

EPIC v. CBP, No. 14-cv-01217-RBW
Plaintiff's Combined Opposition to Defendant's Motion for Summary Judgment and
Cross-Motion for Summary Judgment

Exhibit 3

AFI Data Source

Ranking Results

Rank	Name	Acronym	Points (Raw score)
1	(b) (7)(E)	(b) (7)(E)	
2			
3			
4			
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Rank	Name	Acronym	Points (Raw score)
34	(b) (7)(E)	(b) (7)(E)	
35			
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41			
42			
43			
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Rank	Name	Acronym	Points (Raw score)
68	(b) (7)(E)	(b) (7)(E)	
69			
70			
71			
72			
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75			
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AFI Data Sources

The following data sources are currently (b) (7)(E) and (b) (7)(E) searches. They are (b) (7)(E) as (b) (7)(E) from AFI (b) (7)(E).

Source	Description of Data	Estimated (b) (7)(E)
(b) (7)(E)	(b) (7)(E)	(b) (7)(E)
		(b) (7)(E)
		(b) (7)(E)
		(b) (7)(E)

AFI Data Sources

Data Sources within AFI can be (b) (7)(E) in any of the (b) (7)(E) search modules: (b) (7)(E)

Source	Description of Data	AFI Module
AFI IntelView	Intelligence Products published within AFI	(b) (7)(E)
AFI Projects	Projects created within the collaboration space of AFI. Projects and project attachments can be searched	(b) (7)(E)
AFI RFIs	Requests for Information submitted within AFI	(b) (7)(E)
I-94 Data	Arrival and Departure records from TECS	(b) (7)(E)
(b) (7)(E)	[REDACTED]	[REDACTED]
CCD	Records from the Department of States Consular Consolidated Database (CCD)	(b) (7)(E)
(b) (7)	[REDACTED] records from the [REDACTED]	(b) (7)(E)
CMIR	Currency or Monetary Instruments Reports (CMIRs) from TECS	(b) (7)(E)
ESTA	Records of travel authorization for Visa Waiver Participants within the Electronic System for Travel Authorization (ESTA)	(b) (7)(E)
(b) (7)(E)	[REDACTED] AFI searches the [REDACTED]	(b) (7)(E)
(b) (7)(E)	[REDACTED] records from the [REDACTED]	(b) (7)(E)
NSEERS	Legacy data from the National Security Entry Exit Registration System (NSEERS)	(b) (7)(E)
SEACATS	Search, Arrest and Seizure Incident Reports from the Seized Assets and Case Tracking System(SEACATS)	(b) (7)(E)
(b) (7)(E)	[REDACTED]	[REDACTED]
(b) (7)(E)	[REDACTED]	[REDACTED]

Source	Description of Data	AFI Module
Query		
Primary Vehicle Query	Vehicle Crossing query Records from TECS.	(b) (7)(E)
Air Secondary Referrals (IO25)	Records from passengers traveling by air and sea who are referred to secondary inspection	(b) (7)(E)
Immigration & Pedestrian Secondary Referrals (IO95)	Records from travelers who are referred and processed in secondary for immigration referrals. AND Records from pedestrian travelers who are referred and processed in secondary	(b) (7)(E)
Land Secondary Referrals (IO04)	Records from land passengers traveling by land who are referred and processed in secondary	(b) (7)(E)
SEVIS	Student and Exchange Visitor Records only from SEVIS	(b) (7)(E)
Targeting Framework	Includes targeting framework cases, case activities and attachments. This [REDACTED]	(b) (7)(E)
TECS Intel Reports	MOIRs, FIRs, Intel Alerts, CF-320 Reports, Intelligence Studies and other intelligence products stored in TECS.	(b) (7)(E)
Visa Data	Visa applicant records from the Department of State stored in TECS.	(b) (7)(E)

Prior to Training

1. Secure a training room for 3 day's
2. Check Computers for Minimum Requirements (ASAP if off site)
 - a. (b) (7)(E) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
 - d. Instructor station with projector or TV
3. Work with regional POC's to determine possible attendee list
4. Send out initial invite to list of possible attendee's.
 - a. This initial list can include more than the training room capacity as long as you mention that the class will be filled with the first _# that reply.
5. Send out email for AFI User Registration (1 weeks out)
6. Provision Users (1-2 business days before training)
7. Review Training Materials for any updates or changes (1-4 days before training)
8. Create Training Folders, Agenda, and Sign in Sheet (1-2 business days before - see below)

Training Day Materials Check List

- Sign In Sheet
- Agenda (for trainer)
- Training Manual
- Folder (one for each participant)**
 - Training Practical Exercises
 - 2 Quick Reference Cards
 - Feedback Form
 - Agenda

AFI Access Pre-Training Check List

1. Send (b) (7)(E) mailbox your training dates (2-3 weeks before training).
2. Request (b) (7)(E) user role in AFI for yourself or the person(s) designated by your (b) (7)(E).
 - a. This is a new user role as of 7-20-13 (previously the (b) (7)(E)). If you had the (b) (7)(E) prior to 7-20-13 (b) (7)(E) you have been given the new (b) (7)(E) user role.
3. Send out an email to training participants with instructions on how to request AFI Access (1-2 weeks before training).
4. Send (b) (7)(E) mailbox the list of training participants with their training date and (b) (7)(E) (1 week before training).
5. Approve training participant's AFI access requests (3 business days before training or as they are received).
6. AFI team provisions users (1-2 business days before training).

Training Day – Before Participants Arrive

1. Arrive at least 1 hour ahead of class time.
2. Organize instructor materials
3. Make sure the room is set up properly
4. Check equipment (Monitor or computer projection system). Test to see if AFI and Palantir Loads on the instructors computer. Arrange for technical assistance to be available during training in the event of equipment malfunction.
5. Make sure there are no hazards such as electrical cords in the way.
6. Place participant supplies and materials at tables.
7. Locate restrooms, break, and lunch facilities if necessary.
8. Be prepared to greet participants as they enter

Training Day – After Participants Arrive

1. Greet participants as they enter and converse with some of the participants before class begins
2. Review your introduction to the class as you warm up.
3. Introduce yourself and any local guest that might be present.
4. Pass out the sign-in sheet to the class
5. Advise Participants of administrative matters, location of restrooms, and any other announcements.
6. Ask participants to go around the room and introduce themselves. This will help you to learn some of their names and possibly get a better understanding of what they do.

Training Day – During Training

1. Go over training materials (Practical Exercises, Quick Reference Card(s), and Feedback Form)
2. Remind students that this is a live system and that all policies pertaining to CBP systems apply here. (So don't search AFI for yourself, a famous person, your neighbor, etc.)
3. Explain "parking lot" concept.
4. Take regular breaks - monitor participants body language to determine if an unscheduled break is necessary.

After Training Day

1. Evaluate participant feedback form for changes that need to be made to subsequent course deliveries.
2. Forward Class feedback and questions, including "parking lot" issues to AFI Feedback mailbox. (b) (7)(E)
3. Conduct any necessary follow-up work:
 - a. Respond to unanswered questions.
 - b. Provide promised materials to participants.
4. Thank Speakers or any invited guests.
5. Organize all paperwork corresponding to this training for future reference.

Meeting Description/Purpose: AFI Requirements-Development – Begin 2.0 and beyond planning			
Date: 03/23/2011	Time: 1030-1130	Location: (b) (7)(E)	
Dial-in Phone Number: N/A		Dial-in Access Code: N/A	
Scribe: (b) (6), (b) (7)(C)	Chair: (b) (6), (b) (7)(C)	Facilitator: (b) (6), (b) (7)(C)	

Distribution and Attendee List:

A = attendees present; **T** = present via teleconference; **C** = cannot attend; **G** = invited guest; **D** = distribution only;

A	(b) (6), (b) (7)(C)						

Meeting Agenda:

No.	Agenda Item Name and Purpose	Presented By	Scheduled Time	Actual Time
1.	Review (b) (7)(E) Search/Report Structure	(b) (6), (b) (7)(C)		20 min
2.	Overview of GIS Capabilities in AFI 1.5			20 min
3.	(b) (7)(E) Access?			10 min
4.	Meeting Wrap Up			10 min
TOTAL TIME:				60 min

Read Ahead Material/Attachments:

No.	Read Ahead Material/Attachments or Reference Location
1.	None
2.	

