## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

**1. CONTRACT ID CODE**
DJF-17-1200-P-0002894/0001

**2. AMENDMENT/MODIFICATION NO.**
0001

**3. EFFECTIVE DATE**
02/07/2017

**4. PROCUREMENT/PURCHASE AGENT NO.**
DJF-17-1300-PR-0000555

**5. PROJECT NO. (if applicable)**

**6. ISSUED BY**
CODE
UNIT CHIEF
FEDERAL BUREAU OF INVESTIGATION TECHNOLOGY SUPPORT CONTRACTS UNIT
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-6001

**8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)**
DATAMINR, INC.
6 E 32ND ST FL 2
NEW YORK, NY 10016-5422
DUNS: 962138942

---

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is
☐ as extended.
☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

---

**12. ACCOUNTING AND APPROPRIATION DATA (if required):**

FBI-2017-SEN1-1300-ON-YX-25102-TERR-2017

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

**CHECK ONE:**

☐ A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D OTHER (Specify type of modification and authority)

---

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by LDF section headings, including solicitation/contract subject matter where feasible):**

Mod 0001 - Adjusts applicable Task Orders removing 16 from initial award document that were not applicable or not required.
Table of Contents

Section | Description | Page Number
1 | Solicitation/Contract Form | 1
2 | Commodity or Services Schedule | 3
3 | Contract Clauses | 5
   | DJAR-PGD-02-02A Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems | 5
   | DJAR-PGD-02-02B Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems | 5
   | DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandemic or Other Emergency | 7
   | DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable Information | 7
   | DJAR-PGD-08-05 Contractor Certification of Compliance with Federal Tax Requirements | 9
   | 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014) | 9
   | 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) | 9
   | 52.232-29 Terms for Financing of Purchases of Commercial Items (Feb 2002) | 10
   | 52.252-2 Clauses Incorporated by Reference (Feb 1998) | 11
   | 52.252-4 Alterations in Contract (Apr 1984) | 11
   | 52.252-6 Authorized Deviations in Clauses (Apr 1984) | 11
4 | List of Attachments | 11
Section 2 - Commodity or Services Schedule


SCHEDULE OF SUPPLIES/SERVICES
CONTINUATION SHEET

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>DATAMINR - BASE YEAR FUNDING (ADVANCED ALERTING TOOL)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Line Period of Performance: 02/06/2017 - 12/13/2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Base Period</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delivery Schedule:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Quantity:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delivery Address: COUNTERTERRORISM DIVISION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ATTN:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2400 SCHUSTER DRIVE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CHEVERLY, MD 20781-0001</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Base Total:**

**Exercised Options Total:**

**Unexercised Options Total:**

**Base and Options Total:**

FUNDING DETAILS:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>FUNDING LINE</th>
<th>OBLIGATED AMOUNT</th>
<th>ACCOUNTING CODES</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>1</td>
<td></td>
<td>2017·SENT·1300·1300·ON·25102·</td>
</tr>
</tbody>
</table>

