AMENDM	ENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		CONTRACT ID CODE		PAGE OF PAGE	
2. AMENDM	ENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. RE	QUISITION/PURCHASE REQ. NO.	5. PF	1 ROJECT NO. (If ap)	2 olicable)
P00007		See Block 16C	(b)(7				
6. ISSUED B	Y CODE	(b)(7)(E)	7. A	OMINISTERED BY (If other than Item 6)	CODI	E (b)(7)(E)	Ċ-
IMMIGRA OFFICE 801 I	ENTION COMPLIANCE REMATION AND CUSTOMS ENFO OF ACQUISITION MANAGE STREET NW SUITE (b)(6); GTON DC 20536		IMI OF:	EDETENTION COMPLIANCE MIGRATION AND CUSTOMS FICE OF ACQUISITION MA 1 I STREET NW SUITE (b)(6) 65516	NAGEMI	CEMENT	
8. NAME AN	D ADDRESS OF CONTRACTOR (No., street	, county, State and ZIP Code)	(x) 9	A. AMENDMENT OF SOLICITATION NO.			
ATTN TH 1775 WI SUITH(b)(CAT TECHNOLOGY LLC UNDERCAT TECHNOLOGY LE EHLE AVE 6); VA 201905109	LC	9 × 1	B. DATED (SEE ITEM 11) 0A. MODIFICATION OF CONTRACT/ORDE ISHQDC-13-D-00002 ISCEDM-16-J-00045	ER NO.		
				0B. DATED (SEE ITEM 13)			
CODE 8	098871640000	FACILITY CODE	_	09/21/2016			
la t		11. THIS ITEM ONLY APPLIES T	TO AMEND	MENTS OF SOLICITATIONS			
THE PLAC virtue of the reference	CE DESIGNATED FOR THE RECEIPT OF (nis amendment you desire to change an offer to the solicitation and this amendment, and NTING AND APPROPRIATION DATA (If required)	OFFERS PRIOR TO THE HOUR AND r already submitted , such change ma is received prior to the opening hour : uired) N	D DATE SF ay be mad and date s let De	crease:	YOUR OF am or letter	FER If by r makes	
	13. THIS ITEM ONLY APPLIES TO M	ODIFICATION OF CONTRACTS/ORD	DERS. IT I	MODIFIES THE CONTRACT/ORDER NO. AS	DESCRIB	ED IN ITEM 14.	
	B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMEN	CT/ORDER IS MODIFIED TO REFLE HIN ITEM 14, PURSUANT TO THE A T IS ENTERED INTO PURSUANT TO	CT THE A AUTHORIT	IGES SET FORTH IN ITEM 14 ARE MADE DMINISTRATIVE CHANGES (such as chan Y OF FAR 43.103(b). RITY OF:			
Х	D. OTHER (Specify type of modification Funding Only Action	TOWNSON TO A STREET OF THE PARTY OF THE PART	002				
r <u>enderal</u> Paragraphy		is required to sign this document		n1 copies to the is		8	
DUNS No COR: ACOR Vendor Vendor Contrac	PTION OF AMENDMENT/MODIFICATION 10	(Organized by UCF section headings 7 - (b)(6); (b)(7)(C) 7 - (b)(7)(C) 03) 657 - (b)(6); (b)(6); (b)(6); 674 (b)(6); (b)(6); (b)(7)(6); (2) (202) 732 (b)(6);	(b)(7)(C C) (b)(6)	solicitation/contract subject matter where fe	easible.)		
	esult of this change,			funds in the amount of ted is decreased:	(b)(4)		
	rovided herein, all terms and conditions of the AND TITLE OF SIGNER (Type or print)	e document referenced in Item 9 A or		neretofore changed, remains unchanged and			
(6); (b)(7)(istrator		6); (b)(7)(C)		es ana an Anno Marine	
¹⁵ (b)(6); (b		15C. DATE SIGNED	D				
(2)(3), (6)	anata	7 August 20	018				
N Previous edi	tion unusable]			Prescribe	ed by GSA CFR) 53.243	v. 10-63)

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED HSHQDC-13-D-00002/HSCEDM-16-J-00045/P00007
 PAGE 2
 OF 2

ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY UN	SAN ENGINEER AND THE SAN OF THE S	AMOUNT (F)
	Fro (b)(4) By: To: Exempt Action: Y Sensitive Award: SPII Accounting Info: (b)(7)(E)			
9	FOB: Destination Period of Performance: 09/25/2016 to 09/24/2019 Change Item 0004 to read as follows(amount shown is the total amount):			
0004	ADD 4 SOCIAL MEDIA ANALYSTS - 2/NCATC & 2/PERC funding period for the 4 additional SME's is 1/25/18 through 9/24/18.			335,000.00
	The amount for this CLIN has decreased: From (b)(4) By: To:			
	Not withstanding the period of performance indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on that item (s) beyond that point. The government will not be obligated to reimburse the service provider in the excess of the amount allotted to those item (s) for performance beyond the funding allotted.			
	All other terms and conditions remain unchanged.			

AMENDMENT OF SOLICITATION/MOD	IFICATION OF CONTRACT			1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE		SITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00008	See Block 16C	(b)(7)(E)		(bVZVE)
6. ISSUED BY C	ODE (b)(7)(E)	7 ADMIN	IISTERED BY (If other than Item 6)	CODE (b)(7)(E)
ICEDETENTION COMPLIANCE IMMIGRATION AND CUSTOMS E OFFICE OF ACQUISITION MAN 801 I STREET NW SUITE(D)(6). WASHINGTON DC 20536	AGEMENT	IMMIG OFFIC 801 I	TENTION COMPLIANCE RATION AND CUSTOMS E OF ACQUISITION NO STREET NW SUIT (D)() NGTON DC 20536	ENFORCEMENT MANAGEMENT
8. NAME AND ADDRESS OF CONTRACTOR (No.	street, county, State and ZIP Code)	(x) 9A. AM	MENDMENT OF SOLICITATION NO	
THUNDERCAT TECHNOLOGY LLC				
ATTN THUNDERCAT TECHNOLOGY	Y LLC	9B. DA	ATED (SEE ITEM 11)	
1775 MIEHIE AVE				
30111		X 10A N	MODIFICATION OF CONTRACT/OR	DER NO.
RESTON VA 201905109		non	QDC-13-D-00002	
			EDM-16-J-00045 DATED (SEE (TEM 13)	
CODE 8098871640000	FACILITY CODE		10.70 (12.00.00)	
CODE 8098871640000	11. THIS ITEM ONLY APPLIES		/21/2016	
The above numbered solicitation is amended as				is extended. is not extended.
THE PLACE DESIGNATED FOR THE RECEIP' virtue of this amendmenty you desire to change a reference to the solicitation and this amendment 12. ACCOUNTING AND APPROPRIATION DATA (See Schedule	on offer already submitted, such change , and is received prior to the opening hou	may be made by t	telegram or letter, provided each tele ied. (b	The state of the s
	TO MODIFICATION OF CONTRACTS/O	RDERS. IT MODII	FIES THE CONTRACT/ORDER NO.	AS DESCRIBED IN ITEM 14.
CHECK ONE A THIS CHANGE ORDER IS ISSI ORDER NO. IN ITEM 10A	UED PURSUANT TO: (Specify authority)	THE CHANGES	SET FORTH IN ITEM 14 ARE MAD	E IN THE CONTRACT
B. THE ABOVE NUMBERED CON appropriation date, etc.) SET F	TRACT/ORDER IS MODIFIED TO REFL ORTH IN ITEM 14, PURSUANT TO THE	LECT THE ADMIN E AUTHORITY OF	ISTRATIVE CHANGES (such as chi FAR 43.103(b).	anges in paying office,
C THIS CHIRD EMENTAL ACRES	MENT IS ENTERED INTO PURSUANT	TO ALITHOBITY	OF	
C. THIS SUPPLEMENTAL AGREE	MENT IS ENTERED INTO PORSONNT	TOAUTHORITT	DF.	
D. OTHER (Specify type of modific	cation and authority)			
X Funding Only Acti	on IAW HSHQDC-13-D-0	00002		
	not. X is required to sign this docume		1 copies to the	issuing office
14. DESCRIPTION OF AMENDMENT/MODIFICAT				
	-657-(b)(6); (b)(7)(-657-(c) (703) 65 (b)(6); (b)(7)(C)	; (b)(7)(C)		
Vendor PO(b)(6); (b)(7)(C) (70)	(h)(C).	C)		
Contract Specialist (b)(6); (b)	(7)(C) (202) -7:	32-(D)(b); (t	b)(6); (b)(7)(C)	
Contracting Officer: (b)(6);(b)(7)(C) 202-732(b)(6);	_ (b)(6); (b)(7)(C)	
There is one (1) requisit:	ion associated with	this modi	fication; 192118FH	QNCATC028
			with the same and the same same	ere ere ere ere
The purpose of this modifi	ication (P00008) is	to de-obl	igate funds in the	amount of
Continued				
Except as provided herein, all terms and condition: 15A. NAME AND TITLE OF SIGNER (Type or print			fore changed, remains unchanged a	
/6)· /b)/7)/C)		(b)(6); (b)(SUFFICER (1906 OF DRINT)
Jonifacts A	dministrator			
6); (b)(7)(C)	15C. DATE SIGNE			
	9/7/2018 B	Sign By		
(Signature of ps. son authorized to sign)				CTANDADD FORM 20 /DEV 40 65
NSN 7540-01-152-8070 Previous edition unusable				STANDARD FORM 30 (REV. 10-83) Prescribed by GSA
er en				FAR (48 CFR) 53.243

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	(E005)96	UNIT PRICE	AMOUNT
(A)		(C)	(D)	(E)	(F)
(t-	SUPPLIES/SERVICES (B) (B)(4) from CLIN 0004, Item 5, MDL 1 on task order HSCEDM-16-J-00045 between DHS ICE and Thundercat Technology, LLC concerning social media services. As a result, the total amount obligated is decreased: From (b)(4) By: To: Exempt Action: Y Sensitive Award: SPII Discount Terms: Net 30 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 09/25/2016 to 09/24/2019 Change Item 0004 to read as follows (amount shown is the total amount): ADD 4 SOCIAL MEDIA ANALYSTS - 2/NCATC & 2/PERC Funding period for the 4 additional SME's is 1/25/18 through 9/24/18. The amount for CLIN 004, Item 5, MDL 1 has decreased: From (b)(4) By: To:	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Not withstanding the period of performance indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on that item (s) beyond that point. The government will not be obligated to reimburse the service provider in the excess of the amount allotted to those item (s) for performance beyond the funding allotted. All other terms and conditions remain unchanged.				

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		CONTRACT ID CODE	PAGE O	F PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. R	EQUISITION/PURCHASE REQ. NO.	5. PROJECT NO	(If applicable)
P00009	See Block 16C		7)(E)		
	(b)(7)(E)	7. /	ADMINISTERED BY (If other than Item 6)	CODE (b)(7)(F)
	MOVALS DRCEMENT	IC IM OF 80	EDETENTION COMPLIANCE MIGRATION AND CUSTOMS IN FICE OF ACQUISITION MAI OI I STREET NW SUITE (0)(6)	REMOVALS ENFORCEMENT NAGEMENT	
8. NAME AND ADDRESS OF CONTRACTOR (No., street	t, county, State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.		
THUNDERCAT TECHNOLOGY LLC ATTN THUNDERCAT TECHNOLOGY L. 1775 WIEHLE AVE SUITE (b)(6); RESTON VA 201905109	LC	х	9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDEI HSHQDC-13-D-00002 HSCEDM-16-J-00045	R NO.	
AND CONTROL LOCAL		_	10B. DATED (SEE ITEM 13)		
CODE 8098871640000	FACILITY CODE		09/21/2016		
	11. THIS ITEM ONLY APPLIES TO	AMEN	DMENTS OF SOLICITATIONS		33
CHECK ONE A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A.	nuired) Ne NODIFICATION OF CONTRACTS/ORDE PURSUANT TO: (Specify authority) TH	et Ir ERS. IT HE CHA	MODIFIES THE CONTRACT/ORDER NO. AS	IN THE CONTRACT	114.
appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMEN D. OTHER (Specify type of modification	IT IS ENTERED INTO PURSUANT TO		ADMINISTRATIVE CHANGES (such as chang TY OF FAR 43.103(b). ORITY OF:	A PARTY OF THE PROPERTY OF	
X IAW FAR 52.217-9					
E. IMPORTANT: Contractor is not.	x is required to sign this document a	and retu	ım1 copies to the iss	suing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION DUNS Number: 809887164 COR: (b)(6); (b)(7)(C) (802) -65 ACOR: (802) -65 Vendor Pod(b)(6); (b)(7)(C) (7	(7, (b)(6); -(b)(7)(C) -(b)(7)(C) -(b)(7)(C) -(b)(6); -(b)(6); -(b)(6); (674-(b)(6); -(b)(6); -(b)(6); (0)(7)(C) -(202) -732 -(b)(6); (0)(6)	(b)(7)(0) _(b)(6) _ (b)(6 is m	(b)(6); (b)(7)(C) (6); (b)(7)(C) (nodification; 192118FHQ) ercise Option Year Two	NCATC025	
15A. NAME AND TITLE OF SIGNER (Type or print)	16 document referenced in item 5 A of	1.0		In full force and enec	tr.
13A. NAME AND THE OF SIGNENTTYPE OF PINNS		(b)(6); (b)(7)(C)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED				
(Signature of person authorized to sign)					

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243
 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED HSHQDC-13-D-00002/HSCEDM-16-J-00045/P00009
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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	(440) 11 (0000)	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	period of performance of 09/25/2018 through 09/24/2019 on task order HSCEDM-16-J-00045				
	between DHS ICE and Thundercat Technology, LLC				
	concerning social media services.				
	As a result, the total amount obligated is				
	increased:				
	From (b)(4)				
	Ву: 4				
	To: S				
	Exempt Action: Y Sensitive Award: SPII				
	Discount Terms:				
	Net 30				
	FOB: Destination				
	Period of Performance: 09/25/2016 to 09/24/2019				
	Change Item 2001 to read as follows(amount shown				
	is the total amount):	(b)(4)		Ł	
		1 15.00			
2001	OPTION PERIOD TWO				0.0
	ONSITE SERVICES FOR FOUR (4) SUBJECT MATTER		П		II.
	EXPERTS (SMEs) PLUS NECESSARY SUBSCRIPTION AND				
	ADMINISTRATIVE TOOLS.				
	The Option Year Two CLINs will be funded by two				
	six month option Sub-CLINs				
	See SubCLINs for details.				
		ľ		İ	
	Add Item 2001A as follows:				
	Add Item 2001A as Iollows:				
2001A	4 SMEs for 6 months.				525,145.5
(h	(4) per SME per month				
(b	per SME per month.				
	Accounting Info:				
	(b)(7)(E)				
	Funded (b)(4)				
	Accounting Info:				
	(b)(7)(E)				
	[4.74]				
	Funded: (b)(4)	-			
	Continued				
	A Record of the Control of the Contr				
		1	1		

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED HSHQDC-13-D-00002/HSCEDM-16-J-00045/P00009
 PAGE 0F 3
 OF 3

NAME OF OFFEROR OR CONTRACTOR

THUNDERCAT TECHNOLOGY LLC

ITEM NO.	SUPPLIES/SERVICES	QUANTITY UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C) (D)	(E)	(F)
÷	Add Item 2001B as follows:			,
2001B	4 SMEs for 6 months.			0.00
(b)(per SME per month.			
_	Amount: (b)(4) Option Line Item) 03/25/2019 Product/Service Code: R424 Product/Service Description: SUPPORT- PROFESSIONAL: EXPERT WITNESS			
	Accounting Info: Funded: \$0.00			
	Change Item 2002 to read as follows(amount shown is the total amount):	(b)(4)		
2002	OPTION PERIOD TWO	(5)(4)	<u> </u>	0.00
	UP TO FOUR (4) SUBJECT MATTER EXPERTS (SMEs) PLUS NECESSARY SUBSCRIPTION AND ADMINISTRATIVE TOOLS.			
	The Option Year Two CLINs will be funded by two six month option Sub-CLINs.			
	See SubCLINs for details.			
	Add Item 2002A as follows:			
2002A	4 SMEs for 6 months.			525,145.50
	(b)(4) per SME per month.			
	Accounting Info: (b)(7)(E)			
	Funded: (b)(4)			
	Add Item 2002B as follows:			45.06
2002B	4 SMEs for 6 months.			0.00
	b)(4) per SME per month. Amount: (b)(4) Option Line Item) 03/25/2019 Product/Service Code: R424 Product/Service Description: SUPPORT- PROFESSIONAL: EXPERT WITNESS Continued			