Action Items:

No.	Create Date	Action Item	Assigned	Planned Close Date	Actual Close Date	Status
1.	03/23/11	Get answer to (b) (7)(E) Report billing question	(b) (6), (b) (7)(C)	03/30/11		Pending answer from (b) (7)(E)

Agenda Item Summary:

- Discuss (b) (7)(E) Access
 - Many of the (b) (7)(E) sources provide separate Search and Report functions
 - The Search function supports querying on many fields but only returns summary information and a (b) (7)(E) specific key for the Report details.

- The Report function can only be queried with the (b) (7)(E) specific key and returns that specific report.

- (b) (5) [REDACTED]
- (b) (6), (b) (7)(C) has already asked (b) (7)(E) about the billing ramifications and is waiting for an answer

2. Demo of geospatial implementation in (b) (7)(E)

- Demo of (b) (7)(E)
 - (b) (7)(E) – this is a nice feature.
 - (b) (7)(E)
 - (b) (5)
- Demo (b) (7)(E) into the Tools menu
 - (b) (7)(E)
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

3. (b) (6), (b) (7)(C), (b) (7)(E) [REDACTED]

- 4. The BRT will research the status of the (b) (7)(E) data sources and integration requirements
- 5. The BRT will continue to identify geospatial information, sources, and requirements for future releases

Next Meeting:

Agenda for next meeting:

Version 2.0 priorities

Date: 03/30/2011

Time: 14:00 – 16:00 Hrs.

Location: (b) (7)(E) [REDACTED]

Facilitator: (b) (6), (b) (7)(C)

Scribe: (b) (6), (b) (7)(C)

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

1. DATE OF ORDER 08/16/2010	2. CONTRACT NO. (if any) HSHQDC07D00021	6. SHIP TO:		
3. ORDER NO. HSBP1010J00572		4. REQUISITION/REFERENCE NO. 0020053319		
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection CBP, Procurement Directorate Intech Two, Suite 100 6650 Telecom Drive Indianapolis IN 46278		a. NAME OF CONSIGNEE See Attached Delivery Schedule		
		b. STREET ADDRESS		
		c. CITY	d. STATE	e. ZIP CODE
		f. SHIP VIA		
7. TO:		8. TYPE OF ORDER		
a. NAME OF CONTRACTOR COMPUTER WORLD SERVICES CORP		<input type="checkbox"/> a. PURCHASE - Reference Your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
b. COMPANY NAME		<input checked="" type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
c. STREET ADDRESS 1100 G STREET NW, STE 625		10. REQUISITIONING OFFICE (b) (6)		
d. CITY WASHINGTON	e. STATE DC	f. ZIP CODE 20001		
9. ACCOUNTING AND APPROPRIATION DATA				
CONTRACTOR TIN: (b)(3); (b)(4)				
12. F.O.B. POINT Destination		11. BUSINESS CLASSIFICATION (Check appropriate box(es))		
		<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input checked="" type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 09/30/2010	16. DISCOUNT TERMS Net 30
a. INSPECTION	b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accept
10	(b) (7)(E) 13,000 - AFIL/N	1,000	AU		(b) (4)	
20	(b) (7)(E) 4,000 - AFIL/N	1,000	AU			
30	(b) (7)(E) 13,000 - AFIL/N	1,000	AU			
40	(b) (7)(E) 1000 hits/mo-AFIL/N	1,000	AU			
50	(b) (7)(E) 1000 hits/mo-AFIL/N	1,000	AU			
60	(b) (7)(E) 1000/mo-AFIL/N	1,000	AU			
70	(b) (7)(E) 1000/mo-AFIL/N	1,000	AU			

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		TOT. (Cont. pages)
21. MAIL INVOICE TO:				
SEE BILLING	a. NAME DHS - Customs & Border Protection	National Finance Center		(b) (4)
INSTRUCTIONS	b. STREET ADDRESS (or P.O. Box) PO Box 68908			17(i) GRAND TOTAL
REVERSE	c. CITY Indianapolis	d. STATE IN	e. ZIP CODE 46268	

22. UNITED STATES OF AMERICA BY (b) (6)	23. NAME (Typed) SUSAN E. HARGETT-EVANS TITLE: CONTRACTING/ORDERING OFFICER
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ORDER FOR SUPPLIES OR SERVICES

Schedule - Continuation

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

1. DATE OF ORDER
08/16/2010

2. CONTRACT NO. (if any)
HSHQDC07D00021

3. ORDER NO.
HSBP1010J00572

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acpt		
80	(b) (7)(E) -1000/mo-AFI L/N	1.000	AU	(b) (4)	(b) (4)			
90	(b) (7)(E) -1000/mo-AFI L/N	1.000	AU					
100	(b) (7)(E) -1000/mo-AFI L/N	1.000	AU					
110	Lexis.com Flat Rate - AFI/LN	1.000	AU					

DATE OF ORDER 08/16/2010	CONTRACT NO. (if any) HSHQDC07D00021	ORDER NO. HSBP1010J00572	PAGE 3	OF PAGES 5
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Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

The purpose of this delivery order is to provide line items 00010 through 00110 per the terms and conditions of DHS FirstSource Contract No. HSHQDC-07-D-00021.

Reference FedBid Bid No. 8335616 for Buy No. 197919_04 dated 8/2/10.

The period of performance is from September 29, 2010 to September 30, 2011.

The Order Number (Block 3) shall be referenced on the invoice.

Send invoice to the address in Block 21 or e-mail to cbpinvoices@dhs.gov and to: Office of Intelligence, Attn: (b) (6), Dir. Intel Advanced Analytics Advanced Analysis, Intel Systems Office of Intelligence Operations Coordination, U.S. Customs and Border Protection, Department of Homeland Security, 5971 Kingstowne Village Pkwy, Ste 500F, Alexandria, VA 20598, Ph. (b) (6) and to: (b) (6), Budget Officer, U.S. Customs and Border Protection, Office of Intelligence and Operations Coordination Mission Support Division, 1300 Pennsylvania Avenue, NW, Ste 7.2A#9, Washington DC 20229, (b) (6), Ph. (b) (6)

CBP Delivery Site Point of Contact: (b) (6)

Contract Specialist: (b) (6)

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
 FOR
 DELIVERY ORDER: HSBP1010J00572**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	(b) (7)(E) 13,000 - AFI L/N	1.000	AU	(b)	(4)
20	(b) (7)(E) 4,000 - AFI/LN	1.000	AU		
30	(b) (7)(E) 13,000 - AFI L/N	1.000	AU		
40	(b) (7)(E) -1000 hits/mo-AFI L/N	1.000	AU		
50	(b) (7)(E) -1000 hits/mo-AFI L/N	1.000	AU		
60	(b) (7)(E) -1000/mo-AFI L/N	1.000	AU		
70	(b) (7)(E) -1000/mo-AFI L/N	1.000	AU		
80	(b) (7)(E) -1000/mo-AFI L/N	1.000	AU		
90	(b) (7)(E) -1000/mo-AFI L/N	1.000	AU		
100	(b) (7)(E) -1000/mo-AFI L/N	1.000	AU		
110	Lexis.com Flat Rate (GOVLAW & WGVLAW) For 3 user IDs- AFI/LN #9001GT	1.000	AU		

Total Funded Value of Award:

\$516,628.56

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0925030400Z00010400HQ01 400022525	(b) (4)
20	6100.2525USCSGLCS0925030400Z00010400HQ01 400022525	
30	6100.2525USCSGLCS0925030400Z00010400HQ01 400022525	
40	6100.2525USCSGLCS0925030400Z00010400HQ01 400022525	
50	6100.2525USCSGLCS0925030400Z00010400HQ01 400022525	
60	6100.2525USCSGLCS0925030400Z00010400HQ01 400022525	
70	6100.2525USCSGLCS0925030400Z00010400HQ01 400022525	
80	6100.2525USCSGLCS0925030400Z00010400HQ01 400022525	
90	6100.2525USCSGLCS0925030400Z00010400HQ01 400022525	
100	6100.2525USCSGLCS0925030400Z00010400HQ01 400022525	
110	6100.2525USCSGLCS0925030400Z00010400HQ01 400022525	

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 5971 Kingstown Village Parkway Alexandria, VA 22315	10	1.000	09/30/2010
	20	1.000	09/30/2010
	30	1.000	09/30/2010
	40	1.000	09/30/2010

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
	50	1.000	09/30/2010
	60	1.000	09/30/2010
	70	1.000	09/30/2010
	80	1.000	09/30/2010
	90	1.000	09/30/2010
	100	1.000	09/30/2010
	110	1.000	09/30/2010