Previous: $1,499,375.00
Change: $0.00
Current: $1,499,375.00

Section 3 - Contract Clauses
### Clauses By Reference

**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 the following address(es): www.acquisition.gov.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>Definitions (Nov 2013)</td>
</tr>
<tr>
<td>52.203-3</td>
<td>Gratuities (Apr 1984)</td>
</tr>
<tr>
<td>52.203-6</td>
<td>Restrictions On Subcontractor Sales To The Government (Sept 2005)</td>
</tr>
<tr>
<td>52.203-8 All I</td>
<td>Restrictions On Subcontractor Sales To The Government (Sept 2006) - Alternate I (Oct 1995)</td>
</tr>
<tr>
<td>52.203-7</td>
<td>Anti-Kickback Procedures (May 2014)</td>
</tr>
<tr>
<td>52.203-12</td>
<td>Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)</td>
</tr>
<tr>
<td>52.204-2</td>
<td>Security Requirements (Aug 1996)</td>
</tr>
<tr>
<td>52.204-4</td>
<td>Print or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)</td>
</tr>
<tr>
<td>52.204-10</td>
<td>Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015)</td>
</tr>
<tr>
<td>52.214-29</td>
<td>Order of Precedence - Sealed Bidding (Jan 1986)</td>
</tr>
<tr>
<td>52.215-2</td>
<td>Audit and Records - Negotiation (Oct 2010)</td>
</tr>
<tr>
<td>52.215-2 All III</td>
<td>Audit and Records - Negotiation (Oct 2010) - Alternate III (June 1999)</td>
</tr>
<tr>
<td>52.215-6</td>
<td>Order of Precedence - Uniform Contract Format (Oct 1997)</td>
</tr>
<tr>
<td>52.222-1</td>
<td>Notice to the Government of Labor Disputes (Feb 1997)</td>
</tr>
<tr>
<td>52.222-21</td>
<td>Prohibition of Segregated Facilities (Apr 2015)</td>
</tr>
<tr>
<td>52.222-26</td>
<td>Equal Opportunity (Apr 2015)</td>
</tr>
<tr>
<td>52.222-26 All I</td>
<td>Equal Opportunity (Apr 2015) - Alternate I (Feb 1999)</td>
</tr>
<tr>
<td>52.222-29</td>
<td>Notification of Visa Denial (Apr 2015)</td>
</tr>
<tr>
<td>52.222-50</td>
<td>Combating Trafficking in Persons (Mar 2015)</td>
</tr>
<tr>
<td>52.223-18</td>
<td>Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)</td>
</tr>
<tr>
<td>52.225-13</td>
<td>Restrictions on Certain Foreign Purchases (June 2008)</td>
</tr>
<tr>
<td>52.228-4</td>
<td>Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)</td>
</tr>
<tr>
<td>52.229-6</td>
<td>Taxes - Foreign Fixed-Price Contracts (Feb 2013)</td>
</tr>
<tr>
<td>52.232-17</td>
<td>Interest (May 2014)</td>
</tr>
<tr>
<td>52.232-23</td>
<td>Assignment of Claims (May 2014)</td>
</tr>
<tr>
<td>52.232-23 All I</td>
<td>Assignment of Claims (May 2014) - Alternate I (Apr 1994)</td>
</tr>
</tbody>
</table>
Clauses By Full Text

DJAR-PGD-02-02A  Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.]

(End of Clause)

DJAR-PGD-02-02B  Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice (DOJ) will no longer permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction with respect to all new employees utilized directly to perform duties on the contract. Non-U.S. citizens currently employed under this contract or commitment may continue performance unless otherwise directed by the Department of Justice. No new, replacement, or additional Non-U.S. citizens may be added to the contract without the express approval of the Department of Justice. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.]

(End of Clause)


NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication
1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term 2 contractor employee whose background investigation (BI) process begins on or after October 27, 2005:

a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form I-9, OMB No. 1615-0047, "Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);

b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;

c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:

- High Risk - Background Investigation (5 year scope)
- Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
- Low Risk - National Agency Check with Inquiries (NACI) investigation

d. The pre-appointment BI waiver requirements for all position sensitivity levels are as:

1) Favorable review of the security questionnaire form;

2) Favorable fingerprint results;

3) Favorable credit report, if required;

4) Waiver request memorandum, including both the Office of Personnel Management schedule date and position sensitivity/risk level, and 5) Favorable review of the National Agency Check (NACI) portion of the applicable BI that is determined by position sensitivity/risk level.

A badge may be issued following approval of the above waiver requirements.

If the NAC is not received within five days of OPM's scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).

e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

2. Short-Term Contractor Personnel:

It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items 1a. and 1b. above. The pre-appointment waiver requirements for short-term contractors are:

a. Favorable review of the security questionnaire form;

b. Favorable fingerprint results;

c. Favorable credit report, if required;

d. Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.

A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve-month period. This will ensure that any consecutive short-term appointments are subject to the full PFV-I identity proofing process.

For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermitted contractors.

a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.

b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.

c. Due to extenuating circumstances, if a component requests escorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.

d. If an intermittent contractor is approved for escorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.

e. If an intermittent contractor is approved for escorted access, the approval will not exceed one year. If the intermittent contractor requires escorted access beyond one year, the contractor will need to be re-approved each year.

4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
5. The DOJ’s current escorted contractor policy remains unchanged by this acquisition notice.