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
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 OF

 HSHQDC-13-D-00002/HSCEDM-16-J-00045/P00009
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 4

M NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	Aggoverting Tofo.				
	Accounting Info:				
	Funded: \$0.00				
	Not withstanding the period of performance				
	indicated above, the funding provided in this				
	modification is the amount presently available for payment and allotted to this task order. The				
	service provider agrees to perform to the point				
	that does not exceed the total amount currently				
	allotted to the items currently funded under this				
	task order. The service provider is not				
	authorized to continue to work on that item (s)				
	beyond that point. The government will not be				
	obligated to reimburse the service provider in				
	the excess of the amount allotted to those item				
	(s) for performance beyond the funding allotted.				
	All other terms and conditions remain unchanged.				
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-					
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=			1		
5					
3					
2					
B					
2					
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AMENDMENT OF SOLICITATION/MODIFIC	CATION OF CONTRACT		CONTRACT ID CODE	PAGE OF PAGES
		14 BE	OLIISITION/DI IDCUASE DEC NO	1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	(b)(7)(E	OUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00010 6. ISSUED BY CODE	See Block 16C (b)(7)(E)	7 45	MINISTERED BY (If other than Item 6)	CODE (b)(7)(E)
	MOVALS ORCEMENT	ICE IMM OFF 801		REMOVALS NFORCEMENT AGEMENT
A MANE AND ADDRESS OF CONTRACTOR		la.		
8. NAME AND ADDRESS OF CONTRACTOR (No., street THUNDERCAT TECHNOLOGY LLC ATTN THUNDERCAT TECHNOLOGY I 1775 WIEHLE AVE SUITE (b)(6); RESTON VA 201905109		9E	A. AMENDMENT OF SOLICITATION NO. B. DATED (SEE ITEM 11) DA. MODIFICATION OF CONTRACT/ORDER SHODC = 13 - D = 0002	NO.
		Н	SCEDM-16-J-00045	
		10	B. DATED (SEE ITEM 13)	
CODE 8098871640000	FACILITY CODE		9/21/2016	
	11. THIS ITEM ONLY APPLIE	S TO AMEND	MENTS OF SOLICITATIONS	
THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an of reference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If respectively) and the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If respectively) and the solicitation and this amendment, and 13. THIS ITEM ONLY APPLIES TO I	fer already submitted , such change d is received prior to the opening ho quired)	may be made our and date sp Net Inc	by telegram or letter, provided each telegram becified. (b)(4)	n or letter makes
B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORT	ICT/ORDER IS MODIFIED TO REF H IN ITEM 14, PURSUANT TO TH NT IS ENTERED INTO PURSUANT	LECT THE ALL E AUTHORITY	GES SET FORTH IN ITEM 14 ARE MADE IN DMINISTRATIVE CHANGES (such as change (OF FAR 43.103(b). ITY OF:	
D. OTHER (Specify type of modification X FUNDING ONLY ACTION		20002		
Annealist teaching and an arm and a second to	TORON AND THE CONTRACT OF T			
E. IMPORTANT: Contractor Sis not. 14. DESCRIPTION OF AMENDMENT/MODIFICATION	is required to sign this docum			
COR: (b)(6); (b)(7)(C) (802) -65 ACOR (802) -65 Vendor POC: (b)(6); (b)(7)(C) (703) Vendor POC: (b)(6); (b)(7)(C) (703) Contract Specialist: (b)(6); (b)(7) Contracting Officer: (b)(6); (b)(7) There is one (1) requisition The purpose of this modification Continued Except as provided herein, all terms and conditions of 15A. NAME AND TITLE OF SIGNER (Type or print)	57 C) - (b)(7)(- (703) 657 (h)(6); (b)(6); (b)(7)(C) (202) - 7(C) (202 - 732 - (b)(6); (b)(7)(7)(C) (202 - 732 - (b)(6); (b)(7)(7)(C) (202 - 732 - (b)(6); (b)(7)(7)(C) (202) - 732 - (b)(6)(7)(7)(C) (202 - 732 - (b)(6); (b)(7)(7)(C) (202 - 732 - (b)(6); (c) (c) (c) (202 - 732 - (b)(6); (c) (c) (202 - 732 - (b)(6); (c)	(6); (b)(7)(C (C) (3); (b)(6); (b)(6); (b)(6) this model to add	p)(6); (b)(7)(C) cdification; 192118FHQN funding in the amount eretofore changed, remains unchanged and in the contracting of	of $(b)(4)$ to full force and effect.
15B. CONTRACTOR/OFFEROR	15C. DATE SIGN	NED		
(Signature of person authorized to sign)				ATALIA ABA FABILI AA ABELL IA AT
NSN 7540-01-152-8070				STANDARD FORM 30 (REV. 10-83)

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243
 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED HSHQDC-13-D-00002/HSCEDM-16-J-00045/P00010
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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
2001A	task order HSCEDM-16-J-00045 between DHS ICE and Thundercat Technology, LLC concerning social media services. As a result, the total amount obligated hereby increases: From (D)(4) By: To: Exempt Action: Y Sensitive Award: SPII Discount Terms: Net 30 FOB: Destination Period of Performance: 09/25/2016 to 09/24/2019 Change Item 2001A to read as follows (amount shown is the total amount): 4 SMEs for 11 months. D)(4) per SME per month. The total amount for CLIN 2001A hereby increases From (D)(4) By: To: Accounting Info: (D)(7)(E) Funded: \$0.00 Accounting Info: (D)(7)(E) Funded: \$(D)(4) Accounting Info: (D)(7)(E) Funded: \$(D)(4) Accounting Info: (D)(7)(E)	(C)		(E)	962,766.

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED HSHQDC-13-D-00002/HSCEDM-16-J-00045/P00010
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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	4902119/2220	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Change Item 2001B to read as follows (amount shown is the total amount):				
	is the total amount):				
2001B	4 SMEs for 1 month.				0.00
97	(b)(4) per SME per month.		$ \ $		
18	Amount: \$(b)(4) ption Line Item)				
	07/25/2019				
	Product/Service Code: R424 Product/Service Description: SUPPORT-				
	PROFESSIONAL: EXPERT WITNESS				
	Accounting Info:				
	Funded: \$0.00				
	Change Item 2002A to read as follows(amount shown				
	is the total amount):				
2002A	4 SMEs for 11 months.				962,766.7
	per SME per month.				
	The total amount for CLIN 2002A hereby increases				
	From (b)(4)		1 1		
	By: \$ To: \$				
	A CONTRACTOR OF THE CONTRACTOR		11		
	Accounting Info: (b)(7)(E)				
	(0)(1)(2)				
	Funded: \$0.00				
	Accounting Info:				
	(b)(7)(E)		П		
	Funded: (b)(4)		H		
	Change Than 2002D to mad as fallows/amount about		11		
	Change Item 2002B to read as follows (amount shown is the total amount):				
20025	4 SMEs for 1 month.				0.0
2002B					0.0
ļ	(b)(4) per SME per month. Amount:(b)(4) ption Line Item)				
	Amount: (b)(4)			3:	
	Product/Service Code: R424		11		
	Product/Service Description: SUPPORT- PROFESSIONAL: EXPERT WITNESS		11	=	
	INCIBOTORAD. EAFERT WITNESS				
	Continued				

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED HSHQDC-13-D-00002/HSCEDM-16-J-00045/P00010
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TEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Accounting Info:				
	Funded: \$0.00				
	Not withstanding the period of performance				
	indicated above, the funding provided in this				
	modification is the amount presently available				
	for payment and allotted to this task order. The				
	service provider agrees to perform to the point				
	that does not exceed the total amount currently				
	allotted to the items currently funded under this				
	task order. The service provider is not				
	authorized to continue to work on that item (s)				
	beyond that point. The government will not be				
	obligated to reimburse the service provider in				
	the excess of the amount allotted to those item				
	(s) for performance beyond the funding allotted.				
	All other terms and conditions remain unchanged.				
	And conditions remain unchanged.				
		-			
		1	ΙI	l l	

AMENDMENT OF SOLICITATION/MODIFI	ICATION OF CON	JTRACT	CONTRACT ID CODE	PAGE OF PAGES
				1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DA	(b)	. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00009 6. ISSUED BY COD	See Block (b)(7)(E)	160	7. ADMINISTERED BY (If other than Item 6)	CODE (b)(7)(E)
	EMOVALS FORCEMENT GEMENT	I I C 8	ICEDETENTION COMPLIANCE IMMIGRATION AND CUSTOMS DEFICE OF ACQUISITION MA	REMOVALS ENFORCEMENT
8. NAME AND ADDRESS OF CONTRACTOR (No., str	reet, county, State and ZIP	P Code) (x	9A. AMENDMENT OF SOLICITATION NO.	
THUNDERCAT TECHNOLOGY LLC ATTN THUNDERCAT TECHNOLOGY 1775 WIEHLE AVE SUITE (b)(6); SUITE (b)(7)(7) RESTON VA 201905109	LLC	x	9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDE HSHQDC-13-D-00002 HSCEDM-16-J-00045 10B. DATED (SEE ITEM 13)	ER NO.
CODE 8098871640000	FACILITY CODE	7	09/21/2016	
00300/1040000		ONLY APPLIES TO AM	ENDMENTS OF SOLICITATIONS	
CHECK ONE A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.	D MODIFICATION OF C	CONTRACTS/ORDERS. pecify authority) THE CH	Increase: IT MODIFIES THE CONTRACT/ORDER NO. AS HANGES SET FORTH IN ITEM 14 ARE MADE IE ADMINISTRATIVE CHANGES (such as changer) RITY OF FAR 43.103(b).	IN THE CONTRACT
C. THIS SUPPLEMENTAL AGREEME D. OTHER (Specify type of modification)	ENT IS ENTERED INTO		205	
X IAW FAR 52.217-9				
ACOR (802) -6 Vendor POC: (b)(6); (b)(7)(C) ((703) 657-(b)(6); 657(b)(7)(C) -(b)(6); 657(703) 657-(b)(7)(7)(C)	(6); (b)(7)(C) (6); (b)(6); (b)(7) (b)(6); (b)(7)(C) (202) -732-16	ding solicitation/contract subject matter where fe	
There is one (1) requisition The purpose of this modifice Continued Except as provided herein, all terms and conditions of 15A. NAME AND TITLE OF SIGNER (Type or print)	cation (P000	009) is to ex	xercise Option Year Two	(2) CLINS with a din full force and effect.
(b)(6); (b)(7)(C) hI/Contracts Administra	ator	(t	b)(6); (b)(7)(C)	4.11.004
15B. CONTRACTOR/OFFEROR ()(6); (b)(7)(C)	150	9/21/2018		

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243
 CONTINUATION SHEET
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 OF 4

EM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	period of performance of 09/25/2018 through				A (31) mm - 1
	09/24/2019 on task order HSCEDM-16-J-00045				
	between DHS ICE and Thundercat Technology, LLC				
	concerning social media services.				
	As a result, the total amount obligated is				
	increased:				
	From:(b)(4)				
	By: \$				
	To: \$				
	Exempt Action: Y Sensitive Award: SPII				
	Discount Terms:				
	Net 30				
	FOB: Destination Period of Performance: 09/25/2016 to 09/24/2019			e	
	Change Item 2001 to read as follows(amount shown				
	is the total amount):				
001	OPTION PERIOD TWO	(b)(4)		<u> </u>	0.
	ONSITE SERVICES FOR FOUR (4) SUBJECT MATTER EXPERTS (SMEs) PLUS NECESSARY SUBSCRIPTION AND ADMINISTRATIVE TOOLS.				
	The Option Year Two CLINs will be funded by two six month option Sub-CLINs				
	See SubCLINs for details.				
	Add Item 2001A as follows:				
01A	4 SMEs for 6 months.	1			525,145.
	(b)(4)			1	3-26-33
l	per SME per month.				
	Accounting Info:				
	b)(7)(E)				
: <u> </u>	Funded: (D)(4)				
	(b)(7)(E)				
2	(D)(4)				
	Funded (0)(4)				
	Continued				
		1	1		

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 REFERENCE NO. OF DOCUMENT BEING CONTINUED HSHQDC-13-D-00002/HSCEDM-16-J-00045/P00009
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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	55757.0	UNIT PRICE	AMOUNT
(A)	(B) Add Item 2001B as follows:	(C)	(D)	(E)	(F)
	Add Item 2001B as Tollows:				
2001B	4 SMEs for 6 months.				0.0
K	b)(4) per SME per month.				
L	Amount: (b)(4) ption Line Item)				
	03/25/2019				
	Product/Service Code: R424				
	Product/Service Description: SUPPORT-				
	PROFESSIONAL: EXPERT WITNESS				
	Accounting Info:				
	Funded: \$0.00				
	Change Item 2002 to read as follows(amount shown				
	is the total amount):				
	To ene cocar amount,:	(b)(4)			
2002	OPTION PERIOD TWO	I CONTAIN			0.0
	UP TO FOUR (4) SUBJECT MATTER EXPERTS (SMEs) PLUS			4	
	NECESSARY SUBSCRIPTION AND ADMINISTRATIVE TOOLS.				
	The Option Year Two CLINs will be funded by two				
	six month option Sub-CLINs.				
	See SubCLINs for details.				
	NAS BLOCK OF TRANSPARENT FOR CONTRACT C			*	
	7 11 There 20002 5-11				
	Add Item 2002A as follows:				
2002A	4 SMEs for 6 months.				525,145.5
	(b)(4)				
	per SME per month.				
	Accounting Info:				
	(b)(7)(E)				
	Funded: (b)(4)				
	Tanaca.				
	Add Item 2002B as follows:				
2002B	4 SMEs for 6 months.				0.0
	The second secon				0.0
(b)	per SME per month.				
	Amount: (b)(4) Option Line Item)				
	03/25/2019 Product/Service Code: R424				
	Product/Service Description: SUPPORT-				
	PROFESSIONAL: EXPERT WITNESS				
	Continued				

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED HSHQDC-13-D-00002/HSCEDM-16-J-00045/P00009
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EM NO.	SUPPLIES/SERVICES	QUANTITY	SOUTH	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Accounting Info:				
	Funded: \$0.00				
	Not withstanding the period of performance				
	indicated above, the funding provided in this				
	modification is the amount presently available				
	for payment and allotted to this task order. The service provider agrees to perform to the point				
	that does not exceed the total amount currently				
	allotted to the items currently funded under this				
	task order. The service provider is not				
	authorized to continue to work on that item (s)				
	beyond that point. The government will not be				
	obligated to reimburse the service provider in the excess of the amount allotted to those item				
	(s) for performance beyond the funding allotted.				
	(5) 151 performance beyond the funding afforted.				
	All other terms and conditions remain unchanged.				
		I	I I		