ORDER FOR SUPPLIES OR SERVICES						PAGE OF PAGES	
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						1 3	
1. DATE OF ORDER 12/29/12		2. CONTRACT NO. (if any) HSHQDC07D00020		6. SHIP TO:			
3. ORDER NO. HSBP1012J00087		4. REQUISITION/REFERENCE NO. 0020067224		a. NAME OF CONSIGNEE See Attached Delivery Schedule			
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Customs and Border Protection 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229				b. STREET ADDRESS		c. CITY	
				d. STATE		e. ZIP CODE	
				f. SHIP VIA			
7. TO:				8. TYPE OF ORDER			
a. NAME OF CONTRACTOR ALL POINTS LOGISTICS INC				<input type="checkbox"/> a. PURCHASE -- Reference Your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above- numbered contract.	
b. COMPANY NAME							
c. STREET ADDRESS 4901 CORPORATE DR NW STE G							
d. CITY HUNTSVILLE		e. STATE AL	f. ZIP CODE 35805-6219		10. REQUISITIONING OFFICE (b) (6)		
9. ACCOUNTING AND APPROPRIATION DATA 6100.2574USCSGLCS0923060000Z00012400HQ0104010300							
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)						12. F.O.B. POINT Destination	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS	
a. INSPECTION DESTINATION	b. ACCEPTANCE DESTINATION			01/20/12		Net 30	
17. SCHEDULE (See reverse for Rejections)							
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accept	
10	(b) (7)(E) 13,000	1.000	AU	(b) (4)			
20	(b) (7)(E) 4,000	1.000	AU				
30	(b) (7)(E) 13,000	1.000	AU				
40	(b) (7)(E) 1,000	1.000	AU				
50	(b) (7)(E) 1,000	1.000	AU				
60	(b) (7)(E) 1,000	1.000	AU				
70	(b) (7)(E) 1,000	1.000	AU				
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.			
SEE BILLING		21. MAIL INVOICE TO:				(b) (4) ◀ 17(h)TOT. (Cont. pages)	
INSTRUCTIONS		a. NAME DHS - Customs & Border Protection National Finance Center					
REVERSE		b. STREET ADDRESS (or P.O. Box) PO Box 68908				\$424,903.18 ◀ 17(i) GRAND TOTAL	
		c. CITY Indianapolis		d. STATE IN	e. ZIP CODE 46268		
22. UNITED STATES OF AMERICA BY (Signature) ▷ (b) (6)				23. NAME (Typed) HERMAN SHIVERS TITLE: CONTRACTING/ORDERING OFFICER			

ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation

PAGE OF PAGES

2 3

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

1. DATE OF ORDER 12/29/12	2. CONTRACT NO. (if any) HSHQDC07D00020	3. ORDER NO. HSBP1012J00087
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17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acct
80	(b) (7)(E) 1,000	1,000	AU		(b) (4)	
90	(b) (7)(E) 1,000	1,000	AU		(b) (4)	

DATE OF ORDER 12/29/12	CONTRACT NO. (if any) HSHQDC07D00020	ORDER NO. HSBP1012J00087	PAGE OF PAGES 3 3
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Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

The firm fixed price delivery order, HSBP1012J00087 is issued against the Department of Homeland Security contract HSHQDC-07-D-00020 for Renewal of Database Access & Search Tools in accordance with the attached Bill of Materials.

The period of performance is 01/01/2012 through 12/31/2012. Delivery is required on or before 01/20/2012.

Reference: All Points Logistics, Inc bid#13786844 for buy#312822 on Fedbid issued by (b) (6).

The technical point of contact for this order is: (b) (6)

The contracting point of contact is: Herman T. Shivers at (b) (6)

See attached Bill of Materials for details.

Please submit all invoices to each of the following:

Cbpinvoices@dhs.gov

(b) (6)

DHS – Customs and Border Protection
National Finance Center
(Address in Section 21 of this delivery order)

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1012J00087**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	(b) (7)(E) 13,000	1.000	AU	(b) (4)	(4)
20	(b) (7)(E) 4,000	1.000	AU		
30	(b) (7)(E) 13,000	1.000	AU		
40	(b) (7)(E) 1,000	1.000	AU		
50	(b) (7)(E) 1,000	1.000	AU		
60	(b) (7)(E) 1,000	1.000	AU		
70	(b) (7)(E) 1,000	1.000	AU		
80	(b) (7)(E) 1,000	1.000	AU		
90	(b) (7)(E) 1,000	1.000	AU		

Total Funded Value of Award:

\$424,903.18

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2574USCSGLCS0923060000Z00012400HQ0104010300 IU5012574	(b) (4)
20	6100.2574USCSGLCS0923060000Z00012400HQ0104010300 IU5012574	
30	6100.2574USCSGLCS0923060000Z00012400HQ0104010300 IU5012574	
40	6100.2574USCSGLCS0923060000Z00012400HQ0104010300 IU5012574	
50	6100.2574USCSGLCS0923060000Z00012400HQ0104010300 IU5012574	
60	6100.2574USCSGLCS0923060000Z00012400HQ0104010300 IU5012574	
70	6100.2574USCSGLCS0923060000Z00012400HQ0104010300 IU5012574	
80	6100.2574USCSGLCS0923060000Z00012400HQ0104010300 IU5012574	
90	6100.2574USCSGLCS0923060000Z00012400HQ0104010300 IU5012574	

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 5971 Kingstown Village Parkway Alexandria, VA 22315	10	1.000	12/30/2011
	20	1.000	12/30/2011
	30	1.000	12/30/2011
	40	1.000	12/30/2011
	50	1.000	12/30/2011
	60	1.000	12/30/2011
	70	1.000	12/30/2011
	80	1.000	12/30/2011
	90	1.000	12/30/2011

I.4 LIMITATION OF GOVERNMENT'S OBLIGATION DURING A CONTINUING RESOLUTION (SEP 2011) (HSAM DEVIATION)

The following information must be included in a contract or order when incremental funding of fixed price, Time and Materials and Labor Hours contracts is authorized when the component is operating under a CR. Contract line item(s) listed below are incrementally funded or fully funded as shown in the below table. For these item(s), the sum of \$ [Insert after Negotiation] of the total price is presently available for payment and allotted to this contract. This funding will be available for each contract action that provides additional funds, if any.

INSERT TABLE HERE

- (b) For item(s) identified in paragraph (a) as not fully funded, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement of authorized termination costs in the event of termination of those item(s) for the Government's convenience, does not exceed the total amount currently allotted to the items not fully funded under the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The total amount payable by the Government in the event of such termination of those contract line item(s) identified in paragraph (a) above includes costs, profit, and estimated/negotiated termination settlement costs for those item(s). The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the line items of the contract regardless of anything to the contrary in any other clause, such as the clause entitled "Termination for Convenience of the Government" or paragraph (l) entitled "Termination for the Government's Convenience" of the clause at FAR 52.212-4, "Commercial Terms and Conditions-Commercial Items."
- (c) Notwithstanding paragraph (i) of this requirement, the Contractor will notify the Contracting Officer in writing at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this contract. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract authorizing termination for the convenience of the government, such as the clause entitled "Termination for Convenience of the Government" or paragraph (l) entitled "Termination for the Government's Convenience" of the clause at FAR 52.212-4, "Commercial Terms and Conditions-Commercial Items."
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a), the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a).
- (f) The termination provisions of paragraphs (a) through (i) do not limit the rights of the Government under the clause entitled "Default" or "Termination for Cause." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a). This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government" or paragraph (l) entitled "Termination for the Government's Convenience" of the clause at FAR 52.212-4, "Commercial Terms and Conditions-Commercial Items."
- (h) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (i) The parties contemplate that the Government will allot funds to this contract from time to time as the need arises and as funds become available. There is no fixed schedule for providing additional funds.