NOTES:
2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-1 identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM’s instructions, to obtain an Advance NAC Report, a Code “3” must be placed in block “B” of the “Agency Use Only” section of the investigative form. This report is available for all case types.
5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.

(End of Clause)

DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandemic or Other Emergency

Continuing Contract Performance During a Pandemic Influenza or other National Emergency

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:
- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.
- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees’ personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible individual in the contracting office via telephone or email messages acknowledging the contractor's notification.

The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

(End of Clause)

DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable Information

Security of Systems and Data, Including Personally Identifiable Data.

a. Systems Security
The work to be performed under this contract requires the handling of data that originated within the Department, data that the con-
tractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2640.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews, and access by the DOJ Office of the Inspector General for its reviews.

The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date.
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FIPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter certifying this will be delivered to the CO within 15 days of termination of contractor work;

b. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR). If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

c. Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

d. Pass-through of Security Requirements to Subcontractors

The requirements set forth in Paragraphs a through c above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

B. Information Resellers or Data Brokers

For contracts where the Department obtains PII from a contractor (such as an information reseller or data broker) but the contractor does not handle the data described in Section A of this guidance document, the following clause must be used:

Information Resellers or Data Brokers

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person.
while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the Department.

(End of Clause)

DJAR-PGD-08-05 Contractor Certification of Compliance with Federal Tax Requirements

Contractor Certification of Compliance with Federal Tax Requirements

By submitting a response to a solicitation or accepting a contract award, the contractor certifies that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a nonfrivolous administrative or judicial proceeding.

(End of Clause)

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments -

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by -

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself, and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for -

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor’s record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must
(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revokes them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under F.O. 1200.

(End of clause)

52.232-29 Terms for Financing of Purchases of Commercial Items (Feb 2002)

(a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions Commercial Items.

(c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall-

(i) Excise the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) Content of Contractor's request for financing payment. The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly.

(g) Dates for payment. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions
of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) Conflict between terms of offeror and clause. In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

________________________________________________________________________

[Insert one or more Internet addresses]

(End of clause)

52.252-4 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

________________________________________________________________________

(End of clause)

52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter I) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any ____________________________ (48 CFR [insert regulation name]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

Section 4 - List of Attachments

No Clauses

No Attachments
### Amendment of Solicitation/Modification of Contract

<table>
<thead>
<tr>
<th>Column</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CONTRACT NO. CODE</td>
<td>DJF-17-1200-P-0002894</td>
</tr>
<tr>
<td>2. AMENDMENT/MODIFICATION NO.</td>
<td>002</td>
</tr>
<tr>
<td>3. EFFECTIVE DATE</td>
<td>See Block 16c</td>
</tr>
<tr>
<td>4. REQUIREMENT/PURCHASE INV. NO.</td>
<td>DJF-17-1300-PR-0006555</td>
</tr>
<tr>
<td>5. PROJECT NO. (if applicable)</td>
<td></td>
</tr>
<tr>
<td>6. ISSUED BY CODE</td>
<td>UNIT CHIEF</td>
</tr>
<tr>
<td>7. ADMINISTERED BY (if other than item 6) CODE</td>
<td></td>
</tr>
</tbody>
</table>

**Federal Bureau of Investigation**

**Technology Support Contracts Unit**

935 Pennsylvania Ave. NW

Washington, DC 20535-0001

---

**Name and Address of Contractor**

**DataMinr, Inc.**

6 E 32nd St Fl 2

New York, NY 10016-5422

DUNS: 962138942

---

**Amendment of Solicitation No.**

CX1

**Date**

01/13/2017

---

11. This Item Only Applies to Amendments of Solicitations

- The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended.
- The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is not extended.

Offers must acknowledge receipt of the amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- By completing items 8 and 15c, and returning copies of the amendment.
- By acknowledging receipt of the amendment on each copy of the offer submitted, or
- By separate letter or telegram which indicates a reference to the solicitation and amendment numbers.

Failure of your acknowledgment to be received at the place designated for the receipt of offers prior to the hour and date specified may result in rejection of your offer. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

---

12. Accounting and Appropriation Data (if required)

FBI-2017-SEN1-1300-1300-ON-YX-25102-TERR-2017

---

13. This Item Only Applies to Modification of Contracts/Orders.

It modifies the Contract/Order No. as described in Item 14.