	OFFEROR 1	O COMPLETE BLO	R FOR COMM CKS 12, 17, 23, 2		1. REG (b)(7)(E)	M21110			1	9
CON	PACT NO. DDC-13-D-00002		3. AWARD/	4. ORDER NUMBER				5. SOLICITATION	NUMBER		6. SOLICITATION ISSUE DATE
Dily	2DC 13 D 00002		EFFECTIVE DATE	HSCEDM-16	a rate mosterowali						Section Convert
26	FOR SOLICITATION INFORMATION CALL:	(b)(6); (b)(7)(C	10 mm		1 (5)	102-732	(b)(6); (b)(7)(59	-		E DATE/LOCAL TIME
ISSU	ED BY	10.2 10.2	(t	o)(7)(E)	10. THIS ACQUI	ISITION IS		RESTRICTED OR		SET ASIDE:	100.00 % FOR:
MMI FFI	DETENTION COMPLIA GRATION AND CUST CCE OF ACQUISITION I STREET NW SUIT HINGTON DC 20536	TOMS ENFORO	CEMENT		☐ SMALL BUS ☐ HUBZONE BUSINESS ☑ SERVICE-C VETERAN- SMALL BUS	SMALL DISABLED OWNED	□ (wo	SB) ELIGIBLE UND	ER THE WO	OMEN-OWNED NA	ics:541519 estandard: 150
100		DISCOUNT TERMS			☐ 13a. THIS	CONTRACT IS	Δ.	13b. RATING			
MA	N UNLESS BLOCK IS RKED				RATE	D ORDER UND (15 CFR 700)		14. METHOD	OF SOLICITA		en :
1,757	SEE SCHEDULE VER TO	CODE	(b)(7)(E)		16. ADMINISTE	Mese use excessaria		□RFQ	LIF		7)(E)
MMI 01 UII	ENFORCEMENT REI GRATION AND CUST I STREET NW TE ((b)(6); INGTON DC 20536	MOVAL FOMS ENFOR	CEMENT		OFFICE	TION AN OF ACQU TREET N	ID CU JISIT IW SU	STOMS EN ION MANA IITE (b)(6);		MENT	
	NTRACTOR/ CODE (b)(7)(E)	FACILITY	 	18a. PAYMENT	WILL BE MADE	BY			cont(b)(7))(E)
TTN 775	DERCAT TECHNOLOG THUNDERCAT TECH WIEHLE AVE E (b)(6);					561567)(6); (b)(7)(C)				
EST	ON VA 201905109				ADD CUIDAIT IA			5005-5-901	1Ra LINI ES	S BLOCK BEI	OW
EST	ON VA 201905109	ENT AND PUT SUCH A	DDRESS IN OFFER		18b. SUBMIT IN	IVOICES TO AC	DDRESS SEE ADD	SHOWN IN BLOCK	18a UNLES	S BLOCK BEI	
EST	ON VA 201905109		DDRESS IN OFFER 20. E OF SUPPLIES/SE			IVOICES TO AD	DORESS:	SHOWN IN BLOCK	18a UNLES	S BLOCK BEI	.OW 24. AMOUNT
LEPH 176. (ON VA 201905109 ONE NO. CHECK IF REMITTANCE IS DIFFERING DUNS Number COR: (b)(6); (b)(7)(C) ACOR: (b)(6); (b) (b)(6); (b)(7)(C) Contract Sp (b)(6); (b)(7)(C) Contracting (b)(6); (b)(7)(C) Vendor POC: b)(6); (b)(7)(C)	schedul: 8098871 (C) (7)(C) (ecialist (b)(Officer: (b)(6); (b)(7)(C)	20. E OF SUPPLIES/SE 64 802) - 657- 802) - 657(t) 6); (b)(7)(C) (b)(6); (b)(7)(C) (703	(b)(6); – b)(6): (202) –73 (202) –7 (202) –7	IS CHECH	IVOICES TO AD	DORESS SEE ADD	SHOWN IN BLOCK ENDUM 23:	18a UNLES	S BLOCK BEI	24.
EPH 176.	ON VA 201905109 ONE NO. CHECK IF REMITTANCE IS DIFFERING DUNS Number COR: (b)(6); (b)(7)(C) ACOR: (b)(6); (b) (b)(6); (b)(7)(C) Contract Sp (b)(6); (b)(7)(C) Contracting (b)(6); (b)(7)(C) Vendor POC: b)(6); (b)(7)(C)	schedul: 8098871 (C) (7)(C) (ecialist (b)(Officer: (b)(6); (b)(7)(C)	20. E OF SUPPLIES/SE 64 802) - 657- 802) - 657(t) 6); (b)(7)(C) (b)(6); (b)(7)(C) (703	(b)(6); – b)(6): (202) –73 (202) –7 (202) –7	is check	IVOICES TO AD	DDRESS ADDRESSEE	SHOWN IN BLOCK ENDUM 23. UNIT PRICE	RD AMOUN	NT (For Govt	24. AMOUNT
LEPH 1176. C 1 ITEM	ON VA 201905109 ONE NO. CHECK IF REMITTANCE IS DIFFERENT DUNS Number COR: (b)(6); (b)(7)(C) ACOR: (b)(6); (b) (b)(6); (b)(7)(C) Contract Sp (b)(6); (b)(7)(C) Vendor POC: b)(6); (b)(7)(C) (Use Reverting COUNTING AND APPROPRIATION Schedule	schedul: 8098871 (C) (T)(C) (C) ecialist (b)(C) Officer: (b)(6); (b)(7)(C) rse and/or Attach (C) ION DATA	20. E OF SUPPLIES/SE 64 802) - 657 (b)(7)(C) (b)(6); (b)(7)(C) (703 Additional Shee	(b)(6); – (202) – 73 (202) – 73 (202) – 7 (202) – 7	12 - (b)(6); 132 - (b)(6);	VOICES TO ACED 21. QUANTITY	DDRESS SEE ADD 22. UNIT	SHOWN IN BLOCK ENDUM 23. UNIT PRICE 26. TOTAL AWAI	RD AMOUN	NT (For Govt	24. AMOUNT
LEPH 176. CACCE	ON VA 201905109 ONE NO. CHECK IF REMITTANCE IS DIFFERED IN NO. DUNS Number COR: (b)(6); (b)(7)(C) ACOR: (b)(6); (b)(7)(C) Contract Sp (b)(6); (b)(7)(C) Contracting (b)(6); (b)(7)(C) Vendor POC: (Use Revection of the control	schedul: 8098871 (C) (7)(C) (ecialist (b)(Officer: (b)(6); (b)(7)(C) rse and/or Attach (ION DATA	20. E OF SUPPLIES/SE 64 802) - 657 (b)(7)(C) (b)(6); (b)(7)(C) (703 Additional Shee	(b)(6); – (202) – 73 (202) – 73 (202) – 73 (202) – 73 (202) – 73 (202) – 73 (202) – 73	12 - (b)(6); 132 - (b)(6); 132 - (b)(6); 133 - (b)(6);	VOICES TO ACED 21. QUANTITY ARE ATTACH	DDRESS SEE ADD 22. UNIT	SHOWN IN BLOCK ENDUM 23. UNIT PRICE 26. TOTAL AWAI \$ 5.0 DDENDA	RD AMOUN	NT (For Govt	24. AMOUNT
ITEM 11 176. C. OF ACID SHEEL SHEEL STEEL	ON VA 201905109 ONE NO. CHECK IF REMITTANCE IS DIFFERENT INO. DUNS Number COR: (b)(6); (b)(7)(C) ACOR: (b)(6); (b)(7)(C) Contract Sp (b)(6); (b)(7)(C) Vendor POC: (b)(6); (b)(7)(C) (Use Reverting and appropriate schedule) SOLICITATION INCORPORATE CONTRACTOR IS REQUIRED THE STO ISSUING OFFICE. TO THE TERMS	schedul: 8098871 (C) (T)(C) (C) ecialist (b)(C) Officer: (b)(6); (b)(7)(C) rse and/or Attach (C) ION DATA ES BY REFERENCE ER INCORPORATE: O SIGN THIS DOCU. NTRACTOR AGREE RWISE IDENTIFIED S AND CONDITIONS	20. E OF SUPPLIES/SE 64 802) - 657(E 6); (b)(7)(C) (b)(6); (b)(7)(C) (703 Additional Sheet FAR 52.212-1, 52 8 BY REFERENCE IMENT AND RET S TO FURNISH A ABOVE AND ON	(202) -73 (202)	32-(b)(6); 32-(b)(6); 32-(b)(6); 3 AND 52-212-5 A 52-212-5 IS ATTA	ARE ATTACHI CHED. 29. AWARD CO DATED NCLUDING A HEREIN, IS A	ED. A ADDEN	SHOWN IN BLOCK ENDUM 23: UNIT PRICE 26. TOTAL AWAI \$ 5 0 DDENDA DA TRACT:	RD AMOUNT OF FER ANGES W	NT (For Govt	24. AMOUNT Use Only) ARE NOT ATTACHE ARE NOT ATTACHE OFI
EST 1176.c. 176.	ON VA 201905109 ONE NO. CHECK IF REMITTANCE IS DIFFERED DUNS Number COR: (b)(6); (b)(7)(C) ACOR: (b)(6); (b) (b)(6); (b)(7)(C) Contract Sp (b)(6); (b)(7)(C) Contracting (b)(6); (b)(7)(C) Vendor POC: b)(6); (b)(7)(C) (Use Reve COUNTING AND APPROPRIAT SCHEDITATION INCORPORATE CONTRACTOR IS REQUIRED THES TO ISSUING OFFICE. CO ITEMS SET FORTH OR OTHER THES SUBJECT TO THE TERMS CONTRACTOR IS REQUIRED THES SUBJECT TO THE TERMS	schedul: 8098871 (C) (T)(C) (C) ecialist (b)(C) Officer: (b)(6); (b)(7)(C) rse and/or Attach (C) ION DATA ES BY REFERENCE ER INCORPORATE: O SIGN THIS DOCU. NTRACTOR AGREE RWISE IDENTIFIED S AND CONDITIONS	20. E OF SUPPLIES/SE 64 802) - 657(E 6); (b)(7)(C) (b)(6); (b)(7)(C) (703 Additional Sheet FAR 52.212-1, 52 8 BY REFERENCE IMENT AND RET S TO FURNISH A ABOVE AND ON	(202) -73 (202)	3 AND 52.212-5 A 52.212-5 IS ATTAL	ARE ATTACHI CHED. 29. AWARD CO DATED NCLUDING A HEREIN, IS A	ED. A ADDEN	23. UNIT PRICE 26. TOTAL AWAI \$5.0 DDENDA DA TRACT: YO DITIONS OR CH	RD AMOUNT OF FER ANGES W	NT (For Govt	24. AMOUNT Use Only) ARE NOT ATTACHE ARE NOT ATTACHE OFI

19. ITEM NO.		20. SCHEDULE OF SUPPLIES	S/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRI	ICE	24. AMOUNT
	Vendor POC:	(b)(6); (b)(7)(C) (703)	67 (b)(6); (b)(7)(C)					
(k	b)(6); (b)(7)(C)	■ 01:	The state of the s					
- E-			54					
	Address to the	is issued in acco		20040				
		ce II Contract HSH						
	The second secon	ce II Contract ter		S				
	The second control of the second	contractor will p		the				
		covided by Thunder		5.5				
	G. 000	ed Statement of wo		,				
	Exempt Acti							
	Accounting							
(k	b)(7)(E)							
₹ L	Period of B	Performance: 09/25	/2016 to 09/24/20	019				
0001		ICES FOR 4 SUBJEC						500,000.00
	NECESSARY S	SUBSCRIPTION AND A	DMINISTRATIVE TO	OLS				
	9/25/2016 t	through 3/24/2017						
		TOTAL TOTAL AND THE	m Mamman EVDEDEC	(b)(4)			0.00
0002		VICES FOR 4 SUBJECTURE SUBSCRIPTION AND A			1	1		0.00
	DODGE AND STATE OF THE PARTY OF	chrough 9/24/2017	DMINISTRATIVE 10	OLIS				
	Amount: \$(b)		ine Item)					
	03/24/2017	()						
	Fully Funde	ed Obligation Amou	nt (b)(4)	1				
	aparting a second control			1				
	Continued	cex.						
32a. QUANTIT	TY IN COLUMN 21 HAS	BEEN						
RECEI	VED INSI	PECTED ACCEPTED	O, AND CONFORMS TO THE CO					
32b. SIGNATU	JRE OF AUTHORIZED	GOVERNMENT REPRESENTATIV	E 32c. DATE	32d. PRINTED NAM	EAND	TITLE OF AUTH	ORIZED GO	VERNMENT REPRESENTATIVE
32e MAILING	ADDRESS OF AUTHOR	RIZED GOVERNMENT REPRESEN	NTATIVE	32f, TELEPHONE N	JMBER	R OF AUTHORIZI	ED GOVERN	IMENT REPRESENTATIVE
326, WAILING	ADDITION OF HOTHER							
				32g. E-MAIL OF AUT	HORIZ	ED GOVERNME	NT REPRES	SENTATIVE
00.0140.4144	ADED.	A VOLOUED HIMDED	35. AMOUNT VERIFIED	36. PAYMENT				37. CHECK NUMBER
33. SHIP NUM	IBER	34. VOUCHER NUMBER	CORRECT FOR	SO. PATRICITY				
- PARTIAL	FINAL			COMPLETE		PARTIAL [FINAL	
PARTIAL 38. S/R ACCO	OUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY					
41a. I CERTIF	Y THIS ACCOUNT IS C	ORRECT AND PROPER FOR PAY		42a RECEIVED I	BY (Pri	nt)		
41b. SIGNATU	JRE AND TITLE OF CE	RTIFYING OFFICER	41c. DATE	42b. RECEIVED	AT (Loc	eation)		
				42c, DATE REC'D	(YY/M	IM/DD)	42d, TOTAL	CONTAINERS
						50		

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NAME OF OFFEROR OR CONTRACTOR

THUNDERCAT TECHNOLOGY LLC

ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
0003	ADDITIONAL 4 SME PLUS NECESSARY SUBSCRIPTION AND ADMINISTRATIVE TOOLS Amount: (b)(4) Option Line Item) 10/24/2017 Fully Funded Obligation Amoun (b)(4)	(b)(4)			0.00
1001	OPTION PERIOD ONE ONSITE SERVICES FOR 4 SUBJECT MATTER EXPERTS PLUS NECESSARY SUBSCRIPTION AND ADMINISTRATIVE TOOLS Amount (b)(4) Option Line Item) 08/25/2017				0.00
1002	ADDITIONAL 4 SME PLUS NECESSARY SUBSCRIPTION AND ADMINISTRATIVE TOOLS Amount: (b)(4) ption Line Item) 10/23/2017				0.00
2001	OPTION PERIOD TWO ONSITE SERVICES FOR 4 SUBJECT MATTER EXPERTS PLUS NECESSARY SUBSCRIPTION AND ADMINISTRATIVE TOOLS Amount (b)(4) (Option Line Item) 08/25/2018				0.00
2002	ADDITIONAL 4 SME PLUS NECESSARY SUBSCRIPTION AND ADMINISTRATIVE TOOLS Amount: (b)(4) Option Line Item) 10/22/2018 Invoice Instructions: ICE - ERO Contracts Service Providers/Contractors shall use these procedures when submitting an invoice. 1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with Continued				0.00

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NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
	the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows:				
	a) Email:				
	 Invoice.Consolidation@ice.dhs.gov Contracting Officer Representative (COR) or Government Point of Contact (GPOC) Contract Specialist/Contracting Officer 				
	Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.				
	b) USPS:				
	DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620				
	ATTN: ICE-ERO-FHQ-CED				
	The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.				
	c) Facsimile:				
	Alternative Invoices shall be submitted to: (802)-288-7658				
	Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages. Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management Continued				

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NAME OF OFFEROR OR CONTRACTOR

THUNDERCAT TECHNOLOGY LLC

(A)	supplies/services (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
	(SAM) at https://www.sam.gov prior to award and				
	shall be notated on every invoice submitted to				
	ensure prompt payment provisions are met. The ICE				
	program office identified in the task				
	order/contract shall also be notated on every				
	invoice.				
	2. Content of Invoices: Each invoice shall				
	contain the following information in accordance				
	with 52.212-4 (g), as applicable:				
	(i). Name and address of the Service				
	Provider/Contractor. Note: the name, address and				
	DUNS number on the invoice MUST match the				
	information in both the Contract/Agreement and				
	the information in the SAM. If payment is				
	remitted to another entity, the name, address and				
	DUNS information of that entity must also be				
	provided which will require Government				
	verification before payment can be processed;				
	(ii). Dunn and Bradstreet (D&B) DUNS Number;				
	(iii). Invoice date and invoice number;				
	(iv). Agreement/Contract number, contract line				
	item number and, if applicable, the order number;				
	(v). Description, quantity, unit of measure, unit				
	price, extended price and period of performance				
	of the items or services delivered;				
	(vi). If applicable, shipping number and date of				
	shipment, including the bill of lading number and				
	weight of shipment if shipped on Government bill				
	of lading;				
	(vii). Terms of any discount for prompt payment				
	offered;				
	(viii). Remit to Address;				
	(ix). Name, title, and phone number of person to				
	resolve invoicing issues;				
	(x). ICE program office designated on				
	order/contract/agreement and				
	Continued				
540.01.15					

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NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
	<pre>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</pre>				
	(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.				
	3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:				
	(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:				
	 a. Detention Bed Space Services bed day rate; Detainees check-in and check-out dates; Number of bed days multiplied by the bed day rate; Name of each detainee; Detainees identification information 				
	(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with Continued				