(End of Clause)

I.5 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (SEP 2011)

- 1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of

submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:

- a. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
 - b. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
 - c. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self certification, by public records check, or other reference checks conducted in the normal course of business.
2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Clause]

I.6 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

ORDER FOR SUPPLIES OR SERVICES

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

1 3

1. DATE OF ORDER 12/19/2012		2. CONTRACT NO. (if any) HSHQDC-12-D-00022		6. SHIP TO:	
3. ORDER NO. HSBP1013J00065		4. REQUISITION/REFERENCE NO. 0020072259		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Customs and Border Protection 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229				b. STREET ADDRESS	
		c. CITY	d. STATE	e. ZIP CODE	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR AKIRA TECHNOLOGIES INC		b. COMPANY NAME (b) (6)		8. TYPE OF ORDER	
c. STREET ADDRESS 10 G ST NE STE 710		d. CITY WASHINGTON		e. STATE DC	
f. ZIP CODE 20002-4288		10. REQUISITIONING OFFICE TASPO		<input type="checkbox"/> a. PURCHASE -- Reference Your . Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. <input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA				11. BUSINESS CLASSIFICATION (Check appropriate box(es))	
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)				12. F.O.B. POINT Not applicable	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 01/01/2013	
a. INSPECTION DESTINATION	b. ACCEPTANCE DESTINATION			16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acpt
10	(b) (7)(E) 3,000	1.000	AU		(b) (4)	
20	(b) (7)(E) 4,000	1.000	AU			
30	(b) (7)(E) 13,000	1.000	AU			
40	(b) (7)(E) 1,000	1.000	AU			
50	(b) (7)(E) 1,000	1.000	AU			
60	(b) (7)(E) 1,000	1.000	AU			
70	(b) (7)(E) 1,000	1.000	AU			

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h)TOT. (Cont. pages)	
21. MAIL INVOICE TO:						(b) (4)	
SEE BILLING		a. NAME DHS - Customs & Border Protection		National Finance Center			
INSTRUCTIONS		b. STREET ADDRESS (or P.O. Box)		x 68908			
REVERSE		c. CITY Indianapolis		STATE IN		e. ZIP CODE 46268	
22. UNITED STATES OF AMERICA BY (Signature)		(b) (6)		23. NAME (Typed) ROBERT ABOOD		17(i) GRAND TOTAL \$411,388.35	
				TITLE: CONTRACTING/ORDERING OFFICER			

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Previous edition not usable

EPIC v. CBP, No. 14-1217, Exhibit 3

000025

OPTIONAL FORM 347 (REV. 5/2011)

Prescribed by GSA/FAR 48 CFR 53.213 (f)

Plaintiff's Cross-Motion
for Summary Judgment

ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation

PAGE OF PAGES
 2 3

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

1. DATE OF ORDER
 12/19/2012

2. CONTRACT NO. (if any)
 HSHQDC-12-D-00022

3. ORDER NO.
 HSBP1013J00065

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acpt
80	(b) (7)(E) 000	1.000	AU		(b) (4)	
90	000	1.000	AU		(b) (4)	

DATE OF ORDER 12/19/2012	CONTRACT NO. (if any) HSHQDC-12-D-00022	ORDER NO. HSBP1013J00065	PAGE OF PAGES 3 3
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Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

The firm fixed price delivery order, HSBP1013J00065 is issued against the Department of Homeland Security contract HSHQDC-12-D-00022 for the Renewal of Database Access and Search Tools as described in the Statement of Work.

The period of performance is 01/01/2013 through 12/31/2013. Delivery is required on or before 01/01/2013.

Reference Akira Technologies Inc. Bid# 19369050 / Buy# 438842_01 on FedBid issued by (b) (6)

The Technical Point of Contact for this order is: (b) (6)

The Contracting Point of contact is: (b) (6)

See attached Statement of Work for details.

Please submit all invoices to each of the following:

cbpinvoices@dhs.gov

(b) (6)

DHS - Customs and Border Protection
National Finance Center
(Address in Section 21 of this Delivery Order)

OPTIONAL FORM 347 (REV. 5/2011)

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1013J00065**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	(b) (7)(E) 13,000	1.000	AU	(b) (4)	(4)
20	(b) (7)(E) 4,000	1.000	AU		
30	(b) (7)(E) 13,000	1.000	AU		
40	(b) (7)(E) 1,000	1.000	AU		
50	(b) (7)(E) 1,000	1.000	AU		
60	(b) (7)(E) 1,000	1.000	AU		
70	(b) (7)(E) 1,000	1.000	AU		
80	(b) (7)(E) 1,000	1.000	AU		
90	(b) (7)(E) 1,000	1.000	AU		

Total Funded Value of Award:

\$411,388.35

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2574USCSGLCS0923060000Z00013400HQ011402AC00 IU5442574	(b) (4)
20	6100.2574USCSGLCS0923060000Z00013400HQ011402AC00 IU5442574	
30	6100.2574USCSGLCS0923060000Z00013400HQ011402AC00 IU5442574	
40	6100.2574USCSGLCS0923060000Z00013400HQ011402AC00 IU5442574	
50	6100.2574USCSGLCS0923060000Z00013400HQ011402AC00 IU5442574	
60	6100.2574USCSGLCS0923060000Z00013400HQ011402AC00 IU5442574	
70	6100.2574USCSGLCS0923060000Z00013400HQ011402AC00 IU5442574	
80	6100.2574USCSGLCS0923060000Z00013400HQ011402AC00 IU5442574	
90	6100.2574USCSGLCS0923060000Z00013400HQ011402AC00 IU5442574	

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 5971 Kingstown Village Parkway Alexandria, VA 22315	10	1.000	01/01/2013
	20	1.000	01/01/2013
	30	1.000	01/01/2013
	40	1.000	01/01/2013
	50	1.000	01/01/2013
	60	1.000	01/01/2013
	70	1.000	01/01/2013
	80	1.000	01/01/2013
	90	1.000	01/01/2013

I.4 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.

(End of Clause)

I.5 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum *M-12-16, Providing Prompt Payment to Small Business Subcontractors*, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

I.6 PAYMENT AND INVOICE INSTRUCTIONS (FEB 2012)

In order to request contract payment, the contractor shall submit a proper invoice, as defined by Federal Acquisition Regulation (FAR) 2.101 for payment in the manner and format described below.

SUBMISSION OF INVOICES

(a) The contractor shall submit an original invoice/voucher, via postal mail or electronic mail (email), simultaneously to the following:

- (1) National Finance Center (NFC)

DHS/U.S. Customs and Border Protection
National Finance Center/Commercial Accounts
PO Box 68908
Indianapolis, Indiana 46268

OR email: cbpinvoices@dhs.gov

NOTE: For invoices with payment terms less than net 30, the subject line for all emailed invoices to the NFC must include the following text: "Per CBP, Net [state # days] Invoice".

- (2) Contracting Officer or Contract Administrator (CO or CA) *[fill in at time of award]*

DHS/U.S. Customs and Border Protection
Attention: Robert F. Abood

OR email: (b) (6)

- (3) Contracting Officer's Representative (COR) *[fill in at time of award]*

DHS/U.S. Customs and Border Protection
Attention: (b) (6)

OR email: (b) (6)

- (b) The contractor shall submit a copy of the original invoice/voucher for all DHS cost-reimbursement and time and material/labor hour contracts and delivery orders to the branch manager/resident auditor of the cognizant Defense Contract Audit Agency (DCAA) Field Audit Office. Copies may be sent to DCAA, via postal mail or email and must be sent at the same time the invoice/voucher is sent to the NFC, CO and COR. The CO shall provide the following information:

DCAA Field Office
Attention:

Phone:

Email:

- (c) In accordance with FAR 32.904(b), the CO, in conjunction with the COR and NFC, will determine whether the invoice is proper or improper within seven (7) days of receipt. Improper invoices will be returned to the contractor within seven (7) days of receipt.

INVOICE REVIEW AND APPROVAL REQUIREMENTS

- (a) To constitute a proper invoice, invoices shall include, at a minimum, all the items required in FAR 32.905.

- (1) The minimum requirements are:

- i. Name and address of the contractor.
- ii. Invoice date and invoice number.
- iii. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- iv. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- v. Shipping and payment terms (e.g. shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

- vi. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - vii. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - viii. Taxpayer identification number (TIN).
 - ix. Electronic funds transfer (EFT) banking information.
 - x. Any other information or documentation required by the contract (e.g. evidence of shipment).
- (2) For cost reimbursement or time and material contracts (other than a contract for a commercial item), the contractor shall bill and maintain a record of indirect costs in accordance with FAR 52.216-7(d).
- (b) Supplemental documentation required for review and approval of invoices, at the written direction of the contracting officer, may be submitted directly to either the contracting officer, or the contracting officer's representative. Contractors shall submit all supplemental invoice documentation along with the original invoice.
- (c) Invoices that fail to provide the information required by the Prompt Payment clause (FAR 52.232-25) may be rejected by the Government and returned to the contractor.

