIONS, HAS SUGGESTED THAT PRICES ARE CONSISTENT AND REASONABLE.

8. Market Survey :

Describe the market research that was conducted and the results of that effort (see FAR Part 10). Examples of market research include:

- Issuing a Sources Sought announcement in FedBizOpps (FBO);
- Publishing a Request For Information (RFI);
- Reviewing literature published by qualified organizations;
- Contacting knowledgeable acquisition and program officials in Government and industry regarding market capabilities; and
- Convening a pre-solicitation conference to exchange information with the marketplace.

If market research was not conducted, provide an explanation. (NOTE: Issuing the FBO notice does not, in and of itself, constitute market research.)

MARKET RESEARCH CONSISTED OF A HISTORICAL REVIEW OF SIMILAR USSS PROCUREMENT ACTIONS, CONSULTATIONS WITH KNOWLEDGEABLE USSS EMPLOYEES AND CONTRACTORS, AND INTERNET RESEARCH.

9. Other Factors Supporting the Use of Other than Full and Open Competition:

Cite any other factors not mentioned earlier in the justification as to why the requirement cannot be competed to the fullest extent. Also, if applicable:

(a) explain why technical data packages, specifications, engineering descriptions, statements of work, or purchase descriptions suitable for full and open competition have not been developed or are not available for a competitive acquisition;

(b) when the requirement can only be satisfied by one responsible source for a follow-on acquisition [see FAR 6.302-1(a)(2)(ii)], indicate whether there would be (i) unacceptable delays in fulfilling the agency's requirements and/or (ii) duplication of cost by award to another organization and, if so, provide an estimate of the cost duplication and how it was derived;

(c) if the justification is based on unusual and compelling urgency, indicate (using data, estimated cost, or other rationale) the extent and nature of the harm that the Service would incur and/or the unacceptable delays that would occur. Also, explain whether the proposed period of performance is the minimum acceptable period necessary to meet mission requirements, including why a shorter period is not advisable. If future extensions are anticipated, indicate what steps will be taken to encourage and solicit competition. (NOTE: The length of a contract or order awarded under these circumstances cannot exceed one year unless approved by the Head of the Contracting Activity.) Provide the rationale as to the extent and nature of the harm to the Government.

BABEL STREET'S PRODUCT IS A PROPRIETARY WEB-BASED APPLICATION THAT IS DEVELOPED AND MAINTAINED BY BABEL STREET. PAST MARKET RESEARCH FAILED TO IDENTIFY ANOTHER VENDOR THAT COULD OFFER REASONABLE COMPETITION TO MEET THE TECHNICAL REQUIREMENTS OF THE USSS ISD.

10. Interested Sources:

List the sources, if any, that have expressed an interest, in writing, in the acquisition and provide an explanation of why they are not being considered. If no expressions of interest have been received, enter "No other sources have expressed an interest, in writing, in the proposed acquisition."

Any responses, such as capability statements, received in response to a published notice (e.g., a Sources Sought notice or Request for Information) must be evaluated. Include all responses as an attachment to this Justification and Approval, along with the names of the individuals who participated in a review of those responses and a copy of the communication to each organization that responded. In addition, document any requests made to the CO by interested organizations for a copy of the solicitation or SOW with the following information: (a) the name of and contact information for the organization that submitted the request; (b) any communications with the requestor; and (c) the disposition of the request.

N/A

11. Proposed Actions the Agency May Take to Remove or Overcome Any Barriers to Competition Before Any Subsequent Acquisition for the Required Supplies or Services:

Provide a brief statement as to whether or not there are future plans to acquire the same type of supplies or services, e.g., further extensions or renewals by competitive or other means. If subsequent acquisitions are anticipated, state the actions taken, or anticipated, to avoid continued noncompetitive acquisition of the requirement and provide a schedule for accomplishing those actions. (NOTE: This may involve re-competing a successor requirement at a logical juncture in the phasing of the project or "breaking out" segments of the requirement to facilitate competition, where feasible.) If no actions have been or will be undertaken to overcome barriers to competition for future acquisitions, so indicate and provide an explanation.

DUE TO THE FACT THAT TECHNOLOGY IS RAPIDLY EVOLVING AND NEW PRODUCTS AND CAPABILITIES ARE CONSTANTLY EMERGING, THE MARKET WILL BE RE-SURVEYED TO IDENTIFY POTENTIAL NEW SOLUTIONS. IF SUCH POTENTIAL SOLUTIONS ARE IDENTIFIED, THE PRODUCT MAY BE RE-COMPETED.

12. Certifications & Approvals:

In accordance with the authority(ies) indicated in Section 4, above, and agency procedures, all justification documents must follow the approval process stated below.

Certification (Always Required):

The undersigned hereby certifies that the information provided herein to support this justification is complete and accurate to the best of his or her knowledge and belief.

Program Office (e.g. COR, SAIC, Program Manager, or Division Chief in accordance with business unit operating procedures)

Printed Name: (b)(6); (b)(7)(C)

Signature:

Date:

Review for Legal Sufficiency (Above \$150,000):

Printed Name:

Signature: Date:

Approvals:

Contracting Officer (Always Required):

Printed Name:

Signature: Date:

PRO Branch Chief or One Supervisory Level Above CO (Always Required):

Printed Name:

Signature: Date:

USSS Competition Advocate (>\$650,000):

Printed Name:

Signature: Date:

PRO Division Chief/HCA (>\$650,000):

Printed Name:

Signature: Date:

DHS Chief Procurement Officer (>\$62.5 million):

Printed Name:

Signature: Date:

NOTE: Competition Advocate, HCA & CPO approval required regardless of dollar amount, when contract is awarded under FAR 6.302-7, Public Interest.