	REFERENCE NO, OF DOCUMENT BEING CONTINUED	PAGE	OF
CONTINUATION SHEET	HSHQDC-13-D-00002/HSCEDM-16-J-00045	7	9

NO. A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
	documentation substantiating the costs and/or				
	reflecting the established price in the contract				
	and shall be submitted in .pdf format:				
	a. Detention Bed Space Services. For detention				
	bed space CLINs without a GM, the supporting documentation must include:				
	Bed day rate;				
	 Detainees check-in and check-out dates; 				
	 Number of bed days multiplied by the bed day rate; 				
	Name of each detainee;				
	Detainees identification information				
	b. Transportation Services: For transportation				
	CLINs without a GM, the supporting documentation must include:				
	Mileage rate being applied for that invoice;				
	 Number of miles; 				
	 Transportation routes provided; 				
	 Locations serviced; 				
	 Names of detainees transported; 				
	 Itemized listing of all other charges; and, 				
	• for reimbursable expenses (e.g. travel				
	expenses, special meals, etc.) copies of all receipts.				
	c. Stationary Guard Services: The itemized				
	monthly invoice shall state:				
	 The location where the guard services were provided, 				
	 The employee guard names and number of hours being billed, 				
	The employee guard names and duration of the				
	billing (times and dates), and				
	 (4) for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. 				
	d. Other Direct Charges (e.g. VTC support,				
	transportation meals/sack lunches, volunteer detainee wages, etc.):				
	1) The invoice shall include appropriate				
	Continued				

	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE C)F
CONTINUATION SHEET	HSHQDC-13-D-00002/HSCEDM-16-J-00045	8	9

NO. A)	supplies/services (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
	supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support. (iii) Firm Fixed-Price CLINs. Supporting				
	documentation is not required for charges for FFP CLINs.				
	4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status. As part of your obligation to safeguard information, the follow precautions are required:				
	(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.				
	(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.				
	(iii) Use shredders when discarding paper documents containing Sensitive PII.				
	(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at Continued				

		PAGE	OF	
CONTINUATION SHEET	HSHQDC-13-D-00002/HSCEDM-16-J-00045	9	9	

NAME OF OFFEROR OR CONTRACTOR

	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(7)(E)	(0)	(0)	(6)	14/
\perp					
	(7) for more information on and/or examples of				
	Sensitive PII.				
	5. Invoice Inquiries. If you have questions				
	regarding payment, please contact ICE Financial				
	Operations at				
	1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov.				
	The total amount of award: \$3,824,988.75. The				
	obligation for this award is shown in box 26.				
		5			

Clause(s):

CUSTOM CO ADDED TERMS AND CONDITIONS

In the case of a conflict between the terms and conditions of the contractor's agreement and the terms and conditions of this purchase order, all applicable federal statutes and regulations shall govern.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015)
This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

As prescribed in 17.208(g), insert a clause substantially the same as the following:

- (a) The Government may extend the term of this contract by written notice to the Contractor within one; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least one day before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMECIAL ITEMS (JUNE 2016)

- (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:
- (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:
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- 52.233-3 Protest After Award (AUG 1996)

has ind	icated a	ctor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer is being incorporated in this contract by reference to implement provisions of law or applicable to acquisitions of commercial items:			
	52.203	-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)			
		Alternate I (OCT 1995)			
\boxtimes	52.203	-13 Contractor Code of Business Ethics and Conduct (OCT 2015)			
		-15 Whistleblower Protections under the American Recovery and Reinvestment Act of UNE 2010)			
\boxtimes	52.204	-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)			
	[Reserv	ved]			
\boxtimes	52.204	-14 Service Contract Reporting Requirements (JAN 2014)			
\boxtimes	52.204	-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014)			
\boxtimes		-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, ided, or Proposed for Debarment (OCT 2015)			
\boxtimes	52.209	-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)			
	[Resen	ved]			
\boxtimes	52.219-3 Notice of Total HUBZone Set-Aside (NOV 2011)				
		Alternate I (NOV 2011)			
	52.219- 2014)	-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT			
		Alternate I (JAN 2011)			
	[Resen	ved]			
	52.219	-6 Notice of Total Small Business Set-Aside (NOV 2011)			
		Alternate I (NOV 2011)			
		Alternate II (NOV 2011)			
	52.219	-7 Notice of Partial Small Business Set-Aside (JUN 2003)			
		Alternate I (OCT 1995)			
		Alternate II (MAR 2004)			
	52.219	-8 Utilization of Small Business Concerns (OCT 2014)			
	52.219-9 Small Business Subcontracting Plan (OCT 2015)				

		Alternate I (OCT 2001)
		Alternate II (OCT 2001)
		Alternate III (OCT 2015)
\boxtimes	52.219	-13 Notice of Set-Aside of Orders (NOV 2011)
	52.219	-14 Limitations on Subcontracting (NOV 2011)
	52.219	-16 Liquidated Damages – Subcontracting Plan (JAN 1999)
	52.219	-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)
\boxtimes	52.219	-28 Post Award Small Business Program Rerepresentation (JUL 2013)
	Wome	r-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged n-Owned Small Business Concerns Eligible Under the Women-Owned Small Business m (DEC 2015)
		rns Eligible Under the Women-Owned Small Business Program (DEC 2015)
\boxtimes	52.222	-3 Convict Labor (JUN 2003)
\boxtimes	52.222	-19 Child Labor – Cooperation with Authorities and Remedies (FEB 2016)
\boxtimes	52.222	-21 Prohibition of Segregated Facilities (APR 2015)
\boxtimes	52.222	-26 Equal Opportunity (APR 2015)
\boxtimes	52.222	-35 Equal Opportunity for Veterans (OCT 2015)
\boxtimes	52.222	-36 Equal Opportunity for Workers with Disabilities (JUL 2014)
\boxtimes	52.222	-37 Employment Reports on Veterans (OCT 2015)
\boxtimes	52.222	-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
\boxtimes	52.222	-50 Combating Trafficking in Persons (MAR 2015)
		Alternate I (MAR 2014)
\boxtimes	52.222	-54 Employment Eligibility Verification (OCT 2015)
	52.223 (MAY 2	-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products 2008)
		Alternate I (MAY 2008)
	52.223 (JUN 2	-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons

		3-12 Maintenance, Service, Repair or Disposal of Refrigeration Equipment and Air tioners (JUN 2016)
	52.223	3-13 Acquisition of EPEAT®-Registered Imaging Equipment (JUNE 2014)
		Alternate I (OCT 2015)
	52.223	3-14 Acquisition of EPEAT®-Registered Televisions (JUNE 2014)
		Alternate I (JUNE 2014)
	52.223	3-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)
	52.223	3-16 Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015)
		Alternate I (JUNE 2014)
\boxtimes	52.223	3-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
	52.223	3-20 Aerosols (JUN 2016)
	52.223	3-21 Foams (JUN 2016)
	52.225	5-1 Buy American – Supplies (MAY 2014)
	52.225	5-3 Buy American – Free Trade Agreements – Israeli Trade Act (MAY 2014)
		Alternate I (MAY 2014)
		Alternate II (MAY 2014)
		Alternate III (MAY 2014)
	52.225	5-5 Trade Agreements (FEB 2016)
\boxtimes	52.225	5-13 Restrictions on Certain Foreign Purchases (JUN 2008)
	52.225 2013)	5-26 Contractors Performing Private Security Functions Outside the United States (JUL
	52.226	6-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)
	52.226	5-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)
	52.232	2-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)
	52.232	2-30 Installment Payments for Commercial Items (OCT 1995)
\boxtimes	52.232	-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)
	52.232 (JUL 2	-34 Payment by Electronic Funds Transfer—Other than System for Award Management 013)
	52.232	-36 Payment by Third Party (MAY 2014)

	52.239-1 Privacy or Security Safeguards (AUG 1996)
	52.247-64 Preference for Privately Owned U.SFlag Commercial Vessels (FEB 2006)
	Alternate I (APR 2003)
service	Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial s, that the Contracting Officer has indicated as being incorporated in this contract by reference to ent provisions of law or Executive orders applicable to acquisitions of commercial items:
	52.222-17 Nondisplacement of Qualified Workers (MAY 2014)
	52.222-41 Service Contract Labor Standards (MAY 2014)
	52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)
	52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)
	52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 2014)
	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)
	52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014)
	52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)
	52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014)
	52.237-11 Accepting and Dispensing of \$1 Coin (SEPT 2008)
this par	Comptroller General Examination of Record. The Contractor shall comply with the provisions of agraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified ion threshold, and does not contain the clause at <u>52.215-2</u> , Audit and Records-Negotiation.
Genera	The Comptroller General of the United States, or an authorized representative of the Comptroller, shall have access to and right to examine any of the Contractor's directly pertinent records g transactions related to this contract.
and oth contract other cl	The Contractor shall make available at its offices at all reasonable times the records, materials, er evidence for examination, audit, or reproduction, until 3 years after final payment under this tor for any shorter period specified in FAR <u>Subpart 4.7</u> , Contractor Records Retention, of the auses of this contract. If this contract is completely or partially terminated, the records relating to a terminated shall be made available for 3 years after any resulting final termination settlement.

resolved.

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

- (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) <u>52.219-8</u>, Utilization of Small Business Concerns (Oct 2014) (<u>15 U.S.C. 637(d)(2</u>) 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 <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (iii) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause <u>52.222-17</u>.
 - (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
 - (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
 - (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212)
- (ix) <u>52.222-40</u>, 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 <u>52.222-40</u>.
 - (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
 - (xi)
- __(A) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O 13627).
 - __(B) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78 and E.O 13627</u>).
- (xii) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C. chapter</u> 67).
- (xiii) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
 - (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).
 - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10</u> U.S.C. 2302 Note).
- (xvii) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C.</u> <u>1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (xviii) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.
- (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.

FAR 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 address: https://www.acquisition.gov/FAR/.

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

This clause is incorporated by reference. The full text of the clause is available at: https://www.acquisition.gov/FAR/.

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

This clause is incorporated by reference. The full text of the clause is available at: https://www.acquisition.gov/FAR/.

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

(a) Definitions. As used in this clause-

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.
- (b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.
- (c) Exceptions to this prohibition are located at 9.108-2.
- (d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

HSAR 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 3009.108-7001 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 3009.108-7001 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 3009.108-7001 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.

AMENDMENT OF SOLICITATION/MOD	IFICATION OF CONTRACT		CONTRACT ID CODE	PAGE OF PAGES			
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. R	EQUISITION/PURCHASE REQ. NO.	1 2 5. PROJECT NO. (If applicable)			
P00001	See Block 16C	(b)(7)		26. 85.55			
1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	ODE -	7. A	DMINISTERED BY (If other than Item 6)	CODE 1(b)(7)(E)			
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE (b)(6); (b)(7)(C) WASHINGTON DC 20536			ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE (b)(6); WASHINGTON DC 20536 (b)(7)(C)				
8. NAME AND ADDRESS OF CONTRACTOR (No.	, street, county, State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.				
THUNDERCAT TECHNOLOGY LLC ATTN THUNDERCAT TECHNOLOGY LLC 1775 WIEHLE AVE SUITE (b)(6); RESTON VA 201905109			9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-13-D-00002 HSCEDM-16-J-00045 10B. DATED (SEE ITEM 13)				
CODE 8098871640000	FACILITY CODE		09/21/2016				
0000071040000		LIES TO AMEN	DMENTS OF SOLICITATIONS				
CHECK ONE A. THIS CHANGE ORDER IS ISS ORDER NO. IN ITEM 10A.	t, and is received prior to the opening (If required) TO MODIFICATION OF CONTRACT: UED PURSUANT TO: (Specify author)	Net Ir S/ORDERS. IT rity) THE CHA	specified. DOTE ASSET THE CONTRACT/ORDER NO. ASSET FORTH IN ITEM 14 ARE MADE	DESCRIBED IN ITEM 14. IN THE CONTRACT			
- 120 E 120	EMENT IS ENTERED INTO PURSUA		ADMINISTRATIVE CHANGES (such as chang TY OF FAR 43.103(b). RITY OF:	\$100 (Sec. 18) (
X Bilateral Modific	ation FAR 43.103(a)					
E. IMPORTANT: Contractor	not. X is required to sign this doc	ument and retu	m 1 copies to the iss	suing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICAL DUNS Number: 809887164 COR (b)(6); (b)(7)(C) (802) ACO (802) Contract Specialis(b)(6); (b)(7) Contracting Officer: (b)(6); (b)(7)(C) Vendor POC: (b)(6); (b)(7)(C) (7	-657 (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) -657 (b)(7)(C) (202) -732 (202) -732	b)(6);	g solicitation/contract subject matter where fe	asible.)			
The purpose of this modif the amount of (b)(4)	ication is to exerc	cise CLI	N 0002, and to fully f	und the CLIN in			
Except as provided herein, all terms and condition 15A. NAME AND TITLE OF SIGNER (Type or prin (b)(6); (b)(7)(C)		16.	heretofore changed, remains unchanged and A. NAME AND TITLE OF CONTRACTING O 6); (b)(7)(C)				
19	15C. DATE SI	GNED		C. DATE SIGNED			
	3/22/20)17		/22/17			
NSN 7340-01-132-0070 Previous edition unusable		,	* *	STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
ITEM NO.		(C)	G000000		

AMENDMENT OF SOLICITATION/MODIF	ICATION OF CONTRACT		CONTRACT ID CODE		PAGE OF PAGES					
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 RE	QUISITION/PURCHASE REQ. NO.	5 DI	1 ROJECT NO. (If a	2 pplicable)				
P00002	See Block 16C	7.132	goldfiold offormat reg. No.	0.11	NOSECT NO. (II a	ррисаотој				
Paragraphic design of the control of	(b)(7)(E)	7. AD	MINISTERED BY (If other than Item 6)	COD	(b)(7)(E)					
ICEDETENTION COMPLIANCE RIIMMIGRATION AND CUSTOMS ENDOFFICE OF ACQUISITION MANAGE (b)(6); (b)(7)(C) WASHINGTON DC 20536	GEMENT	ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION (b)(6); EMENT 801 I STREET NW SUITE (b)(7)(C WASHINGTON DC 20536								
8. NAME AND ADDRESS OF CONTRACTOR (No., str	eet, county, State and ZIP Code)	(x) 9A	A. AMENDMENT OF SOLICITATION NO.							
THUNDERCAT TECHNOLOGY LLC ATTN THUNDERCAT TECHNOLOGY 1775 WIEHLE AVE SUITE (b)(6); RESTON VA 201905109	LLC	9£ x 10 H	DA. MODIFICATION OF CONTRACT/ORDER SHQDC-13-D-00002 SCEDM-16-J-00045 DB. DATED (SEE ITEM 13)	A. MODIFICATION OF CONTRACT/ORDER NO. SHQDC-13-D-00002 SCEDM-16-J-00045						
CODE 8098871640000	FACILITY CODE		09/21/2016							
0000071040000			0 AMENDMENTS OF SOLICITATIONS							
CHECK ONE A. THIS CHANGE ORDER IS ISSUE ORDER NO. IN ITEM 10A.	nd is received prior to the opening hour a required) MODIFICATION OF CONTRACTS/ORD D PURSUANT TO: (Specify authority) T	DERS. IT M	DODIFIES THE CONTRACT/ORDER NO. AS	DESCRIB	BED IN ITEM 14.					
	ENT IS ENTERED INTO PURSUANT TO		OMINISTRATIVE CHANGES (such as chang Y OF FAR 43.103(b). RITY OF:	es III payii	ing office,					
D. OTHER (Specify type of modificate X Bilateral Modificate										
E. IMPORTANT: Contractor is not.		t and return	1 copies to the iss	uing office	θ.					
	(b)(6); (b)(7)(C) (b)(7)(C)	b); (b	solicitation/contract subject matter where fee	nsible.)						
The purpose of this modifice each government location to primary liaison between the Continued Except as provided herein, all terms and conditions of b)(6); (b)(7)(C)	supervise other SME contactor and gover	Es, ma rnment r10A,ash	nage their workload, as staff. And the revise	and seed Sta	erve as tatement o	he				
	15C. DATE SIGNED 5/12/17		UNITED STATES OF AMERICA 6); (b)(7)(C) (Signature of Contracting Officer)			TE SIGNED				
NSN 7540-01-152-8070 Previous edition unusable					ARD FORM 30 (Ri ed by GSA	EV. 10-83)				