ADDITIONAL INVOICE REQUIREMENTS

In addition to the invoice requirements contained in FAR 32.905 and FAR 52.216-7, the following also applies:

- (1) Invoices must include the following information to support all costs claimed:
 - i. Period of performance for the costs claimed;
 - ii. Current amounts for each CLIN, if applicable;
 - iii. Current direct and indirect incurred costs, including fee;
 - iv. Cumulative amounts for each CLIN; and
 - v. Statement signed by an authorized company representative certifying that the costs in the invoice are accurate and complete.
- (2) The Government reserves the right to make invoice adjustments if associated costs are determined to be unallowable.

[End of Clause]

I.7 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (SEP 2011)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:
 - a. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
 - b. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
 - c. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self certification, by public records check, or other reference checks conducted in the normal course of business.

2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Clause]

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 3

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

1. DATE OF ORDER 12/27/2013		2. CONTRACT NO. (if any) HSHQDC-13-D-00012		6. SHIP TO:	
3. ORDER NO. HSBP1014J00039		4. REQUISITION/REFERENCE NO. 0020077614		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Customs and Border Protection 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229				b. STREET ADDRESS	
		c. CITY	d. STATE	e. ZIP CODE	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR PAN AMERICA COMPUTERS INC			8. TYPE OF ORDER		
b. COMPANY NAME			<input type="checkbox"/> a. PURCHASE -- Reference Your . Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
c. STREET ADDRESS 205 EAST MAIN ST STE 2			<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY FRONT ROYAL		e. STATE VA	f. ZIP CODE 22630		
9. ACCOUNTING AND APPROPRIATION DATA SEE ATTACHED				10. REQUISITIONING OFFICE (b) (6)	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input checked="" type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	Destination	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	<input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)				

13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS	
a. INSPECTION	b. ACCEPTANCE			01/01/2014		Net 30	

17. SCHEDULE (See reverse for Rejections)							
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acpt	
10	(b) (7)(E) 13,000	1.000	AU	(b) (4)	(b) (4)		
20	(b) (7)(E) 4,000	1.000	AU				
30	(b) (7)(E) 13,000	1.000	AU				
40	(b) (7)(E) 1,000	1.000	AU				
50	(b) (7)(E) 1,000	1.000	AU				
60	(b) (7)(E) 1,000	1.000	AU				
70	(b) (7)(E) 1,000	1.000	AU				

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h)TOT. (Cont. pages)	
21. MAIL INVOICE TO:							
SEE BILLING	a. NAME DHS - Customs & Border Protection	National Finance Center				\$407,647.30	
INSTRUCTIONS	b. STREET ADDRESS (or P.O. Box)	PO Box 68908					
REVERSE	c. CITY Indianapolis		d. STATE IN	e. ZIP CODE 46268		17(i) GRAND TOTAL	

22. UNITED STATES OF AMERICA BY (Signature) (b) (6)			23. NAME (Typed) Hyun Jung Koo		
			TITLE: CONTRACTING/ORDERING OFFICER		

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

EPIC v. CBP, No. 14-1217, Exhibit 3

000034

OPTIONAL FORM 347 (REV. 5/2011)
Prescribed by GSA/FAR 48 CFR 53.213 (f)
Plaintiff's Cross-Motion
for Summary Judgment

**ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation**

PAGE OF PAGES

2 3

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

1. DATE OF ORDER
12/27/2013

2. CONTRACT NO. (if any)
HSHQDC-13-D-00012

3. ORDER NO.
HSBP1014J00039

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accpt
80	(b) (7)(E) 1,000	1.000	AU		(b) (4)	
90	1,000	1.000	AU			

OPTIONAL FORM 347 (REV. 5/2011)

DATE OF ORDER 12/27/2013	CONTRACT NO. (if any) HSHQDC-13-D-00012	ORDER NO. HSBP1014J00039	PAGE OF PAGES 3 3
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Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

This firm fixed price order (HSBP1014J00039) for the renewal of LexisNexis database access and search tools as described in the Statement of Work. This delivery order is issued by the U.S. Customs and Border Protection (CBP), against the Department of Homeland Security (DHS) FirstSource II IDIQ, HSHQDC-13-D-00012, to Panamerica Computers, Inc. (DUNS (b) (4) CAGE Code: (b) (4).

All terms and conditions of both the Customs and Border Protection (CBP) delivery order and the DHS FirstSource II IDIQ are in full effect.

The requirement, as represented in line items #00010-00090, is hereby fully funded for a total order value of \$407,647.30. Incorporated by reference is Panamerica Computers Inc. Bid# 25371196 / Buy# 579494_03 on FedBid issued by (b) (6)

The period of performance is 01/01/2014 through 12/31/2014. Delivery is required on or before 01/01/2014.

DELIVERY ADDRESS:

Multiple locations - see Statement of Work

POINTS OF CONTACT:

TASPD: (b) (6)
COR: (b) (6)

Please send invoices to:

National Finance Center (NFC) at CBPinvoices@cbp.dhs.gov (Address in Section 21 of this delivery order)

CBPINVOICES@cbp.dhs.gov

Budget POC (b) (6)

Contract Specialist: (b) (6)

All contracting questions may be directed to the Contract Specialist: (b) (6)

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1014J00039**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	(b) (7)(E) 13,000	1.000	AU	(b) (4)	(4)
20	(b) (7)(E) 4,000	1.000	AU		
30	(b) (7)(E) 13,000	1.000	AU		
40	(b) (7)(E) 1,000	1.000	AU		
50	(b) (7)(E) 1,000	1.000	AU		
60	(b) (7)(E) 1,000	1.000	AU		
70	(b) (7)(E) 1,000	1.000	AU		
80	(b) (7)(E) 1,000	1.000	AU		
90	(b) (7)(E) 1,000	1.000	AU		

Total Funded Value of Award:

\$407,647.30

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2574USCSGLCS0923060000Z00014400HQ071402AC00 IU5442574	(b) (4)
20	6100.2574USCSGLCS0923060000Z00014400HQ071402AC00 IU5442574	
30	6100.2574USCSGLCS0923060000Z00014400HQ071402AC00 IU5442574	
40	6100.2574USCSGLCS0923060000Z00014400HQ071402AC00 IU5442574	
50	6100.2574USCSGLCS0923060000Z00014400HQ071402AC00 IU5442574	
60	6100.2574USCSGLCS0923060000Z00014400HQ071402AC00 IU5442574	
70	6100.2574USCSGLCS0923060000Z00014400HQ071402AC00 IU5442574	
80	6100.2574USCSGLCS0923060000Z00014400HQ071402AC00 IU5442574	
90	6100.2574USCSGLCS0923060000Z00014400HQ071402AC00 IU5442574	

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 5971 Kingstown Village Parkway Alexandria, VA 22315	10	1.000	01/01/2014
	20	1.000	01/01/2014
	30	1.000	01/01/2014
	40	1.000	01/01/2014
	50	1.000	01/01/2014
	60	1.000	01/01/2014
	70	1.000	01/01/2014
	80	1.000	01/01/2014
	90	1.000	01/01/2014

I.4 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

I.5 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

I.6 3052.205-70 ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES (SEP 2012) ALTERNATE I (SEP 2012)

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

(b) All advertisements, releases, announcements, or other publication regarding this contract or the agency programs and projects covered under it, or the results or conclusions made pursuant to performance, must be approved by the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity, release, or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

(End of clause)

I.7 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

- (1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

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

(e) *Treatment of Certain Rights.*

- (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
 - (i) warrants;
 - (ii) options;
 - (iii) contracts to acquire stock;
 - (iv) convertible debt instruments; and
 - (v) others similar interests.
- (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

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

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 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.

(End of Clause)

I.8 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum *M-12-16, Providing Prompt Payment to Small Business Subcontractors*, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

I.9 TERM OF CONTRACT (MARCH 2003)

The term of this contract is from 01/01/2014 through 12/31/2014.

[End of Clause]

I.10 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

I.11 PAYMENT AND INVOICE INSTRUCTIONS (FEB 2012)

In order to request contract payment, the contractor shall submit a proper invoice, as defined by Federal Acquisition Regulation (FAR) 2.101 for payment in the manner and format described below.