- A. This Change Order is issued pursuant to (Specify authority) the Changes set forth in Item 14 are made in the contract order no. in Item 10a.

---

14. Description of Amendment/Modification (Organized by UDF section headings, including solicitation/contract subject matter where feasible)

- Mod 0003 - Adds CLIN descriptive language (Enterprise Level 1) and lists attachments incorporated by reference.

---

Except as provided herein, all terms and conditions of the document referenced in Item 5a or 10a, as hereafter changed, remain unchanged and in full force and effect.

15a. Name and Title of Signer (Type or print)

| 16a. Name and Title of Contracting Officer (Type or print) |
|---|---|---|
| b6 | b7c | |

**Signature of person authorized to sign**

**Date Signed**

**Received Date**

02/08/2017

---

**S/N**

754001-1029570

**Prescribed by GSA FAR 48 CFR 53.240**

000034

---

**epic.org**

**EPIC-17-04-14-FBI-FOIA-20181003-Production-pt2**
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Solicitation/Contract Form</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Commodity or Services Schedule</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Contract Clauses</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>DJAR-PGD-02-02A Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>DJAR-PGD-02-02B Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandemic or Other Emergency</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable Information</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>DJAR-PGD-08-05 Contractor Certification of Compliance with Federal Tax Requirements</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>52.232-29 Terms for Financing of Purchases of Commercial Items (Feb 2002)</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>52.252-2 Clauses Incorporated by Reference (Feb 1998)</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>52.252-4 Alterations in Contract (Apr 1984)</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>52.252-6 Authorized Deviations in Clauses (Apr 1984)</td>
<td>11</td>
</tr>
<tr>
<td>4</td>
<td>List of Attachments</td>
<td>11</td>
</tr>
</tbody>
</table>
### Section 2 - Commodity or Services Schedule


**SCHEDULE OF SUPPLIES/SERVICES**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>DATAMINR - BASE YEAR FUNDING (ADVANCED ALERTING TOOL - ENTERPRISE LICENSE - LEVEL 1 - UP TO 1,000EA LICENSES)</td>
<td>EA</td>
<td>Previous $1,499,375.00</td>
<td>Change: $0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Line Period of Performance: 02/06/2017 - 12/18/2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Base Period</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delivery Schedule:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delivery Address: COUNTERTERRORISM DIVISION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ATTN: RM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2400 SCHUSTER DRIVE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CHEVERLY, MD 20731-0001</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Base Total:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exercised Options Total:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Unexercised Options Total:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Base and Options Total: Previous: $1,499,375.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Change: $0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Current: $1,499,375.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FUNDING DETAILS:**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>FUNDING LINE</th>
<th>OBLIGATED AMOUNT</th>
<th>ACCOUNTING CODES</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>1</td>
<td>Previous: $1,499,375.00</td>
<td>2017 - SEN1 - 1360 - 1366 - ON - - - 25102 - - - -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHANGE: $0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CURRENT: $1,499,375.00</td>
<td></td>
</tr>
</tbody>
</table>
### Section 3 - Contract Clauses