2017-ICLI-00017 2064

Prescribed by GSA FAR (48 CFR) 53.243

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NAME OF OFFEROR OR CONTRACTOR
THUNDERCAT TECHNOLOGY LLC

EM NO.	SUPPLIES/SERVICES	QUANTITY (C)	H-10 (11-)0001	UNIT PRICE	AMOUNT
(A)	(B) Work.	(0)	(D)	(E)	(F)
	638YC3AAC				
	All other terms and conditions remain unchanged.				
	Exempt Action: Y Sensitive Award: SPII Period of Performance: 09/25/2016 to 09/24/2019				
	reflod of reflormance: 09/25/2016 to 09/24/2019				
	Not withstanding the period of performance				
	indicated above, the funding provided in this				
	modification is the amount presently available				
	for payment and allotted to this task order. The				
	service provider agrees to perform to the point that does not exceed the total amount currently				
	allotted to the items currently funded under this				
	task order. The service provider is not				
	authorized to continue to work on that item (s)				
	beyond that point. The government will not be obligated to reimburse the service provider in				
	the excess of the amount allotted to those item				
	(s) for performance beyond the funding allotted.				
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AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		CONTRACT ID CODE		PAGE OF PAG	SES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REC	QUISITION/PURCHASE REQ. NO.	5. PR	OJECT NO. (If a)	3 oplicable)
P00003	See Block 16C	(b)(7)(E)		10.105	
3. T. 17. T. 17. T. 17. T. 1	(b)(7)(E)	7. AD	MINISTERED BY (If other than Item 6)	CODE	(b)(7)(E)	1
	MOVALS DRCEMENT	IMM OFF 801	DETENTION COMPLIANCE IGRATION AND CUSTOMS ICE OF ACQUISITION MA I STREET NW SUITE(10)/6 HINGTON DC 20536	NAGEME	CEMENT	1
8. NAME AND ADDRESS OF CONTRACTOR (No., street	et. county. State and ZIP Code)	, . I9A	AMENDMENT OF SOLICITATION NO.			
THUNDERCAT TECHNOLOGY LLC ATTN THUNDERCAT TECHNOLOGY L 1775 WIEHLE AVE SUITE (b)(6); RESTON VA 201905109		98 × 10 H;	DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/ORDES BHQDC-13-D-00002 BCEDM-16-J-00045	ER NO.		
		_	B. DATED (SEE ITEM 13)			
CODE 8098871640000	FACILITY CODE		9/21/2016			
	11. THIS ITEM ONLY APPLIES TO	AMEND	V) = 0 34 34 34 3	extended.	31	575
separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an off reference to the solicitation and this amendment, and	pies of the amendment; (b) By acknowle to the solicitation and amendment num OFFERS PRIOR TO THE HOUR AND I er already submitted, such change may I is received prior to the opening hour an	ledging re nbers. F/ DATE SPE be made	ceipt of this amendment on each copy of the AILURE OF YOUR ACKNOWLEDGEMENT CIFIED MAY RESULT IN REJECTION OF by telegram or letter, provided each telegrecified.	he offer sub T TO BE RE F YOUR OF ram or letter	mitted; or (c) By ECEIVED AT FER If by	-
12. ACCOUNTING AND APPROPRIATION DATA (If rec	quired) Ne	t Inc	rease:	0)(4)		
See Schedule	95.75.45	Same Participant	e de societa de la francia			
13. THIS ITEM ONLY APPLIES TO M	MODIFICATION OF CONTRACTS/ORDE	RS. IT M	ODIFIES THE CONTRACT/ORDER NO. AS	S DESCRIB	ED IN ITEM 14.	
B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORT		T THE AD THORITY	SES SET FORTH IN ITEM 14 ARE MADE MINISTRATIVE CHANGES (such as chan OF FAR 43.103(b). TY OF:			
D. OTHER (Specify type of modification X FAR 52.217-8: Option	VO V.OS BE 45 5556 5550					
			7200702742742742		:	
E. IMPORTANT: Contractor is not. 14. DESCRIPTION OF AMENDMENT/MODIFICATION	is required to sign this document a		copies to the is			
DUNS Number: 809887164 COR: (b)(6); (b)(7)(C) (802) -65 ACOF (802) -65 Contract Specialist(b)(6); (b)(7)(C) Contracting Officer (Vendor POC: (5)(6); (b)(7)(C) (7)	(b)(6); (b)(7)((b)(7)((c)(7)(C)	_ (b)): _ (b)(7)(C)	(6); (b)(7)(C)].]		
The purpose of this modification funding in the amount of (b)(4) obligated is increased: Continued Except as provided herein, all terms and conditions of the state of t	As a resu	lt of	this change, the tot	al amo	ount e and effect.	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED		1. 0		200000000000000000000000000000000000000	TE SIGNED
NSN 7540-01-152-8070				STANDA	RD FORM 30 (RE	EV. 10-83)

Previous edition unusable

STANDARD FORM 30 (REV. 10-83 Prescribed by GSA FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
THUNDERCAT TECHNOLOGY LLC

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	From (D)(4) By: \$ To: \$ All other terms and conditions remain unchanged. Exempt Action: Y Sensitive Award: SPII Discount Terms: Net 30 Accounting Info: (D)(7)(E) FOB: Destination Period of Performance: 09/25/2016 to 09/24/2019 Add Item 1001A as follows: Reference CLIN 1001 Option Period One CLIN 1001A is partially funding CLIN 1001. Sub CLIN 1001A is funding 4 months and 4 Subject Matter Experts (SMEs) (D)(4) totaling (D)(4) or the 4 SMEs. The total amount of months funded for this CLIN1001A is: From (D)(4) By: To: The remaining amounts of months to be funded for option one is 8 Months. The total value on this CLIN is increased: From (D)(4) By: To: The remaining balance on CLIN 1001 i(D)(4) Product/Service Code: 7050 Product/Service Description: INFORMATION TECHNOLOGY COMPONENTS Not withstanding the period of performance	C. C. C. C. C. C. C. C. C. C. C. C. C. C	940119,000	escential sylvations.	
	indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The Continued				

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NAME OF OFFEROR OR CONTRACTOR
THUNDERCAT TECHNOLOGY LLC

EM NO.	SUPPLIES/SERVICES	QUANTITY	PRODUCT # (2222)	UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	service provider agrees to perform to the point				
	that does not exceed the total amount currently		1 1		
	allotted to the items currently funded under this		1 1		
	task order. The service provider is not		H		
	authorized to continue to work on that item (s)		ΙI		
	beyond that point. The government will not be		l I	i	
	obligated to reimburse the service provider in		1 1		
	the excess of the amount allotted to those item		1 1		
	(s) for performance beyond the funding allotted.		1 1	i	
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AMENDME	NT OF SOLICITATION/MODIFIC	ATION OF CO	NTRACT		CONTRACT ID CODE		PAGE OF P	AGES
2. AMENDMEI	NT/MODIFICATION NO.	3. EFFECTIVE [DATE	4. RE	EQUISITION/PURCHASE REQ. NO.	5. PF	1 1 ROJECT NO. (#	2 applicable)
P00004		See Bloc	k 16C					
6. ISSUED BY	CODE	(b)(7)(E)		7. A	DMINISTERED BY (If other than Item 6)	COD	E (b)(7)(E)	
IMMIGRA OFFICE 801 I S	TION AND CUSTOMS ENFO	IOVALS PRCEMENT EMENT	_	OF 80	EDETENTION COMPLIANCE MIGRATION AND CUSTOMS E FICE OF ACQUISITION(b)(6); 1 I STREET NW SUITE(b)(7)(6); SHINGTON DC 20536	EMI		
8 NAME AND	ADDRESS OF CONTRACTOR (No., street	county State and 7	IIP Code)	Ic	PA. AMENDMENT OF SOLICITATION NO.			
THUNDERO	CAT TECHNOLOGY LLC JNDERCAT TECHNOLOGY L EHLE AVE	5/4	ir Code)	(x)	B. DATED (SEE ITEM 11)			
	7A 201905109			x 1	0A. MODIFICATION OF CONTRACT/ORDER HSHQDC-13-D-00002	NO.		
(ESION V	/A 201903109			1 1	HSCEDM-16-J-00045			
				I -	OB. DATED (SEE ITEM 13)			
CODE an	98871640000	FACILITY CODE		-	09/21/2016			
	1908/1040000	44. TUIS ITE	M ONLY ADDLIES TO	l				
	numbered solicitation is amended as set for	OUT 100 200 AND	1 01 OVV001 D	99 YV96	DMENTS OF SOLICITATIONS	tended.	☐ is not exter	
reference to	othe solicitation and this amendment, and TING AND APPROPRIATION DATA (If requedule at 13. THIS ITEM ONLY APPLIES TO M	is received prior to uired) ODIFICATION OF	O the opening hour and	date s	le by telegram or letter, provided each telegran specified. MODIFIES THE CONTRACT/ORDER NO. AS DISPLAYED BY THE CONTRACT ORDER NO. AS DISPLAYED BY THE MADE IN TH	ESCRIB	ED IN ITEM 14.	10 pt 10 pt
Х					DMINISTRATIVE CHANGES (such as change TY OF FAR 43.103(b).	s in payi	ng office,	
	C. THIS SUPPLEMENTAL AGREEMEN	I IS ENTERED IN	ITO PURSUANT TO A	UTHO	RITY OF:			
	D. OTHER (Specify type of modification	and authority)						
E. IMPORTAN	T: Contractor X is not.	is required to	sign this document an	d retur	n copies to the issu	ina office).	
DUNS Nur COR: (b)(6 ACOR: Contract Contract	mber: 809887164 (802)-65 (802)-65 t Specialist: (b)(6); (b)(7 ting Officer: (7)	7 ((b)(6); (b)(7)(7 (C) (202	(b)(6); (b)(7)(C) (c) -732 (b)(6); (b)(7)(C) (d) -732 (b)(6); (b)(6); (b)(7)(6) (e) (f) (f) (f) (f) (f) (f) (f) (f) (f) (f	– (b)	g solicitation/contract subject matter where fea:	sible.)		
P00003 : Continue Except as pro	in the Block 14 Descred	iption to	say:)A, as	tion is to correct the	n full forc	e and effect.	ed in
15A. NAME A	ND TITLE OF SIGNER (Type or print)				A. NAME AND TITLE OF CONTRACTING OFF (6); (b)(7)(C)	FICER (7	ype or print)	
	ACTOR/OFFEROR		5C. DATE SIGNED				/// // // // // // // // // // // // //	12/17
NSN 7540-01-	(Signature of person authorized to sign)			4		STANDA	RD FORM 30 (REV 10-83\

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243
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NAME OF OFFEROR OR CONTRACTOR
THUNDERCAT TECHNOLOGY LLC

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	940119399	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	The purpose of this modification is to exercise				
	Option period one and provide partial funding in				
	the amount of (b)(4) As a result of this				
	change, the total amount obligated is increased:				
	From(b)(4)				
	By:				
	To:				
	Exempt Action: Y Sensitive Award: SPII				
	Period of Performance: 09/25/2016 to 09/24/2019				
	Not withstanding the period of performance				
	indicated above, the funding provided in this				
	modification is the amount presently available				
	for payment and allotted to this task order. The				
	service provider agrees to perform to the point				
	that does not exceed the total amount currently				
	allotted to the items currently funded under this				
	task order. The service provider is not				
	authorized to continue to work on that item (s)				
	beyond that point. The government will not be obligated to reimburse the service provider in				
	the excess of the amount allotted to those item				
	(s) for performance beyond the funding allotted.				
	(b) for performance before the randing arrested.				
	All other terms and conditions remain unchanged.				
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AMENDMENT OF SOLICITATION/MODIFICA	ATION OF CONTRACT		CONTRACT ID CODE		PAGE OF I	PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. RE	QUISITION/PURCHASE REQ. NO.	5. PR	1 OJECT NO. (2 If applicable)
P00006	See Block 16C		Schedule			,
	(b)(7)(E)	7. AF	OMINISTERED BY (If other than Item 6)	CODE	(b)(7)(E)	
	MOVALS PRCEMENT	IMM OFF	DETENTION COMPLIANCE MIGRATION AND CUSTOMS E FICE OF ACQUISITION MAN I STREET NW SUIT (b)(6); SHINGTON DC 20536	REMOV NFORC	ALS EMENT	
NAME AND ADDRESS OF CONTRACTOR W		100	AMENDMENT OF COLICITATION NO			
8. NAME AND ADDRESS OF CONTRACTOR (No., street CHUNDERCAT TECHNOLOGY LLC ATTN THUNDERCAT TECHNOLOGY L. 775 WIEHLE AVE GUITE (b)(6); RESTON VA 201905109		× 10 H	A. AMENDMENT OF SOLICITATION NO. B. DATED (SEE ITEM 11) DA. MODIFICATION OF CONTRACT/ORDER SHQDC-13-D-00002 SCEDM-16-J-00045 DB. DATED (SEE ITEM 13)	t NO.		
CODE 9098871640000	FACILITY CODE	_	ANTONIO SONO SINGE			
SODE 8098871640000			09/21/2016			
The above numbered solicitation is amended as set for	11. THIS ITEM ONLY APPLIES TO	7700 7700	V 20053000 20-14	tended.	is not exte	- T - D
separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF 0 virtue of this amendment you desire to change an offereference to the solicitation and this amendment, and 2.ACCOLUNITING AND ARRENDEDITION DATA (If see	OFFERS PRIOR TO THE HOUR AND er already submitted , such change may is received prior to the opening hour and is received by the contract to the opening hour and is received by the contract to the opening hour and is received by the contract to the con	DATE SP y be made nd date s	ECIFIED MAY RESULT IN REJECTION OF Y by telegram or letter, provided each telegrar pecified.	YOUR OFF m or letter	FER If by	ear
12. ACCOUNTING AND APPROPRIATION DATA (If requ See Schedule	ııred) N∈	et In	crease:)(4)		
Marian - Marian Carana (1900)	ODIFICATION OF CONTRACTS/ORDI	FRS IT N	IODIFIES THE CONTRACT/ORDER NO. AS I	DESCRIBE	D IN ITEM 14	LOS
B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH			OMINISTRATIVE CHANGES (such as change y OF FAR 43.103(b). BITY OF:	es in payin	g office,	
D. OTHER (Specify type of modification	and authority)					
X Funding Only Action	IAW HSHQDC-13-D-000	002				
E. IMPORTANT: Contractor X is not.	is required to sign this document a	and return	copies to the issu	uing office.	E.	
	7 (b)(6); 7 (b)(7)(C (202) -732 (b)(6);	C (b)(solicitation/contract subject matter where fea	sible.)		
The purpose of this modifica Analysts in the amount of (b)(4 Continued Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)		10A, as h		n full force	and effect.	
		b)(6); (b)(7)(C)			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED		UNITED STATES OF AMERICA (b)(6); (b)(7)(C)	ž.	03/04/03	DATE SIGNED
(Signature of person authorized to sign)			(Signature of Contracting Officer)			570/102
NSN 7540-01-152-8070				STANDAR	RD FORM 30	(REV. 10-83)

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243
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NAME OF OFFEROR OR CONTRACTOR
THUNDERCAT TECHNOLOGY LLC

ITEM NO.	SUPPLIES/SERVICES	QUANTITY UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C) (D)	(E)	(F)
	NAMES OF THE PROPERTY OF THE P		SAME SAME OF	
	From (b)(4) By: To: Requisition No: 192118FHQNCATC009 Not withstanding the period of performance indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on that item (s) beyond that point. The government will not be obligated to reimburse the service provider in the excess of the amount allotted to those item (s) for performance beyond the funding allotted.			
	All other terms and conditions remain unchanged.			