SUBMISSION OF INVOICES

(a) The contractor shall submit an original invoice/voucher, via postal mail or electronic mail (email), simultaneously to the following:

(1) National Finance Center (NFC)

DHS/U.S. Customs and Border Protection
National Finance Center/Commercial Accounts
PO Box 68908
Indianapolis, Indiana 46268

OR email: cbpinvoices@dhs.gov

NOTE: For invoices with payment terms less than net 30, the subject line for all emailed invoices to the NFC must include the following text: "Per CBP, Net [state # days] Invoice".

(2) Contracting Officer or Contract Administrator (CO or CA) HYUN KOO

email: (b) (6)

(3) Contracting Officer's Representative (COR) (b) (6)

email: (b) (6)

(b) In accordance with FAR 32.904(b), the CO, in conjunction with the COR and NFC, will determine whether the invoice is proper or improper within seven (7) days of receipt. Improper invoices will be returned to the contractor within seven (7) days of receipt.

INVOICE REVIEW AND APPROVAL REQUIREMENTS

(a) To constitute a proper invoice, invoices shall include, at a minimum, all the items required in FAR 32.905.

(1) The minimum requirements are:

- i. Name and address of the contractor.
- ii. Invoice date and invoice number.
- iii. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- iv. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- v. Shipping and payment terms (e.g. shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- vi. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- vii. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- viii. Taxpayer identification number (TIN).
- ix. Electronic funds transfer (EFT) banking information.
- x. Any other information or documentation required by the contract (e.g. evidence of shipment).

(2) For cost reimbursement or time and material contracts (other than a contract for a commercial item), the contractor shall bill and maintain a record of indirect costs in accordance with FAR 52.216-7(d).

(b) Supplemental documentation required for review and approval of invoices, at the written direction of the contracting officer, may be submitted directly to either the contracting officer, or the contracting officer's representative. Contractors shall submit all supplemental invoice documentation along with the original invoice.

(c) Invoices that fail to provide the information required by the Prompt Payment clause (FAR 52.232-25) may be rejected by the Government and returned to the contractor.

ADDITIONAL INVOICE REQUIREMENTS

In addition to the invoice requirements contained in FAR 32.905 and FAR 52.216-7, the following also applies:

- (1) Invoices must include the following information to support all costs claimed:
 - i. Period of performance for the costs claimed;
 - ii. Current amounts for each CLIN, if applicable;
 - iii. Current direct and indirect incurred costs, including fee;
 - iv. Cumulative amounts for each CLIN; and
 - v. Statement signed by an authorized company representative certifying that the costs in the invoice are accurate and complete.
- (2) The Government reserves the right to make invoice adjustments if associated costs are determined to be unallowable.

[End of Clause]

I.12 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

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

[End of Clause]

I.13 SECURITY PROCEDURES (OCT 2009)

A. Controls

1. The Contractor shall comply with the U.S. Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.
2. All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor shall comply with all security policies contained in CBP Handbook 1400-05C, Information Systems Security Policies and Procedures Handbook.
3. All services provided under this contract must be compliant with the Department of Homeland Security (DHS) information security policy identified in DHS Management Directive (MD) 4300.1, Information Technology Systems Security Program and DHS 4300A, Sensitive Systems Handbook.
4. All Contractor employees under this contract must wear identification access badges when working in CBP facilities. Prior to Contractor employees' departure/separation, all badges, building passes, parking permits, keys and pass cards must be given to the Contracting Officer's Technical Representative (COTR). The COTR will ensure that the cognizant Physical Security official is notified so that access to all buildings and facilities can be revoked. NOTE: For contracts within the National Capitol Region (NCR), the Office of Internal Affairs, Security Management Division (IA/SMD) should be notified if building access is revoked.
5. All Contractor employees must be registered in the Contractor Tracking System (CTS) database by the Contracting Officer (CO) or COTR. The Contractor shall provide timely start information to the CO/COTR or designated government personnel to initiate the CTS registration. Other relevant information will also be needed for registration in the CTS database such as, but not limited to, the contractor's legal name, address, brief job description, labor rate, Hash ID, schedule and contract specific information. The CO/COTR or designated government personnel shall provide the Contractor with instructions for receipt of CTS registration information. Additionally, the CO/COTR shall immediately notify IA/SMD of the contractor's departure/separation.
6. The Contractor shall provide employee departure/separation date and reason for leaving to the CO/COTR in accordance with CBP Directive 51715-006, Separation Procedures for Contractor Employees. Failure by the Contractor to provide timely notification of employee departure/separation in accordance with the contract

requirements shall be documented and considered when government personnel completes a Contractor Performance Report (under Business Relations) or other performance related measures.

[End of Clause]

I.14 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (JUL 2010)

a. Contractor Performance Evaluation

Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under this contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order.

Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Technical Representatives (COTRs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

The contractor representative will be given a minimum of thirty (30) days to submit written comments or a rebuttal statement. Within seven (7) days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the thirty (30) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the CPARS Reviewing Officials (ROs). Once the RO completes the review, the evaluation is considered complete and the decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

b. Primary and Alternate Corporate Senior Contractor Representatives

The contractor must identify a primary and alternate Corporate Senior Contractor Representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

c. Electronic access to contractor Performance Evaluations

The AO/CO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS Focal Point (FP).

The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS.

The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed.

[End of Clause]

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

1 13

1. DATE OF ORDER 1/1/2015		2. CONTRACT NO. (if any) GS-02F-0048M		6. SHIP TO:	
3. ORDER NO. HSBP1015F00023		4. REQUISITION/REFERENCE NO. 0020081446		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Department of Homeland Security 1331 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229				b. STREET ADDRESS	
c. CITY		d. STATE	e. ZIP CODE		
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR REED ELSEVIER INC			8. TYPE OF ORDER		
b. COMPANY NAME			<input type="checkbox"/> a. PURCHASE -- Reference Your _____ . Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
c. STREET ADDRESS 1150 18TH ST NW STE 600 D/B/A LEXISNEXIS			10. REQUISITIONING OFFICE		
d. CITY WASHINGTON		e. STATE DC	f. ZIP CODE 20036-3843		
9. ACCOUNTING AND APPROPRIATION DATA					

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	Destination
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	<input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)			

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 01/01/2015	16. DISCOUNT TERMS Net 30
a. INSPECTION DESTINATION	b. ACCEPTANCE DESTINATION			

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accept
10	(b) (7)(E) 13,000	1.000	AU	(b) (4)	(b) (4)	
20	(b) (7)(E) 4,000	1.000	AU			
30	(b) (7)(E) 13,000	1.000	AU			
40	(b) (7)(E) 1,000	1.000	AU			
50	(b) (7)(E) 1,000	1.000	AU			
60	(b) (7)(E) 1,000	1.000	AU			
70	(b) (7)(E) 1,000	1.000	AU			

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h)TOT. (Cont. pages)
21. MAIL INVOICE TO:						(b) (4)
a. NAME DHS - Customs & Accounts Sect.						
b. STREET ADDRESS (b) (6)						
c. CITY Indianapolis		e. ZIP CODE 46278		\$413,280.00	17(i) GRAND TOTAL	
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) Robert Abood TITLE: CONTRACTING/ORDERING OFFICER		

ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation

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

1. DATE OF ORDER 1/1/2015	2. CONTRACT NO. (if any) GS-02F-0048M	3. ORDER NO. HSBP1015F00023
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17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acpt
80	(b) (7)(E) 1,000	1.000	AU	(b) (4)		
90	(b) (7)(E) 1,000	1.000	AU			

DATE OF ORDER 1/1/2015	CONTRACT NO. (if any) GS-02F-0048M	ORDER NO. HSBP1015F00023	PAGE OF PAGES 3 13
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Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

This firm-fixed price delivery order (HSBP1015F00023) is issued against the General Services Administration's (GSA's) Schedule 76 contract, GS-02F-0048M for access to the LexisNexis database in support of Customs and Border Protection's (CBP's) Analytical Framework for Intelligence (AFI) project. The delivery order will be executed in accordance with both the proposal submitted via e-mail by LexisNexis on December 22, 2014 and the attached Statement of Work (SOW).

The Period of Performance for this order is from January 1, 2015 through December 31, 2015.

The Contracting Officer's Representative for this order is (b) (6)

The contracting point of contact is (b) (6).