#### Clauses By Reference

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>Definitions (Nov 2013)</td>
</tr>
<tr>
<td>52.203-3</td>
<td>Gratuities (Apr 1984)</td>
</tr>
<tr>
<td>52.203-6</td>
<td>Restrictions On Subcontractor Sales To The Government (Sept 2006)</td>
</tr>
<tr>
<td>52.203-7</td>
<td>Anti-Kickback Procedures (May 2014)</td>
</tr>
<tr>
<td>52.203-12</td>
<td>Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)</td>
</tr>
<tr>
<td>52.204-2</td>
<td>Security Requirements (Aug 1996)</td>
</tr>
<tr>
<td>52.204-4</td>
<td>Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)</td>
</tr>
<tr>
<td>52.204-16</td>
<td>Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015)</td>
</tr>
<tr>
<td>52.214-29</td>
<td>Order of Precedence - Sealed Bidding (Jan 1988)</td>
</tr>
<tr>
<td>52.215-2</td>
<td>Audit and Records - Negotiation (Oct 2010)</td>
</tr>
<tr>
<td>52.215-2 Alt III</td>
<td>Audit and Records - Negotiation (Oct 2010) - Alternate III (June 1996)</td>
</tr>
<tr>
<td>52.215-8</td>
<td>Order of Precedence - Uniform Contract Format (Oct 1997)</td>
</tr>
<tr>
<td>52.222-1</td>
<td>Notice to the Government of Labor Disputes (Feb 1987)</td>
</tr>
<tr>
<td>52.222-21</td>
<td>Prohibition of Segregated Facilities (Apr 2015)</td>
</tr>
<tr>
<td>52.222-25</td>
<td>Equal Opportunity (Apr 2015)</td>
</tr>
<tr>
<td>52.222-26 Alt I</td>
<td>Equal Opportunity (Apr 2015) - Alternate I (Feb 1999)</td>
</tr>
<tr>
<td>52.222-29</td>
<td>Notification of Visa Denial (Apr 2015)</td>
</tr>
<tr>
<td>52.222-50</td>
<td>Combating Trafficking in Persons (Mar 2015)</td>
</tr>
<tr>
<td>52.223-18</td>
<td>Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)</td>
</tr>
<tr>
<td>52.225-13</td>
<td>Restrictions on Certain Foreign Purchases (June 2008)</td>
</tr>
<tr>
<td>52.228-4</td>
<td>Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)</td>
</tr>
<tr>
<td>52.229-6</td>
<td>Taxes - Foreign Fixed-Price Contracts (Feb 2013)</td>
</tr>
<tr>
<td>Clause</td>
<td>Title</td>
</tr>
<tr>
<td>----------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>52.232-17</td>
<td>Interest (May 2014)</td>
</tr>
<tr>
<td>52.232-23</td>
<td>Assignment of Claims (May 2014)</td>
</tr>
<tr>
<td>52.232-23 Alt I</td>
<td>Assignment of Claims (May 2014) - Alternate I (Apr 1984)</td>
</tr>
<tr>
<td>52.232-24</td>
<td>Prohibition of Assignment of Claims (May 2014)</td>
</tr>
<tr>
<td>52.232-25</td>
<td>Prompt Payment (Jul 2013)</td>
</tr>
<tr>
<td>52.232-30</td>
<td>Installment Payments for Commercial Items (Oct 1995)</td>
</tr>
<tr>
<td>52.232-39</td>
<td>Unenforceability of Unauthorized Obligations (Jun 2013)</td>
</tr>
<tr>
<td>52.232-40</td>
<td>Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)</td>
</tr>
<tr>
<td>52.233-1</td>
<td>Disputes (May 2014)</td>
</tr>
<tr>
<td>52.233-1 Alt I</td>
<td>Disputes (May 2014) - Alternate I (Dec 1991)</td>
</tr>
<tr>
<td>52.233-3</td>
<td>Protest after Award (Aug 1996)</td>
</tr>
<tr>
<td>52.233-4</td>
<td>Applicable Law for Breach of Contract Claim (Oct 2004)</td>
</tr>
<tr>
<td>52.242-13</td>
<td>Bankruptcy (July 1995)</td>
</tr>
<tr>
<td>52.244-2</td>
<td>Subcontracts (Oct 2010)</td>
</tr>
<tr>
<td>52.244-5</td>
<td>Competition in Subcontracting (Dec 1996)</td>
</tr>
<tr>
<td>52.244-6</td>
<td>Subcontracts for Commercial Items (Nov 2016)</td>
</tr>
<tr>
<td>52.246-23</td>
<td>Limitation of Liability (Feb 1997)</td>
</tr>
<tr>
<td>52.249-2</td>
<td>Termination for Convenience of the Government (Fixed-Price) (Apr 2012)</td>
</tr>
<tr>
<td>52.253-1</td>
<td>Computer Generated Forms (Jan 1991)</td>
</tr>
</tbody>
</table>

Clauses By Full Text

**DJAR-PGD-02-02A Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems**

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.]

(End of Clause)

**DJAR-PGD-02-02B Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems**

The Department of Justice (DOJ) will no longer permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction with respect to all new employees utilized directly to perform duties on the contract. Non-U.S. citizens currently employed under this contract or commitment may continue performance unless otherwise directed by the Department of Justice. No new, replacement, or additional Non-U.S. citizens may be added to the contract without the express approval of the Department of Justice. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.]