	CONTRACT/ORDE				(b)(7)	OUISITION N	IUMRFR		1	PAGE OF	1	
2. CONTRACT NO. HSCEMD-17-D-00001	OR TO COMPLETE BLC	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBI	ER				5. SOLIC HSCE	DITATION NUMBE MD-17-R-	1 -00005	li li	S. SOLICITATION SSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME (b)(6); (b)(7)(C)			1	214-90	/L \ / (A));	(No collect calls)	8. OFFER DI		05/05/201 .ocal.time
9. ISSUED BY		CODE (b)	(7)(E)	10. Ti	HIS ACQU	ISITION IS	5773	NRESTRIC	TED OR	SET ASIDE:		% FOR:
Investigations Operation and Confice of Acquisity 7701 N. Stemmons In Dallas TX 75247	stoms Enfor ion Managem	cement ent	CC - SCHOOLS		MALL BU HUBZONE HUSINESS ERVICE- ETERAN-	SMALL DISABLED OWNED	(wo	SB) ELIGII II RUSINI IOSB	ED SMALL BUSIN BLE UNDER THE FSS PROGRAM	WOMEN-OWNE	D AICS: ZE STAND	ARD:
11. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS MARKED SEE SCHEDULE	12. DISCOUNT TERMS	et 30		□ 13	RATE	CONTRACT I D ORDER UN (15 CFR 700	IDER	14. MI	ETHOD OF SOLIC			
15. DELIVER TO	CODE	(b)(7)(E)		16. AD	MINISTE	RED BY		1_1	□RFQ □	CODE (b)(7)(F)	
ICE Hmlnd Sec Inv Immigration and Cu 1525 Wilson Boulev Attn: (b)(6); (b)(7)(C) Arlington VA 22209	stoms Enforcered	cement		Imm Off 770	igra ice 1 N.	tion a	nd Cu uisit ons F	stoms	port Dal s Enforc Manageme ay, Suit	ement n <u>t</u>]	
17a. CONTRACTOR/ CODE OFFEROR	831127738000	O FACILITY CODE		18a. P.	AYMENT	WILL BE MAD	E BY			CODE(b)(7)(E)	
The Control of the Co	092520			Bur P.O Att Wil	. Bo n: I list	ton Fi x 1620 CE-HSI on VT	-HQ-D 05495	IV 1 -1620)			
17b. CHECK IF REMITTANCE IS DIFFI	ERENT AND PUT SUCH A	DDRESS IN OFFER			JBMIT INV		DDRESS SI	HOWN IN E	BLOCK 18a UNLE	SS BLOCK BEL	.ow	
19. ITEM NO.	SCHEDULE	20. E OF SUPPLIES/SERVI	CES	1		21. QUANTITY	22. UNIT	2: UNIT I		10000	24. AMOUN	t.
(b)(6); (b)(7)(C) (b)(6); (b)(7)(C) Contract S (b)(6); (b)(7)(C) This award Quantity, Quantity (Contract,	g Officer Re	epresentati 235(b)(6); 0)(6); (b)(7)(C) is a combi elivery / equirements	ned Fixed Indefinit Type of ce (FFP)	(b)(6); (h)(7)(l	5.							
25. ACCOUNTING AND APPROPRIA			0 1100000017)				26	. TOTAL	AWARD AMOU	NT (For Govt.	Use Only)
See schedule									\$0.00			
27a. SOLICITATION INCORPORA 27b. CONTRACT/PURCHASE OR	TES BY REFERENCE F DER INCORPORATES	FAR 52.212-1, 52.212 BY REFERENCE FA	R 52,212-4. FAR	3 AND 52.2 52.212-5 IS	ATTAC	E ATTACHE	D. ADD	ENDA				T ATTACHED.
28. CONTRACTOR IS REQUIRED COPIES TO ISSUING OFFICE. C ALL ITEMS SET FORTH OR OTHI SHEETS SUBJECT TO THE TERM 10a. SIGNATURE OF OFFEROR/CONTRA	TO SIGN THIS DOCUM DNTRACTOR AGREES ERWISE IDENTIFIED A IS AND CONDITIONS	MENT AND RETURN TO FURNISH AND BOVE AND ON ANY	DELIVER		DA IN	AWARD O	F CONTRA 5/10/2 NY ADDIT	ACT: 2017 IONS OR	YOUR OFFER	t Oak Pr RONSOLICIT	copos ATION (B	LOCK 5).
0b. NAME AND TITLE OF SIGNER (Type or print)	30c. D	ATE SIGNED	(b)(6);	(b)(7)(0	C)			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	- 10		SIGNED Ne 2017
UTHORIZED FOR LOCAL REPROD REVIOUS EDITION IS NOT USABLE				- Constituted	eresta, telefici (1988)	vantii.				FORM 1449 (F	REV. 2/20	12)

-	-							green and	
19. ITEM NO.		20. SCHEDULE OF SUPPLIE	S/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
-	and Materia	al (T&M) task orde	rs may	be issued.	The				
		ne Performance Wor	178						
	M25	e U.S. Immigration							
	EAST-1	t Agency (ICE).							
	Attachment	A: Performance Wo	rk Sta	tement (PWS	5),				
	4.050kg	and Attachment B:							
	70 000	2 pages are hereby			_				
	this contra			F0-4000					
	In accorda	nce with FAR 16.50	4 Inde	finite Ouan	tity				
		paragraph (b), the			(85.0				
	1	oe ordered under t	- 7						
	50,000.00	gueries. The max	imum a	mount to be					
	1	der this contract	(b)(4)			1			
	oracroa and	401 01110 001101400				=6			
	In accordan	nce with FAR 16.50	3 Regu	irements					
		paragraph (a)(1),			ntity				
	Control of the Contro	Creations to be o							
	contract (b)	The second second second second second second			N .				
	[
	In accordan	nce with FAR 16.50	3 Regu	irements					
		paragraph (a)(1),	2.00		ntity				
	107	Support hours to		2070	127.0				
	contract (b)								
		22 00							
	In accorda	nce with FAR 16.50	3 Regu	irements					
		paragraph (a)(1),			ntity				
	400 42000 700 700	g Courses to be or			1				
	Continued								
32a. QUANTIT	Y IN COLUMN 21 HAS	ACCOUNT.						1	
RECEIV	VED INS	PECTED ACCEPTE	D. AND CON	FORMS TO THE COM	NTRACT, E	XCEPT AS	NOTE	D:	
32b. SIGNATU	IRE OF AUTHORIZED	GOVERNMENT REPRESENTATIV		32c. DATE					OVERNMENT REPRESENTATIVE
32e. MAILING	ADDRESS OF AUTHO	RIZED GOVERNMENT REPRESE	NTATIVE		32f. TELEI	PHONE NU	MBER	OF AUTHORIZED GOVER	NMENT REPRESENTATIVE
					32g. E-MA	IL OF AUTH	IORIZI	ED GOVERNMENT REPR	ESENTATIVE
Par controller	SW 8		r						T
33. SHIP NUM	IBER	34. VOUCHER NUMBER	35. AMOUN	T VERIFIED FOR	36. PAYMI	ENT			37. CHECK NUMBER
<u> </u>					COM	PLETE	П	PARTIAL FINAL	
PARTIAL FINAL								1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
38. S/R ACCO	UNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY	′					
May LOUDING	V THIS ACCOUNT IS	CORRECT AND RECORD FOR PA	MENT		40 - DE	OE11 (ED D)			
*	a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE						(Prin		
	SIGNATURE AND TITLE OF CENTIFFING OFFICER				42b. RE	42b. RECEIVED AT (Location)			
					420 DA	TE REC'D (VV/8.48	(/DD) 404 TOTA	I CONTAINEDS
<u>c</u> -					ZU. DA	. L NECU (42a. 101A	L CONTAINERS

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ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT	UNIT PRICE (E)	AMOUNT (F)	
0001	contract is 12. Exempt Action: Y Sensitive Award: LAW ENFORCEMENT Period of Performance: 06/06/2017 to 08/31/2022 DOMAIN CREATION The Contractor shall create a custom domain of the internet in accordance with the Performance Work Statement. In accordance with FAR 16.503 Requirements Contracts-paragraph (a)(1), an estimated quantity of Domain Creations is 6. In accordance with FAR 52.216-19, the order limitations for this line item are as follows. Minimum Order: 1, Maximum Order: 6. The Contractor is not obligated to honor any order over the maximum order limit.	(b)(4)				
0002	Obligated Amount: \$0.00 Award Type: Requirements (b)(4) (b)(4) Est. Max. Amt: Period of Performance: 06/06/2017 to 06/05/2018 BASE SUBSCRIPTION - OPEN SOURCE/ SOCIAL MEDIA DATA ANALYTICS The Contractor shall provide a monthly subscription to the technology in accordance with the Performance Work Statement. This is a fixed quantity line item.	(b)(4)				0.00
0003	. Amount: (b)(4) (Option Line Item) 08/31/2017 Period of Performance: 09/01/2017 to 08/31/2018	b)(4)			5,400,00	0.00

CONTIN	IUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEMD-17-D-00001				PAGE 4	OF 61
	FEROR OR CONTRACTOR	·				10.70	
ITEM NO.		supplies/services (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)	
	quantity o	ctor Shall perform the ordered f queries In accordance with the e Work Statement.					
	Contracts-	nce with FAR 16.504 Indefinite Quantity paragraph (b), the guaranteed minimum be ordered under this contract is					
	limitation Minimum Ore Contractor	nce with FAR 52.216-19, the order s for this line item are as follows. der: 1, Maximum Order: (b)(4) . The is not obligated to honor any order aximum order limit.					
	quantity of the control of the contr	nce with FAR 52.216-22, the estimated f (b)(4) Amount: \$0.00 : Indefinite-quantity					
	(b)(4) Minimum Gu	Max. Amount: aranteed: Y Performance: 06/06/2017 to 06/05/2018					
0004	ON-SITE SU	PPORT	(b)(4)			1	
	Domain Sup	ctor Shall provide on-site Internet port Services In accordance with the e Work Statement.				_	
	Contracts-	nce with FAR 16.503 Requirements paragraph (a)(1), an estimated quantity f onsite support is (b)(4)					
	limitation Minimum Ore hours. The	nce with FAR 52.216-19, the order s for this line item are as follows. der: 1 hour, Maximum Order (b)(4) Contractor is not obligated to honor over the maximum order limit.					
	Continued						

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	FEROR OR CONTRACTOR OAK INC					
ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT	UNIT PRICE	AMOUNT (F)	
	Obligated Amount: \$0.00 Award Type: Requirements Est. (b)(4) Est. Amt: (b)(4) Est. Max. Amt: (b)(4) Period of Performance: 06/06/2017 to 06/05/2018	(b)(4)				
0005	TRAINING	(0)(4)				
	The Contractor shall provide training leading to Certification in the use of the Software Tool in accordance with the Performance Work Statement. In accordance with FAR 16.503 Requirements Contracts-paragraph (a) (1), an estimated quantity of (b)(4) In accordance with FAR 52.216-19, the order limitations for this line item are as follows. (b)(4) Contractor is not obligated to honor any order over the maximum order limit. Obligated Amount: \$0.00 Award Type: Requirements (b)(4) (b)(4) Est. Max. Amt:					
0006	COMPLIANCE	0)(4)				0.00
	The Contractor shall maintain ATO, Security and Privacy compliance in accordance with the Performance Work Statement. This is a fixed quantity line item. Amount: (b)(4) (Option Line Item) (Option Line Item) (Option Option Continued Option					

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
0007	TRAVEL FUNDS (Not to Exceed)				
	The Government will fund this CLIN on a Not to Exceed, as needed basis. All Travel must be approved in writing by the COR and funded in advance by the Contracting Officer.				
	The Government will fund all travel related to contractor support of this contract in accordance with the Federal Travel Regulations and FAR 31.205-46.				
	The contractor shall notify the COR when travel funds have or are expected to be 75% expended. Obligated Amount: \$0.00				
	Period of Performance: 06/06/2017 to 06/05/2018				
1001	OPTION PERIOD ONE: DOMAIN CREATION	(b)(4)			0.00
	The Contractor shall create a custom domain of the internet in accordance with the Performance Work Statement.				
	In accordance with FAR 16.503 Requirements Contracts-paragraph (a)(1), an estimated quantity of Domain Creations (b)(4)				
	In accordance with FAR 52.216-19, the order limitations for this line item are as follows. Minimum Order: 1, Maximum Order: 6. The Contractor is not obligated to honor any order over the maximum order limit.				
	Award Type: Requirements (b)(4)				
	(b)(4) Est. Max. Amt:				
	Amount: (b)(4)				
	Period of Performance: 06/06/2018 to 06/05/2019				
1002	OPTION PERIOD ONE: BASE SUBSCRIPTION - OPEN SOURCE/ SOCIAL MEDIA DATA ANALYTICS	(b)(4)			0.00
	The Contractor shall provide a monthly Continued				
NSN 7540-01-			<u>. </u>		OPTIONAL FORM 336 (4-86)

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	FEROR OR CONTRACTOR OAK INC				
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT	UNIT PRICE	AMOUNT (F)
N.	subscription to the technology in accordance with the Performance Work Statement.				
	This is a fixed quantity line item. Amount: {(b)(4)				
	Period of Performance: 09/01/2018 to 08/31/2019	(1)			
1003	OPTION PERIOD ONE: OPEN SOURCE/ SOCIAL MEDIA DATA ANALYTICS QUERIES	(4)			0.00
	The Contractor Shall perform the ordered quantity of queries In accordance with the Performance Work Statement. (b)(4)				
	In accordance with FAR 52.216-19, the order limitations for this line item are as follows. (b)(4) The Contractor is not obligated to honor any order				
	over the maximum order limit. In accordance with FAR 52.216-22, the estimated				
	quantity of queries is 6.0 million. Amount: (b)(4) (Option Line Item) 05/18/2018				
	Period of Performance: 06/06/2018 to 06/05/2019				
1004	OPTION PERIOD ONE: ON-SITE SUPPORT	4)			0.00
	The Contractor Shall provide on-site Internet Domain Support Services In accordance with the Performance Work Statement.				
	In accordance with FAR 16.503 Requirements Contracts-paragraph (a)(1), an estimated quantity of hours of onsite support is $(b)(4)$ urs.				
	In accordance with FAR 52.216-19, the order limitations for this line item are as follows. Minimum Order: 1 hour, Maximum Order: (b)(4) hours. The Contractor is not obligated to honor Continued]			

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ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
NO	any order over the maximum order limit.				
	Award Type: Labor-hour Amount (b)(4) (Option Line Item) 05/18/2018				
	Period of Performance: 06/06/2018 to 06/05/2019				
1005	OPTION PERIOD ONE: TRAINING	(b)(4)			0.00
	The Contractor shall provide training leading to Certification in the use of the Software Tool in accordance with the Performance Work Statement.				
	In accordance with FAR 16.503 Requirements Contracts-paragraph (a)(1), an estimated quantity of training courses is (b)(4)				
	In accordance with FAR 52.216-19, the order limitations for this line item are as follows. Minimum Order: 1, Maximum Order he Contractor is not obligated to nonor any order over the maximum order limit. Award Type: Requirements				
	(b)(4) Est. Amt: (b)(4) Est. Max. Amt:				
	(b)(4) Amount (b)(4) ption Line Item) 05/18/2018				
	Period of Performance: 06/06/2018 to 06/05/2019				
1006	OPTION PERIOD ONE: COMPLIANCE	(b)(4)			0.00
	The Contractor shall maintain ATO, Security and Privacy compliance in accordance with the Performance Work Statement.				
	This is a fixed quantity line item. Amount: (b)(4) (Option Line Item) 05/18/2018				
	Period of Performance: 09/01/2018 to 08/31/2019				
	Continued				

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ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)	
1007	OPTION PERIOD ONE: TRAVEL FUNDS (Not to Exceed) The Government will fund this CLIN on a Not to Exceed, as needed basis. All Travel must be approved in writing by the COR and funded in advance by the Contracting Officer. The Government will fund all travel related to contractor support of this contract in accordance					0.00
	with the Federal Travel Regulations and FAR 31.205-46. The contractor shall notify the COR when travel funds have or are expected to be 75% expended. Amount: (D)(4) (Option Line Item) 05/18/2018 Period of Performance: 06/06/2018 to 06/05/2019					
2001	OPTION PERIOD TWO: DOMAIN CREATION	(b)(4)			7	0.00
	The Contractor shall create a custom domain of the internet in accordance with the Performance Work Statement.					0.00
	In accordance with FAR 16.503 Requirements Contracts-paragraph (a) (1), an estimated quantity of Domain Creations is (b)(4) In accordance with FAR 52.216-19, the order limitations for this line item are as follows. Minimum Order: 1, Maximum Order: (b)(1) The Contractor is not obligated to honor any order over the maximum order limit. Award Type: Requirements					
	Est. Qty: 1 Est. Max. Qty: (b)(4) Est. Amt: (b)(4) Est. Max. Amt: (b)(4) Amount: (b)(4) (Option Line Item) 05/18/2019 Period of Performance: 06/06/2019 to 06/05/2020					
2002	OPTION PERIOD TWO: BASE SUBSCRIPTION - OPEN SOURCE/ SOCIAL MEDIA DATA ANALYTICS Continued	(b)(4)				0.00
NSN 7540-01-					OPTIONAL FORM 336 (4-8	

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dance with		
SACCESTURY SURVEYOR FUEL		
		0.00
ollows. The		
stimated		
/05/2020		
(b)(4)		0.00
	estimated	(b)(4) MEDIA ed the order follows. The ay order estimated (b)(4) (b)(4) ternet with the ents and quantity order

HSCEMD-17-D-00001 11 61 NAME OF OFFEROR OR CONTRACTOR GIANT OAK INC ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (A) (B) (C) (D) (E) (F) Minimum Order: 1 hour, Maximum Order: hours. The Contractor is not obligated to honor any order over the maximum order limit. Award Type: Requirements (b)(4)Est. Amt: Est. Max. Amt: (b)(4)(b)(4) Amount :(b)(4) (Option Line Item) 05/18/2019 Period of Performance: 06/06/2019 to 06/05/2020 (b)(4)2005 OPTION PERIOD TWO: TRAINING 0.00 The Contractor shall provide training leading to Certification in the use of the Software Tool in accordance with the Performance Work Statement. In accordance with FAR 16.503 Requirements Contracts-paragraph (a) (1), an estimated quantity of training courses $id^{(b)}(4)$ of training courses is In accordance with FAR 52.216-19, the order limitations for this line item are as follows. Minimum Order: 1, Maximum Order: (b)(The Contractor is not obligated to honor any order over the maximum order limit. Award Type: Requirements (b)(4)(b)(4)Est. Amt: Est. Max. Amt: (b)(4)Amount (b)(4) cion Line Item) 05/18/2019 Period of Performance: 06/06/2019 to 06/05/2020 (b)(4)2006 OPTION PERIOD TWO: COMPLIANCE 0.00 The Contractor shall maintain ATO, Security and Privacy compliance in accordance with the Performance Work Statement. This is a fixed quantity line item. Amount: (b)(4) Option Line Item) Continued ...