Please submit all invoices to each of the following:

*cbpinvoices@dhs.gov; or

DHS – Customs and Border Protection
National Finance Center
(address in Section 21 of this delivery order); and

(b) (6)

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
 FOR
 DELIVERY ORDER: HSBP1015F00023**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	(b) (7)(E) 13,000	1.000	AU	(b)	(4)
20	(b) (7)(E) 4,000	1.000	AU		
30	(b) (7)(E) 13,000	1.000	AU		
40	(b) (7)(E) 1,000	1.000	AU		
50	(b) (7)(E) 1,000	1.000	AU		
60	(b) (7)(E) 1,000	1.000	AU		
70	(b) (7)(E) 1,000	1.000	AU		
80	(b) (7)(E) 1,000	1.000	AU		
90	(b) (7)(E) 1,000	1.000	AU		

Total Funded Value of Award:

\$413,280.00

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2574USCSGLCS0923060000Z00015400HQ071402AE00 IU5442574 TAS# 07020152015 0530000	(b) (4)
20	6100.2574USCSGLCS0923060000Z00015400HQ071402AE00 IU5442574 TAS# 07020152015 0530000	
30	6100.2574USCSGLCS0923060000Z00015400HQ071402AE00 IU5442574 TAS# 07020152015 0530000	
40	6100.2574USCSGLCS0923060000Z00015400HQ071402AE00 IU5442574 TAS# 07020152015 0530000	
50	6100.2574USCSGLCS0923060000Z00015400HQ071402AE00 IU5442574 TAS# 07020152015 0530000	
60	6100.2574USCSGLCS0923060000Z00015400HQ071402AE00 IU5442574 TAS# 07020152015 0530000	
70	6100.2574USCSGLCS0923060000Z00015400HQ071402AE00 IU5442574 TAS# 07020152015 0530000	
80	6100.2574USCSGLCS0923060000Z00015400HQ071402AE00 IU5442574 TAS# 07020152015 0530000	
90	6100.2574USCSGLCS0923060000Z00015400HQ071402AE00 IU5442574 TAS# 07020152015 0530000	

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 5971 Kingstown Village Parkway Alexandria, VA 22315	10	1.000	01/01/2015
	20	1.000	01/01/2015
	30	1.000	01/01/2015
	40	1.000	01/01/2015
	50	1.000	01/01/2015
	60	1.000	01/01/2015
	70	1.000	01/01/2015
	80	1.000	01/01/2015
	90	1.000	01/01/2015

I.4 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

I.5 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

I.6 3052.205-70 ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES (SEP 2012) ALTERNATE I (SEP 2012)

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

(b) All advertisements, releases, announcements, or other publication regarding this contract or the agency programs and projects covered under it, or the results or conclusions made pursuant to performance, must be approved by the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity, release, or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

(End of clause)

I.7 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

- (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.
- (1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
 - (2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
 - (3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

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

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

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

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

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 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.

(End of Clause)

I.8 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:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) *Provisions.*

- 3052.209-72 Organizational Conflicts of Interest.
- 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
- 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) *Clauses.*

- 3052.203-70 Instructions for Contractor Disclosure of Violations.
- 3052.204-70 Security Requirements for Unclassified Information Technology Resources.
- 3052.204-71 Contractor Employee Access.
- Alternate I
- 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- 3052.209-73 Limitation on Future Contracting.

- 3052.215-70 Key Personnel or Facilities.
- 3052.216-71 Determination of Award Fee.
- 3052.216-72 Performance Evaluation Plan.
- 3052.216-73 Distribution of Award Fee.
- 3052.219-70 Small Business Subcontracting Plan Reporting.
- 3052.219-71 DHS Mentor Protégé Program.
- 3052.228-70 Insurance.
- 3052.236-70 Special Provisions for Work at Operating Airports.
- 3052.242-72 Contracting Officer's Technical Representative.
- 3052.247-70 F.o.B. Origin Information.
- Alternate I
- Alternate II
- 3052.247-71 F.o.B. Origin Only.
- 3052.247-72 F.o.B. Destination Only.

(End of clause)

I.9 TERM OF CONTRACT (MARCH 2003)

The term of this contract is from 1/1/2015 through 12/31/2015.

[End of Clause]

I.10 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

I.11 PAYMENT AND INVOICE INSTRUCTIONS (APR 2014)

In order to request contract payment, the contractor shall submit a proper invoice, as defined by Federal Acquisition Regulation (FAR) 2.101 for payment in the manner and format described below.

SUBMISSION OF INVOICES

- (a) The contractor shall submit an original invoice/voucher, via postal mail or electronic mail (email), simultaneously to the following:
 - (1) U.S. Customs and Border Protection
Commercial Accounts Section

6650 Telecom Drive, Suite 100
Indianapolis, Indiana 46278

OR email: cbpinvoices@dhs.gov

NOTE: For invoices with payment terms less than net 30, the subject line for all emailed invoices must include the following text: "**Per CBP, Net [state # days] Invoice**".

(2) Contracting Officer or Contract Administrator (CO or CA) *[fill in at time of award]*

DHS/U.S. Customs and Border Protection
Attention: (b) (6)

OR email: (b) (6)

(3) Contracting Officer's Representative (COR) *[fill in at time of award]*

DHS/U.S. Customs and Border Protection
Attention: (b) (6)

OR email: (b) (6)

- (b) The contractor shall submit a copy of the original invoice/voucher for all DHS cost-reimbursement and time and material/labor hour contracts and delivery orders to the branch manager/resident auditor of the cognizant Defense Contract Audit Agency (DCAA) Field Audit Office. Copies may be sent to DCAA, via postal mail or email and must be sent at the same time the invoice/voucher is sent to the NFC, CO and COR. The CO shall provide the following information:

DCAA Field Office
Attention:

Phone:

Email:

- (c) In accordance with FAR 32.904(b), the CO, in conjunction with the COR and NFC, will determine whether the invoice is proper or improper within seven (7) days of receipt. Improper invoices will be returned to the contractor within seven (7) days of receipt.

INVOICE REVIEW AND APPROVAL REQUIREMENTS

- (a) To constitute a proper invoice, invoices shall include, at a minimum, all the items required in FAR 32.905.

(1) The minimum requirements are:

- i. Name and address of the contractor.
- ii. Invoice date and invoice number.
- iii. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- iv. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- v. Shipping and payment terms (e.g. shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- vi. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- vii. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- viii. Taxpayer identification number (TIN).

- ix. Electronic funds transfer (EFT) banking information.
 - x. Any other information or documentation required by the contract (e.g. evidence of shipment).
- (2) For cost reimbursement or time and material contracts (other than a contract for a commercial item), the contractor shall bill and maintain a record of indirect costs in accordance with FAR 52.216-7(d).
- (b) Supplemental documentation required for review and approval of invoices, at the written direction of the contracting officer, may be submitted directly to either the contracting officer, or the contracting officer's representative. Contractors shall submit all supplemental invoice documentation along with the original invoice.
- (c) Invoices that fail to provide the information required by the Prompt Payment clause (FAR 52.232-25) may be rejected by the Government and returned to the contractor.

ADDITIONAL INVOICE REQUIREMENTS

In addition to the invoice requirements contained in FAR 32.905 and FAR 52.216-7, the following also applies:

- (1) Invoices must include the following information to support all costs claimed:
- i. Period of performance for the costs claimed;
 - ii. Current amounts for each CLIN, if applicable;
 - iii. Current direct and indirect incurred costs, including fee;
 - iv. Cumulative amounts for each CLIN; and
 - v. Statement signed by an authorized company representative certifying that the costs in the invoice are accurate and complete.
- (2) The Government reserves the right to make invoice adjustments if associated costs are determined to be unallowable.

[End of Clause]

I.12 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

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

[End of Clause]

I.13 SECURITY PROCEDURES (OCT 2009)

A. Controls

1. The Contractor shall comply with the U.S. Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.
2. All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor shall comply with all security policies contained in CBP Handbook 1400-05C, Information Systems Security Policies and Procedures Handbook.
3. All services provided under this contract must be compliant with the Department of Homeland Security (DHS) information security policy identified in DHS Management Directive (MD) 4300.1, Information Technology Systems Security Program and DHS 4300A, Sensitive Systems Handbook.
4. All Contractor employees under this contract must wear identification access badges when working in CBP facilities. Prior to Contractor employees' departure/separation, all badges, building passes, parking permits, keys and pass cards must be given to the Contracting Officer's Technical Representative (COTR). The COTR will ensure that the cognizant Physical Security official is notified so that access to all buildings and facilities can be

revoked. NOTE: For contracts within the National Capitol Region (NCR), the Office of Internal Affairs, Security Management Division (IA/SMD) should be notified if building access is revoked.