(End of Clause)
NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS


1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV 1, the following investigative requirements must be met for each new long-term contractor employee whose background investigation (BI) process begins on or after October 27, 2005:

a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form 1-9, OMB No. 1615-0047, “Employment Eligibility Verification,” and at least one document must be a valid State or Federal government-issued picture ID);

b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;

c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:

• High Risk - Background Investigation (5 year scope)
• Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
• Low Risk - National Agency Check with Inquiries (NAC) investigation

d. The pre-appointment BI waiver requirements for all position sensitivity levels are as follows:

1) Favorable review of the security questionnaire form;
2) Favorable fingerprint results;
3) Favorable credit report, if required;
4) Waiver request memorandum, including both the Office of Personnel Management schedule date and position sensitivity/risk level; and
5) Favorable review of the National Agency Check (NAC) portion of the applicable BI that is determined by position sensitivity/risk level.

A badge may be issued following approval of the above waiver requirements.

If the NAC is not received within five days of OPM’s scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).

e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

2. Short-Term Contractor Personnel:

It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items 1a. and 1b. above. The pre-appointment waiver requirements for short-term contractors are:

a. Favorable review of the security questionnaire form;
b. Favorable fingerprint results;
c. Favorable credit report, if required;
d. Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.

A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PFV-1 identity proofing process.

For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.

a. For purposes of this policy, “intermittent” is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract;

b. Contractors requiring intermittent access should follow the Department’s escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.

c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.

d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will

epic.org EPIC-17-04-14-FBI-FOIA-20181003-Production-pt2 000039
be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.

4. If an intermittent contractor is approved for escorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.

5. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ’s BI requirements.

The DOJ’s current escorted contractor policy remains unchanged by this acquisition notice.

NOTES:
2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-1 identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
3. For contractors in position sensitivity/risk levels below level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM’s instructions, to obtain an Advance NAC Report, a Code “3” must be placed in block “B” of the “ Agency Use Only” section of the investigative form. This report is available for all case types.
5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.

(End of Clause)

DJAR-PGD-07-12  Maintaining Contractor Performance During a Pandemic or Other Emergency

Continuing Contract Performance During a Pandemic Influenza or other National Emergency

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.

With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees’ personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.
- It is the contractor’s responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification.

The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

(End of Clause)
Security of Systems and Data, Including Personally Identifiable Data

a. Systems Security
The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2649.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews, and access by the DOJ Office of the Inspector General for its reviews.

The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
4. The contractor shall log all computer-readable data extract from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FIPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work;

b. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR). If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJ CERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

c. Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

d. Pass-through of Security Requirements to Subcontractors

The requirements set forth in Paragraphs a through c above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

B. Information Resellers or Data Brokers

For contracts where the Department obtains PII from a contractor (such as an information reseller or data broker) but the contractor does not handle the data described in Section A of this guidance document, the following clause must be used:

Information Resellers or Data Brokers
Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the Department.

(End of Clause)

DJAR-PGD-08-05  Contractor Certification of Compliance with Federal Tax Requirements

Contractor Certification of Compliance with Federal Tax Requirements

By submitting a response to a solicitation or accepting a contract award, the contractor certifies that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a nonfrivolous administrative or judicial proceeding.

(End of Clause)

52.203-17  Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

52.209-9  Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments:

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by:

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for:

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.232-29 Terms for Financing of Purchases of Commercial Items (Feb 2002)

(a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government’s security under this contract.

(b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions Commercial Items.

(c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor, and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government’s rights and remedies under this clause:

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) Content of Contractor’s request for financing payment. The Contractor’s request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.
(f) **Limitation on frequency of financing payments.** Contractor financing payments shall be provided no more frequently than monthly.

(g) **Dates for payment.** A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submission of a proper request for payment.

(h) **Conflict between terms of offeror and clause.** In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.252-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

52.252-2  **Clauses Incorporated by Reference (Feb 1998)**

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


(End of clause)

52.252-4  **Alterations in Contract (Apr 1984)**

Portions of this contract are altered as follows:


(End of clause)

52.252-6  **Authorized Deviations in Clauses (Apr 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any (48 CFR [insert regulation name]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

**Section 4 - List of Attachments**
Dataminr, Inc.
DUNS: 942136942  CAGE Code: 6Q626
Status: Active
Expiration Date: 12/31/2016
Purpose of Registration: All Awards

Entity Registration

Please see below for the entity registration record. If you would like a copy of this record, please use the Print button.