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NAME OF OFFEROR OR CONTRACTOR

GIANT OAK INC ITEM NO. QUANTITY UNIT UNIT PRICE AMOUNT SUPPLIES/SERVICES (A) (B) (C) (D) (E) (F) 05/18/2019 Period of Performance: 09/01/2019 to 08/31/2020 2007 OPTION PERIOD TWO: TRAVEL FUNDS (Not to Exceed) 0.00 The Government will fund this CLIN on a Not to Exceed, as needed basis. All Travel must be approved in writing by the COR and funded in advance by the Contracting Officer. The Government will fund all travel related to contractor support of this contract in accordance with the Federal Travel Regulations and FAR 31.205-46. The contractor shall notify the COR when travel funds have or are expected to be 75% expended. Award Type: Cost (b)(4)Total Estimated Cost: Amount(b)(4) btion Line Item) 05/18/2019 Period of Performance: 06/06/2019 to 06/05/2020 (b)(4)3001 OPTION PERIOD THREE: DOMAIN CREATION 0.00 The Contractor shall create a custom domain of the internet in accordance with the Performance Work Statement. In accordance with FAR 16.503 Requirements Contracts-paragraph (a) (1), an estimated quantity of Domain Creations is (b)(In accordance with FAR 52.216-19, the order limitations for this line item are as follows. Minimum Order: 1, Maximum Order: (b)(The Contractor is not obligated to honor any order over the maximum order limit. Award Type: Requirements (b)(4) Est. Qty: 1| Est. Max (b)(4)Est. Amt: Est. Max. Amt: (b)(4) Amount: (b)(4) Option Line Item) Continued

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	FEROR OR CONTRACTOR	St.				12.	13	61
ITEM NO.		SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT	UNIT PRICE		AMOUNT	
	05/18/2020						33.000	
	Period of	Performance: 06/06/2020 to 06/05/2021				110		
3002		IOD THREE: BASE SUBSCRIPTION - OPEN CIAL MEDIA DATA ANALYTICS	(b)(4)					0.00
	subscripti	ctor shall provide a monthly on to the technology in accordance with mance Work Statement.						
	This is a Amount: (b)(05/18/2020							
	Period of	Performance: 06/01/2020 to 05/31/2021						
3003		IOD THREE: OPEN SOURCE/ SOCIAL MEDIA TICS QUERIES	0)(4)					0.00
	quantity o	ctor Shall perform the ordered f queries In accordance with the e Work Statement.						
	limitation Minimum Or Contractor	nce with FAR 52.216-19, the order s for this line item are as follows. der: 1, Maximum Order: 6 Million. The is not obligated to honor any order aximum order limit.	1					
	Estimated Amount: (b)(4							
	Period of	Performance: 06/06/2020 to 06/05/2021						
	as follows (b)(4)	tations pursuant to FAR 52.216-19 are : Minimum Order 1 Query, Maximum Order The contractor is not to exceed this limit.						
3004	OPTION PER	IOD THREE: ON-SITE SUPPORT	b)(4)					0.00
	The Contra Continued	ctor Shall provide on-site Internet						

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NAME OF OFFEROR OR CONTRACTOR

GIANT OAK INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT	UNIT PRICE	AMOUNT (F)
Ţ	Domain Support Services In accordance with the Performance Work Statement. In accordance with FAR 16.503 Requirements Contracts-paragraph (a) (1), an estimated quantity of hours of onsite support is (b)(4) In accordance with FAR 52.216-19, the order limitations for this line item are as follows. Minimum Order: 1 hour, Maximum Order (b)(4) hours. The Contractor is not obligated to honor any order over the maximum order limit. Award Type: Requirements (b)(4) Est. Amt: (b)(4) Est. Amt: (b)(4) Coption Line Item) O5/18/2020 Period of Performance: 06/06/2020 to 06/05/2021				
100	OPTION PERIOD THREE: TRAINING The Contractor shall provide training leading to Certification in the use of the Software Tool in accordance with the Performance Work Statement. In accordance with FAR 16.503 Requirements Contracts-paragraph (a) (1), an estimated quantity of training courses is (b)(4) In accordance with FAR 52.216-19, the order limitations for this line item are as follows. Minimum Order: 1, Maximum Order: (b)(4) Contractor is not obligated to honor any order over the maximum order limit. Award Type: Requirements (b)(4) Do(4) Est. Max. Amt: Amount (b)(4) Doption Line Item) 05/18/2020 Period of Performance: 06/06/2020 to 06/05/2021 Continued	0)(4)			0.00

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NAME OF OFFEROR OR CONTRACTOR

GIANT OAK INC

ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT	UNIT PRICE	AMOUNT (F)
3006	OPTION PERIOD THREE: COMPLIANCE	(b)(4)			0.00
	The Contractor shall maintain ATO, Security and Privacy compliance in accordance with the Performance Work Statement.				1
	This is a fixed quantity line item. Amount: (b)(4) ption Line Item) 05/18/20				
	Period of Performance: 09/01/2020 to 08/31/2021				
3007	OPTION PERIOD THREE: TRAVEL FUNDS (Not to Exceed)				0.00
	The Government will fund this CLIN on a Not to Exceed, as needed basis. All Travel must be approved in writing by the COR and funded in advance by the Contracting Officer.				
	The Government will fund all travel related to contractor support of this contract in accordance with the Federal Travel Regulations and FAR 31.205-46.				
	The contractor shall notify the COR when travel funds have or are expected to be 75% expended. Amount: $(b)(4)$ (Option Line Item) 05/18/2020				
	Period of Performance: 06/06/2020 to 06/05/2021				_
4001	ODELON BERTON HOUR DOWN IN CREATION	(b)(4)			0.00
4001	OPTION PERIOD FOUR: DOMAIN CREATION				0.00
	The Contractor shall create a custom domain of the internet in accordance with the Performance Work Statement.				
	In accordance with FAR 16.503 Requirements Contracts-paragraph (a)(1), an estimated quantity of Domain Creations is (b)(4)				
	In accordance with FAR 52.216-19, the order limitations for this line item are as follows. Minimum Order: 1, Maximum Order: (b)(4) The Contractor is not obligated to honor any order Continued				

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	EROR OR CONTRACTOR	3				16	0.1
ITEM NO.		SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)	
27.50	Award Type (b)(4) Amount: (b) 05/18/2021 Period of OPTION PER SOURCE/ SO The Contra subscripti the Perfor	Performance: 06/06/2021 to 06/05/2022	b)(4)				0.00
4003	Order limi as follows (b)(4) Obligated OPTION PER DATA ANALY The Contra quantity o	(option time item)					0.00
	limitation Minimum Or Contractor over the m In accorda						

CONTIN	UATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEMD-17-D-00001				age of	61
	FEROR OR CONTRACTOR OAK INC					
ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)	
	05/18/2021 Period of Performance: 06/06/2021 to 06/05/2022 (b)(4)	4)				
4004	The Contractor Shall provide on-site Internet Domain Support Services In accordance with the Performance Work Statement. In accordance with FAR 16.503 Requirements Contracts-paragraph (a) (1), an estimated quantity of hours of onsite support is (b)(4) In accordance with FAR 52.216-19, the order limitations for this line item are as follows. Minimum Order: 1 hour, Maximum Order: (b)(4) hours. The Contractor is not obligated to honor any order over the maximum order limit. Award Type: Requirements (b)(4) Est. Amt: (b)(4) Est. Max. Amt: (b)(4) Amount (b)(4) Period of Performance: 06/06/2021 to 06/05/2022	(b)(4)				0.00
4005	OPTION PERIOD FOUR: TRAINING The Contractor shall provide training leading to Certification in the use of the Software Tool in accordance with the Performance Work Statement. In accordance with FAR 16.503 Requirements Contracts-paragraph (a) (1), an estimated quantity of training courses is (b)(4) In accordance with FAR 52.216-19, the order limitations for this line item are as follows. Minimum Order: 1, Maximum Order: (b)(4) The Contractor is not obligated to honor any order over the maximum order limit. Award Type: Requirements b)(4) Continued					0.00

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CONTINUATION SHEET HSCEMD-17-D-00001 18 61 NAME OF OFFEROR OR CONTRACTOR GIANT OAK INC ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (A) (B) (C) (D) (E) (F) (b)(4)(b)(4)Amount ption Line Item) 05/18/2021 Period of Performance: 06/06/2021 to 06/05/2022 (b)(4)4006 OPTION PERIOD FOUR: COMPLIANCE 0.00 The Contractor shall maintain ATO, Security and Privacy compliance in accordance with the Performance Work Statement. This is a fixed quantity line item. Amount: (b)(4) option Line Item) 05/18/2020 Period of Performance: 09/01/2021 to 08/31/2022 4007 OPTION PERIOD FOUR: TRAVEL FUNDS (Not to Exceed) 0.00 The Government will fund this CLIN on a Not to Exceed, as needed basis. All Travel must be approved in writing by the COR and funded in advance by the Contracting Officer. The Government will fund all travel related to contractor support of this contract in accordance with the Federal Travel Regulations and FAR 31.205-46. The contractor shall notify the COR when travel funds have or are expected to be 75% expended. Amount (b)(4) ption Line Item) 05/18/2021 Period of Performance: 06/06/2021 to 06/05/2022 The total amount of award: \$37,008,960.64. The obligation for this award is shown in box 26.

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SECTION B SF 1449 CONTINUATION

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Contract Clauses

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SECTION C CONTRACT CLAUSES

FAR 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 address: http://www.arnet.gov/far

The following clauses are hereby incorporated by reference and are applicable to the contract:

Number	Title	Date
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	April 2014
52.204-13	System for Award Management Maintenance	Oct 2016
52.204-18	Commercial and Government Entity Code Maintenance	Jul 2016
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
52.212-4	Contract Terms and Conditions—Commercial Items	May 2014
52.222-40	Notification of Employee Rights Under the National Labor	Dec 2010
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.227-14	Rights in DataGeneral	May 2014
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.242-15	Stop Work Order	Aug 1989

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED BY FULL TEXT

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Alternate I (JAN 2017). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

- (a) Inspection/Acceptance. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.
- (2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.
- (5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—
- (A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (B) Terminate this contract for cause.
- (ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the

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Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

- (i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
- (ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.
- (e) Definitions. (1) The clause at FAR <u>52.202-1</u>, Definitions, is incorporated herein by reference. As used in this clause—
- (i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
- (ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—
 - (A) Performed by the contractor;
 - (B) Performed by the subcontractors; or
- (C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.
 - (iii) Materials means—
- (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
- (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
- (C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);
- (D) The following subcontracts for services which are specifically excluded from the hourly rate: [None]; and
 - (E) Indirect costs specifically provided for in this clause.
- (iv) Subcontract means any contract, as defined in FAR <u>subpart 2.1</u>, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (i) Payments. (1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

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- (i) Hourly rate.
- (A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
- (B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
- (C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
- (D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
- (E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
- (1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
- (2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
- (3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
 - (ii) Materials.
- (A) If the Contractor furnishes materials that meet the definition of a commercial item at <u>2.101</u>, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—
 - (1) Quantities being acquired; and
 - (2) Any modifications necessary because of contract requirements.
- (B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—
- (1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
- (2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.
 - (C) To the extent able, the Contractor shall—
- (1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
- (2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

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(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

- (1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Each order must list separately the elements of other direct charge(s) for that order]
- (2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [\$0]
- (2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
- (i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;
- (ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

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- (A) The original timecards (paper-based or electronic);
- (B) The Contractor's timekeeping procedures;
- (C) Contractor records that show the distribution of labor between jobs or contracts; and
- (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
- (iii) For material and subcontract costs that are reimbursed on the basis of actual cost—
 - (A) Any invoices or subcontract agreements substantiating material costs; and
 - (B) Any documents supporting payment of those invoices.
- (5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected line item or subline item, if applicable; and
 - (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

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(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in <u>32.608-2</u> of the Federal Acquisition Regulation in effect on the date of this contract.
- (viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
- (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
- (iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

- (9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see <u>52.212-5(b)</u> for the appropriate EFT clause.
- (10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (Jan 2017)

As prescribed in $\underline{12.301}(b)(4)$, insert the following clause:

Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Jan 2017)

(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:

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(1) <u>52.203-19</u>, 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) <u>52.209-10</u>, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (3) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C. 3553</u>).
- (4) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (<u>19 U.S.C. 3805 note</u>)).
- (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) <u>52.203-6</u>, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (<u>41 U.S.C. 4704</u> and <u>10 U.S.C. 2402</u>).
- _X_ (2) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C.</u> <u>3509</u>)).
- (3) <u>52.203-15</u>, 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) <u>52.204-10</u>, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (<u>31 U.S.C. 6101 note</u>).
- (5) [Reserved].
- __ (6) <u>52.204-14</u>, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- _X_ (7) <u>52.204-15</u>, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- _X_ (8) <u>52.209-6</u>, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- (9) <u>52.209-9</u>, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- __ (10) [Reserved].

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(11)(i) <u>52.219-3</u> , Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (<u>15</u> <u>U.S.C. 657a</u>).
(ii) Alternate I (Nov 2011) of <u>52.219-3</u> .
(12)(i) <u>52.219-4</u> , 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) (<u>15 U.S.C. 657a</u>).
(ii) Alternate I (JAN 2011) of <u>52.219-4</u> .
(13) [Reserved]
X (14)(i) <u>52.219-6</u> , Notice of Total Small Business Set-Aside (Nov 2011) (<u>15 U.S.C. 644</u>).
(ii) Alternate I (Nov 2011).
(iii) Alternate II (Nov 2011).
(15)(i) <u>52.219-7</u> , Notice of Partial Small Business Set-Aside (June 2003) (<u>15 U.S.C. 644</u>).
(ii) Alternate I (Oct 1995) of <u>52.219-7</u> .
(iii) Alternate II (Mar 2004) of <u>52.219-7</u> .
X_(16) <u>52.219-8</u> , Utilization of Small Business Concerns (Nov 2016) (<u>15 U.S.C. 637(d)(2)</u> and (3)).
(17)(i) <u>52.219-9</u> , Small Business Subcontracting Plan (Jan 2017) (<u>15 U.S.C. 637(d)(4)</u>).
(ii) Alternate I (Nov 2016) of <u>52.219-9</u> .
(iii) Alternate II (Nov 2016) of <u>52.219-9</u> .
(iv) Alternate III (Nov 2016) of <u>52.219-9</u> .
(v) Alternate IV (Nov 2016) of <u>52.219-9</u> .
X (18) <u>52.219-13</u> , Notice of Set-Aside of Orders (Nov 2011) (<u>15 U.S.C. 644(r)</u>).
X (19) <u>52.219-14</u> , Limitations on Subcontracting (Jan 2017) (<u>15 U.S.C. 637(a)(14)</u>).
(20) <u>52.219-16</u> , Liquidated Damages—Subcon-tracting Plan (Jan 1999) (<u>15 U.S.C.</u>

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

- _X_ (22) <u>52.219-28</u>, Post Award Small Business Program Rerepresentation (Jul 2013) (<u>15</u> <u>U.S.C. 632(a)(2)</u>).
- (23) <u>52.219-29</u>, 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) <u>52.219-30</u>, 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) (<u>15 U.S.C. 637(m</u>)).
- _X_ (25) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755).
- _X_ (26) <u>52.222-19</u>, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- X (27) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015).
- X (28) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).
- X (29) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015)(<u>38 U.S.C. 4212</u>).
- _X_ (30) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (Jul 2014) (<u>29 U.S.C.</u> 793).
- _X_ (31) <u>52.222-37</u>, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- _X_(32) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (33)(i) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O. 13627).
- __ (ii) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> and E.O. 13627).
- _X_ (34) <u>52.222-54</u>, 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 <u>22.1803</u>.)
- __ (35) <u>52.222-59</u>, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

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Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

X (36) <u>52.222-60</u>, Paycheck Transparency (Executive Order 13673) (OCT 2016).