Current Record

DUNS Number:
942136942
Dataminr, Inc.
(Correct)

Core Data

Business Information:

- Business Start Date: 07/17/2009
- Fiscal Year End Close Date: 12/31
- Company Overview Name:
- Company Division Name:
- Congressional UPI:
- Congressional District:
- United States Address:
- United States Address:
- City:
- State/Province:
- Country:
- Zip/Postal Code:
- Zip/Postal Code:

- Mailing Address:
- Address Line 1:
- Address Line 2:
- City:
- State/Province:
- Country:
- Zip/Postal Code:

CAGE/CAGE Code:

- CAGE: 6Q626

General Information

- Country of Incorporation: UNITED STATES
- State of Incorporation: DE

Business Types

Check the registrant's Ross & Carter, if present, under FAR 52.212-3 or FAR 52.219-1, to determine if the entity is an SBA-certified HubZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA Supplemental Pages during registration.
**Entity Structure**

- Corporate Entity (Net Tax Exempt)

**Profit Structure**

- For Profit Organization

**Entity Type**

- Business or Organization

**Purpose of Registration**

- All Awards

---

**Financial Information**

- Do you accept credit cards as a method of payment? No
- Account Details:
  - CAGE Code: 62675
- Electronic Funds Transfer:
  - Automated Clearing House (ACH):

**Executive Compensation Questions**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6.202 of P.L. 110-353, amending the Federal Funding Accountability and Transparency Act (FFAT) (10 U.S.C. 2307)

**Procedural Questions**

Registrants in the System for Award Management (SAM) respond to Procedural questions in accordance with FAR 4.204-1, FAR 4.205-8, or 2 C.F.R. 200 Appendix X-1. Their responses are not displayed in SAM. They do not affect eligible awards or the award determination.

**Information Opt-Out**

- I authorize my entity’s information to be displayed in SAM’s Public Search: Yes

**Assertions**

[Expand All] [Collapse All]

---

**Goods & Services**

**NAICS Codes Selected:**

<table>
<thead>
<tr>
<th>NAICS Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>541311</td>
<td>CUSTOM COMPUTER PROGRAMMING SERVICES</td>
</tr>
</tbody>
</table>

**PSC Codes Selected:**

<table>
<thead>
<tr>
<th>PSC Code</th>
<th>Description</th>
</tr>
</thead>
</table>

---

**Size Matters**

- World Wide

**Location (Optional):**

**EDI Information**

- Do you want to enter EDI information for your non-government entity? No

**Department Response Information**

---
I have read each of the FAR and DFARS provisions presented below. By submitting this certification, I, Patrick Ryan, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAXIS table. I understand that I may be subject to penalties if I misrepresent the data, in or any of the below representations or certifications to the Government.

READ ONLY PROVISIONS - The following FAR and DFARS provisions are provided for you to read; they do not require completion of any data. Please note that when certifying at the bottom of the page, you are also certifying that you have read each one of these provisions.