- __ (37)(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.)

 __ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

 __ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

 (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s
- __ (ii) Alternate I (Oct 2015) of <u>52.223-13</u>.

13423 and 13514).

- __ (41)(i) <u>52.223-14</u>, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of <u>52.223-14</u>.
- __(42) <u>52.223-15</u>, Energy Efficiency in Energy-Consuming Products (DEC 2007) (<u>42 U.S.C.</u> <u>8259b</u>).
- __(43)(i) <u>52.223-16</u>, 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_ (44) <u>52.223-18</u>, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- __ (45) <u>52.223-20</u>, Aerosols (Jun 2016) (E.O. 13693).
- __ (46) <u>52.223-21</u>, Foams (Jun 2016) (E.O. 13693).

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X (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a). (ii) Alternate I (JAN 2017) of 52.224-3. (48) <u>52.225-1</u>, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83). (49)(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. (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). (51) 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). (52) 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). (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). (55) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Items (Feb 2002) (<u>41</u> U.S.C. 4505, 10 U.S.C. 2307(f)). (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332). (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

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- HSCEMD-17-D-00001 X (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)). (62)(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. (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 (May 2014) (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) (May 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) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42</u> U.S.C. 1792).
- (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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(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 <u>52.215-2</u>, 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 <u>subpart 4.7</u>, 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) <u>52.203-19</u>, 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) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) (<u>15 U.S.C. 637(d)(2)</u> 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 <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (iv) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

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- (vi) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015) (<u>38 U.S.C. 4212</u>).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (x) <u>52.222-40</u>, 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.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii)

- <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O 13627). Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> and E.O 13627).
- (xiii) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (xiv) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) <u>52.222-59</u>, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- **Note to paragraph (e)(1)(xvii)**: By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).
- (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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- (B) Alternate I (JAN 2017) of 52.224-3.
- (xxi) <u>52.225-26</u>, 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; <u>10 U.S.C. 2302 Note</u>).
- (xxii) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42</u> U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.
- (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)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

Alternate II (Jan 2017). As prescribed in $\underline{12.301}$ (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

- (d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—
- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—
- (i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (A) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41</u> <u>U.S.C. 3509</u>).

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(B) <u>52.203-15</u>, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

- (C) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) (<u>15 U.S.C.</u> <u>637(d)(2)</u> and (<u>3)</u>), 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 <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
 - (D) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015).
 - (E) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).
 - (F) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (G) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (Jul 2014) (<u>29</u> <u>U.S.C. 793</u>).
- (H) <u>52.222-40</u>, 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 <u>52.222-40</u>.
- (I) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter</u> <u>67</u>).
- (J) ___(1) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C.</u> chapter 78 and E.O 13627).
- ___(2) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78 and E.O 13627</u>).
- (K) <u>52.222-51</u>, 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).
- (L) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (M) <u>52.222-54</u>, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).
 - (N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (O) <u>52.222-59</u> Compliance with Labor Laws (Executive Order 13673) (OCT 2016).
- Note to paragraph (e)(1)(ii)(O): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
 - (P) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

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- (Q) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
 - (R)(1)52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (2) Alternate I (JAN 2017) of 52.224-3.
- (S) <u>52.225-26</u>, 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)
- (T) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (U) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.

FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from <u>date of award</u> through <u>date of contract expiration</u>.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

<u>CLIN(s) (0001, 1001, 2001, 3001, 4001) only. DOMAIN CREATION</u> FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor—
- (1) Any order for a single item in excess of six (6).
- (2) Any order for a combination of items in excess of six (6); or

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(3) A series of orders from the same ordering office within $\underline{30}$ days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

<u>CLIN(s) (0001, 1001, 2001, 3001, 4001) only. DOMAIN CREATION</u> FAR52.216-21 -Requirements (Oct 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

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(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after final delivery of all orders placed under this contract.

(End of Clause)

<u>CLIN(s) (0003, 1003, 2003, 3003, 4003) only. DATA QUERIES</u> FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) query the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor—
- (1) Any order for a single item in excess of 5 Million queries.
- (2) Any order for a combination of items in excess of 5 Million queries; or
- (3) A series of orders from the same ordering office within $\underline{30}$ days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within $\underline{5}$ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

<u>CLIN(s) (0003, 1003, 2003, 3003, 4003) only. DATA QUERIES</u> FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance

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with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after final delivery of all services ordered under this contract.

(End of clause)

MINIMUM and MAXIMUM QUANTITIES

Applicable to Queries Only

In accordance with paragraph (b) of the "Indefinite Quantity" clause, the guaranteed minimum amount to be ordered under this contract is fifty thousand (50,000) queries.

The contract maximum is the paragraph (b) queries total quantity inclusive of all option periods as well as the option to extend services.

CLIN(s) (0004, 1004, 2004, 3004, 4004) only ON SITE SUPPORT FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) hour the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor—
- (1) Any order for a single item in excess of 3,840 hours.
- (2) Any order for a combination of items in excess of 3,840 hours; or
- (3) A series of orders from the same ordering office within $\underline{30}$ days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any

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order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

<u>CLIN(s) (0004, 1004, 2004, 3004, 4004) only ON SITE SUPPORT</u> FAR52.216-21 -Requirements (Oct 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after performance of all support hours ordered under this contract.

(End of Clause)

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<u>CLIN(s) (0005, 1005, 2005, 3005, 4004) only. TRAINING COURSES</u> FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) training course the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor—
- (1) Any order for a single item in excess of 4 training courses.
- (2) Any order for a combination of items in excess of 4 training courses; or
- (3) A series of orders from the same ordering office within $\underline{30}$ days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

<u>CLIN(s) (0005, 1005, 2005, 3005, 4004) only. TRAINING COURSES</u> FAR52.216-21 -Requirements (Oct 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The

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Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after final delivery of all training ordered under this contract.

(End of Clause)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor prior to contract expiration.

(End of clause)

FAR 52.217-9 – OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor prior to expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

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(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of Clause)

HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Number	Title	Date
HSAR 3052.205-70	Advertisement, Publicizing Awards, and Releases.	Sep 2012
HSAR 3052.242-72	Contracting Officer's Technical Representative	Dec 2003

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

- a) Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
 - (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
 - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the

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Transportation Security Administration or his/her designee);

- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer
- drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access
- to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

ALTERNATE II (JUN 2006)

When the Department has determined contract employee access to sensitive information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to IT resources, add the following paragraphs:

- (g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.
- (h) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

HSAR 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

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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 3009.108-7001 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 3009.108-7001 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 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

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(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 clause)

HSAR Class Deviation 15-01

SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

- (a) *Applicability*. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.
- (b) Definitions. As used in this clause—

"Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

"Sensitive Information" is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical

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Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- "Sensitive Information Incident" is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.
- "Sensitive Personally Identifiable Information (SPII)" is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver's license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual's name or other unique identifier plus one or more of the following elements:
- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

Other PII may be "sensitive" depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

- (c) *Authorities*. The Contractor shall follow all current versions of Government policies and guidance accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors, or available upon request from the Contracting Officer, including but not limited to:
- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at

http://csrc.nist.gov/groups/STM/cmvp/standards.html

- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at http://csrc.nist.gov/publications/PubsSPs.html
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at http://csrc.nist.gov/publications/PubsSPs.html
- (d) *Handling of Sensitive Information*. Contractor compliance with this clause, as well as the policies and procedures described below, is required.
- (1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term "FOR OFFICIAL USE ONLY" to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program

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establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

- (2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.
- (3) All Contractor employees with access to sensitive information shall execute *DHS Form 11000-6*, *Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.
- (4) The Contractor's invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.
- (e) Authority to Operate. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.
- (1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.
 - (i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is

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the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.

- (ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.
- Support the completion of the Privacy Threshold Analysis (PTA) as (iii) needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at http://www.dhs.gov/privacy-compliance.
- (2) Renewal of ATO. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before

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the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

- (3) Security Review. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.
- (4) Continuous Monitoring. All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with FIPS 140-2 Security Requirements for Cryptographic Modules and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.
- (5) Revocation of ATO. In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.
- (6) Federal Reporting Requirements. Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2014

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DHS Information Security Performance Plan, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

- (f) Sensitive Information Incident Reporting Requirements.
- (1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and Reporting requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.
- (2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in 4300A Sensitive Systems Handbook Incident Response and Reporting, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:
 - (i) Data Universal Numbering System (DUNS);
 - (ii) Contract numbers affected unless all contracts by the company are affected;
 - (iii) Facility CAGE code if the location of the event is different than the prime contractor location;
 - (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
 - (v) Contracting Officer POC (address, telephone, email);
 - (vi) Contract clearance level;
 - (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
 - (viii) Government programs, platforms or systems involved;
 - (ix) Location(s) of incident;
 - (x) Date and time the incident was discovered:
 - (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;

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- (xii) Description of the Government PII and/or SPII contained within the system;
- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.
- (g) Sensitive Information Incident Response Requirements.
 - (1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.
 - (2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
 - (3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:
 - (i) Inspections,
 - (ii) Investigations,
 - (iii)Forensic reviews, and
 - (iv)Data analyses and processing.
 - (4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.
- (h) Additional PII and/or SPII Notification Requirements.
- (1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the *DHS Privacy Incident Handling Guidance*. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.
 - (2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means,

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or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii)A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv)Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi)Information identifying who individuals may contact for additional information.
- (i) Credit Monitoring Requirements. In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:
 - (1) Provide notification to affected individuals as described above; and/or
 - (2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:
 - (i) Triple credit bureau monitoring;
 - (ii) Daily customer service;
 - (iii)Alerts provided to the individual for changes and fraud; and
 - (iv)Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or
 - (3) Establish a dedicated call center. Call center services shall include:
 - (i) A dedicated telephone number to contact customer service within a fixed period;
 - (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
 - (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that

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- cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv)Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer;
 and
- (vi)Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.
- (j) Certification of Sanitization of Government and Government-Activity-Related Files and Information. As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in NIST Special Publication 800-88 Guidelines for Media Sanitization.

(End of clause)

HSAR Class Deviation 15-01 INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

- (a) Applicability. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.
- (b) Security Training Requirements.
- (1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all

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Contractor and subcontractor employees.

- (2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at http://www.dhs.gov/dhssecurity-and-training-requirements-contractors. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall email copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.
- (c) Privacy Training Requirements. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

LAW ENFORCEMENT SENSITIVE INFORMATION

ATTACHMENT A PERFORMANCE WORK STATEMENT (PWS) HSCEMD-17-D-00001

Department of Homeland Security (DHS),
U.S. Immigration and Customs Enforcement (ICE),
Homeland Security Investigations (HSI)

National Security Investigations Division (NSID)

Performance Work Statement (PWS) for

Open Source/ Social Media Data Analytics



May 24, 2017

Page 2135

Withheld pursuant to exemption

(b)(7)(E)

of the Freedom of Information and Privacy Act

Withheld pursuant to exemption

(b)(7)(E)

ATTACHMENT B

LAW ENFORCEMENT APPENDIX HSCEMD-17-D-00001

PART 4 - LAW ENFORCEMENT APPENDIX

- 1. Compliance with Law. Agency understands and agrees that the Giant Oak, Inc. services ("Services") contain sensitive information that is governed by various state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) and its implementing regulations (collectively, "GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA").
- (a) <u>Gramm-Leach-Bliley Act Data</u>. The United States (hereinafter "Government") acknowledges that it may receive information subject to GLBA, and agrees to use such information: To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety.
- (b) <u>Drivers Privacy Protection Act Data</u>. The Government acknowledges that it may receive information subject to DPPA, and that its use of such information is:
 - Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
 - Use in connection with any civil, criminal, administrative, or arbitral proceeding, in
 any federal, state, or local court or agency, or before any self-regulatory body,
 including the service of process, investigation in anticipation of litigation, and the
 execution or enforcement of judgments and orders, or pursuant to an order of a
 federal, state, or local court.
- (c) <u>Death Master File ("DMF") Data</u>. Certain data provided by Giant Oak, Inc. as part of the Services may include information obtained from the Limited Access Death Master File (LADMF) made available by the US Department of Commerce National Technical Information Service (NTIS) and subject to regulations found at 15 CFR Part 1110. If Government is granted access to LADMF data, Government acknowledges that it is in compliance with 15 CFR 1110 regarding LADMF access.
- 2. <u>Fair Credit Reporting Act ("FCRA")</u>. The Government acknowledges that it may receive information subject to FCRA, and will use such information for authorized law enforcement purposes and to the extent specifically permitted or required under laws not to:
 - Revoke consumer credit.
 - Accelerate consumer payment terms or otherwise change such terms in a manner adverse to a consumer.
 - Include in prioritization and segmentation activities.
 - Determine a consumer's collectability.

- Take any "adverse action," as defined in the FCRA, or otherwise act in a manner that is contrary to a consumer's interest unless the basis for doing so is information the Government obtains from a source other than the Services.
- 3. <u>Disclaimer of Warranties; Limitation of Liabilities</u>. The Services are provided "as-is", with no warranties of any kind, whether express, implied in fact or by operation of law, or statutory, including without limitation, those as to quality, non-infringement, accuracy, completeness, timeliness, or currentness, and those warranties that might be implied from a course of performance or dealing or trade usage and warranties of merchantability and fitness for a particular purpose. Subcontractor and its representatives, including parents, subsidiaries, and affiliates, shall not be liable to Agency or other third parties for any claim relating to Giant Oak, Inc. or Subcontractor's procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Services.
- 5. Access/Security Requirements. The Government shall use the Services and Data for its authorized law enforcement purposes. Data may not be delivered to, or filed with, non-Government third parties (excluding Giant Oak, Inc.). The Government's access to Services and Data from locations outside of the United States of America shall be limited based upon data provider restrictions. Access to the Services and Data directly from U.S. embassies and/or consulates (i.e., "U.S. Soil") shall constitute U.S. access and, as such, shall not be limited. The Government's access to the Services by automated means shall include only batch and/or machine-to-machine applications.

The Government will: (i) limit access to the Services and Data to only those employees and authorized agents who have a need to access such information; (ii) advise its employees and authorized agents having access to the Services of the proprietary and confidential nature thereof and of the obligations set forth in the agreement with Giant Oak, Inc., as supplemented by this appendix; (iii) safeguard the Data using reasonable and appropriate administrative, technical, and physical security safeguards; (iv) employ appropriate policies and procedures to control access and security of usernames, passwords, and terminal access for the Services; (v) track and monitor its access to the Services; and (vi) prevent any use by the Government not in conformance with this appendix. Government will promptly (but in no event later than within twenty-four hours of the occurrence) notify Giant Oak, Inc. of any breach of security in which an unauthorized person has gained access to the Services.

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WHITE PAPER: Academic Domain

Giant Oak, Inc. (A Veteran-Owned Small Business)

3033 Wilson Boulevard Suite 700 Arlington, Virginia 22201 (703) 842-0661





This white paper is provided for evaluation purposes only: it includes information, concepts, and data that shall not be duplicated, used, or disclosed – in whole or in part. If and only if a contract is awarded to Giant Oak as a result of – or in connection with – the submission of this information, the contracting party shall have the right to duplicate, use, or disclose this information to the extent provided in the resulting contract.

This document contains commercial, financial, and trade secret information of Giant Oak, Inc. that is confidential and exempt from disclosure to the public under the Freedom of Information Act, 5 U.S.C. 552(b)(4); unlawful disclosure thereof is a violation of the Trade Secrets Act, 18 U.S.C. 1905. Public disclosure of any such information shall not be made without the prior written consent of Giant Oak, Inc.



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Withheld pursuant to exemption

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