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.2207-10</td>
<td>Prohibition on Contracting with Invented Domestic Corporations</td>
</tr>
<tr>
<td>52.2207-11</td>
<td>Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items</td>
</tr>
<tr>
<td>52.2207-13</td>
<td>Compliance with Veterans Employment Reporting Requirements</td>
</tr>
<tr>
<td>52.2207-14</td>
<td>Combating Trafficking in Persons</td>
</tr>
<tr>
<td>52.2207-15</td>
<td>Certification Regarding Trafficking in Persons Compliance Plan</td>
</tr>
<tr>
<td>52.2207-16</td>
<td>Biased Product Certification</td>
</tr>
<tr>
<td>52.2207-17</td>
<td>Prohibition on Conducting Restricted Business Operations in Sedan Certification</td>
</tr>
<tr>
<td>52.2207-18</td>
<td>Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications</td>
</tr>
<tr>
<td>52.2207-19</td>
<td>Royalty Information (Alternate 1)</td>
</tr>
<tr>
<td>52.2207-20</td>
<td>Reserve Officers—Training Corps and Military Recruiting on Campus—Representation</td>
</tr>
<tr>
<td>52.2207-21</td>
<td>Representation Regarding Combating Trafficking in Persons</td>
</tr>
<tr>
<td>52.2207-22</td>
<td>Report of Intended Performance Outside the United States and Canada—Submission with Offer</td>
</tr>
<tr>
<td>52.2207-23</td>
<td>Secondary Arab Boycott of Israel</td>
</tr>
<tr>
<td>52.2207-24</td>
<td>Authorization to Perform</td>
</tr>
<tr>
<td>52.2207-25</td>
<td>Disclosure of Citizenship or Control by the Government of a Country that is a State Sponsor of Terrorism</td>
</tr>
<tr>
<td>52.2207-26</td>
<td>Tax Exemptions (Country) - Representation</td>
</tr>
<tr>
<td>52.2207-27</td>
<td>Tax Exemptions (Foreign) - Representation</td>
</tr>
<tr>
<td>52.2207-28</td>
<td>Special Construction and Equipment Charges</td>
</tr>
<tr>
<td>52.2207-29</td>
<td>Transportation of Supplies by Sea (Alternate 1, 2)</td>
</tr>
</tbody>
</table>

The FAR and DFARS provisions shown below have been populated based on data you provided earlier in your registration. Please open and review each provision before you proceed from this page. If you need to correct any data, a link will be provided to the relevant page for editing.

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.2207</td>
<td>Certificates of Independent Price Determination</td>
</tr>
<tr>
<td>52.2207-40</td>
<td>Taxpayer Identification</td>
</tr>
<tr>
<td>52.2207-45</td>
<td>Women-Owned Business (Other Than Small Business)</td>
</tr>
</tbody>
</table>
FAR 52.204-12, Ownership or Control of Offeror

FAR 52.209-7, Prohibition on Contracting with Invented Domestic Corporations—Representation

FAR 52.209-5, Certification Regarding Responsibility Matters.

FAR 52.212-3, Offeror Representatives and Certifications—Commercial Items (Alternate I)

This NAICS for which you are identified as small are shown in the table below, and serves to complete the representation in FAR 52.212-3(c)(1).

You are certifying to all of the NAICS in the table so please review it in its entirety. These Y/N answers are located in the "Small Business?" column where a "Y" indicates "Small" and "N" indicates "Other than Small". This status is derived from the SBA's size standards.

The NAICS shown are those you have entered. You may click the "View More" button to see your entity's size status for any existing NAICS.

FAR 52.204-14, Place of Performance-Deemed Bidder

FAR 52.204-4, Place of Performance

FAR 52.222-31, Small Business Program Representations (Alternate I)

The NAICS for which you are identified as small are shown in the table below, and serves to complete the representation in FAR 52.219-1(b)(7).

You are certifying to all of the NAICS in the table so please review it in its entirety. These Y/N answers are located in the "Small Business?" column where a "Y" indicates "Small" and "N" indicates "Other than Small". This status is derived from the SBA's size standards.

The NAICS shown are those you have entered. You may click the "View More" button to see your entity's size status for any existing NAICS.

FAR 52.219-1, Equal Opportunity

FAR 52.216-1, Certification Regarding Knowledge of Child Labor for Listed End Products

FAR 52.212-31, Previous Contracts and Compliance Reports

FAR 52.202-1, Affirmative Action Plan

FAR 52.222-49, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification

FAR 52.222-56, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification

FAR 52.222-59, Recovered Material Certification

FAR 52.222-5, Reference of Percentage of Recovered Material Content for EPA-Designated Barks (Alternate I)

FAR 52.222-6, Buy American Certificate

FAR 52.222-6, Buy American-HUD Trade Agreements-Israel Trade Act Certificate

FAR 52.222-6, Trade Agreements Certificate

FAR 52.274-2, Historically Black College or University and Minority Institutions Representation

FAR 52.222-15, Representation of Limited Rights Data and Restricted Computer Software

DFARS 223.407-202, Disclosure of Ownership or Control by a Foreign Government

DFARS 223.308-202, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government—Representation

DFARS 204.72-202, Buy American—Balance of Payments Program Certificate

DFARS 204.72-202, Trade Agreements Certificate
Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.