5. All Contractor employees must be registered in the Contractor Tracking System (CTS) database by the Contracting Officer (CO) or COTR. The Contractor shall provide timely start information to the CO/COTR or designated government personnel to initiate the CTS registration. Other relevant information will also be needed for registration in the CTS database such as, but not limited to, the contractor's legal name, address, brief job description, labor rate, Hash ID, schedule and contract specific information. The CO/COTR or designated government personnel shall provide the Contractor with instructions for receipt of CTS registration information. Additionally, the CO/COTR shall immediately notify IA/SMD of the contractor's departure/separation.
6. The Contractor shall provide employee departure/separation date and reason for leaving to the CO/COTR in accordance with CBP Directive 51715-006, Separation Procedures for Contractor Employees. Failure by the Contractor to provide timely notification of employee departure/separation in accordance with the contract requirements shall be documented and considered when government personnel completes a Contractor Performance Report (under Business Relations) or other performance related measures.

B. Security Background Investigation Requirements

1. In accordance with DHS Management Directive (MD) 11055, Suitability Screening Requirements for Contractors, Part VI, Policy and Procedures, Section E, Citizenship and Residency Requirements, contractor employees who require access to sensitive information must be U.S. citizens or have Lawful Permanent Resident (LPR) status. A waiver may be granted, as outlined in MD 11055, Part VI, Section M (1).
2. Contractor employees that require access to DHS IT systems or development, management, or maintenance of those systems must be U.S. citizens in accordance with MD 11055, Part VI, Section E (Lawful Permanent Resident status is not acceptable in this case). A waiver may be granted, as outlined in MD 11055, Part VI, Section M (2)
3. Provided the requirements of DHS MD 11055 are met as outlined in paragraph 1, above, contractor employees requiring access to CBP facilities, sensitive information or information technology resources are required to have a favorably adjudicated background investigation (BI) or a single scope background investigation (SSBI) prior to commencing work on this contract. Exceptions shall be approved on a case-by-case basis with the employee's access to facilities, systems, and information limited until the Contractor employee receives a favorably adjudicated BI or SSBI. A favorable adjudicated BI or SSBI shall include various aspects of a Contractor employee's life, including employment, education, residences, police and court inquires, credit history, national agency checks, and a CBP Background Investigation Personal Interview (BIPI).
4. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated BI or SSBI that meets federal investigation standards.. For employee candidates needing a BI for this contract, the Contractor shall require the applicable employees to submit information and documentation requested by CBP to initiate the BI process.
5. Background Investigation information and documentation is usually submitted by completion of standard federal and agency forms such as Questionnaire for Public Trust and Selected Positions or Questionnaire for National Security Positions; Fingerprint Chart; Fair Credit Reporting Act (FCRA) form; Criminal History Request form; and Financial Disclosure form. These forms must be submitted to the designated CBP official identified in this contract. The designated CBP security official will review the information for completeness.
6. The estimated completion of a BI or SSBI is approximately sixty (60) to ninety (90) days from the date of receipt of the properly completed forms by CBP security office. During the term of this contract, the Contractor is required to provide the names of contractor employees who successfully complete the CBP BI or SSBI process. Failure of any contractor employee to obtain and maintain a favorably adjudicated BI or SSBI shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COTR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel contractor employees, the Contractor shall propose a qualified replacement employee candidate to the COTR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COTR shall approve or disapprove replacement employees. Continuous failure to provide contractor employees who meet CBP BI or SSBI requirements may be cause for termination of the contract.

C. Security Responsibilities

1. The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS CBP regulations identified in this clause. The contractor shall ensure that its employees apply proper business practices in accordance with the specifications, directives, and manuals required for conducting work under this contract. Applicable contractor personnel will be responsible for physical security of work areas and CBP furnished equipment issued under this contract.
2. The CO/COTR may require the Contractor to prohibit its employees from working on this contract if continued employment becomes detrimental to the public's interest for any reason including, but not limited to carelessness, insubordination, incompetence, or security concerns.
3. Work under this contract may require access to sensitive information as defined under Homeland Security Acquisition Regulation (HSAR) Clause 3052.204-71, Contractor Employee Access, included in the solicitation/contract. The Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO.
4. The Contractor shall ensure that its employees who are authorized access to sensitive information, receive training pertaining to protection and disclosure of sensitive information. The training shall be conducted during and after contract performance.
5. Upon completion of this contract, the Contractor shall return all sensitive information used in the performance of the contract to the CO/COTR. The Contractor shall certify, in writing, that all sensitive and non-public information has been purged from any Contractor-owned system.

D. Notification of Contractor Employee Changes

1. The Contractor shall notify the CO/COTR via phone, facsimile, or electronic transmission, immediately after a personnel change become known or no later than five (5) business days prior to departure of the employee. Telephone notifications must be immediately followed up in writing. Contractor's notification shall include, but is not limited to name changes, resignations, terminations, and reassignments to another contract.
2. The Contractor shall notify the CO/COTR and program office (if applicable) in writing of any proposed change in access requirements for its employees at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed change. The CO/COTR will notify the Office of Information and Technology (OIT) Information Systems Security Branch (ISSB) of the proposed change. If a security clearance is required, the CO/COTR will notify IA/SMD.

E. Non-Disclosure Agreements

When determined to be appropriate, Contractor employees are required to execute a non-disclosure agreement (DHS Form 11000-6) as a condition to access sensitive but unclassified information.

[End of Clause]

I.14 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (JUL 2010)

a. Contractor Performance Evaluation

Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under this contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order.

Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Technical Representatives (COTRs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

The contractor representative will be given a minimum of thirty (30) days to submit written comments or a rebuttal statement. Within seven (7) days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the thirty (30) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the CPARS Reviewing Officials (ROs). Once the RO completes the review, the evaluation is considered complete and the decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

b. Primary and Alternate Corporate Senior Contractor Representatives

The contractor must identify a primary and alternate Corporate Senior Contractor Representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

c. Electronic access to contractor Performance Evaluations

The AO/CO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS Focal Point (FP).

The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS.

The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed.

[End of Clause]

ORDER FOR SUPPLIES OR SERVICES						PAGE OF PAGES
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						1 4
1. DATE OF ORDER 09/30/2009		2. CONTRACT NO. (if any) HSHQDC07D00030		6. SHIP TO:		
3. ORDER NO. HSBP1109J28871		4. REQUISITION/REFERENCE NO. 0020045201		a. NAME OF CONSIGNEE See Attached Delivery Schedule		
5. ISSUING OFFICE (Address correspondence to) CBP, Procurement Directorate ATTN: (b) (6) Intech Two, Suite 100 6650 Telecom Drive Indianapolis IN 46278				b. STREET ADDRESS		
c. CITY			d. STATE	e. ZIP CODE		
7. TO:				f. SHIP VIA		
a. NAME OF CONTRACTOR ST NET-APPTIS FIRSTSOURCE JOINT				8. TYPE OF ORDER		
b. COMPANY NAME ATTN: (b) (6)				<input type="checkbox"/> a. PURCHASE - Reference Your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
c. STREET ADDRESS 4800 WESTFIELDS BLVD VENTURE				<input checked="" type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY CHANTILLY		e. STATE VA	f. ZIP CODE 20151-2293		10. REQUISITIONING OFFICE (b) (6)	
9. ACCOUNTING AND APPROPRIATION DATA CONTRACTOR TIN: (b)(3); (b)(4)				11. BUSINESS CLASSIFICATION (Check appropriate box(es))		
12. F.O.B. POINT Destination				<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL		
13. PLACE OF				<input checked="" type="checkbox"/> c. DISADVANTAGED <input checked="" type="checkbox"/> d. WOMEN-OWNED		
a. INSPECTION				<input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS		
b. ACCEPTANCE				<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
Destination		Destination		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 09/29/2010		16. DISCOUNT TERMS NET 30
17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY Acpt (g)
00020	AFI support - Lexis/Nexis	1.00	AU	(b) (4)		
00030	XML Set-up Fee - AFI L/N	1.00	AU			
00040	(b) (7)(E) - AFI L/N	1.00	AU			
00060	(b) (7)(E) - AFI L/N	1.00	AU			
00070	(b) (7)(E) - AFI L/N	1.00	AU			
00080	AFI support - Lexis/Nexis_Split Fundg	1.00	AU			
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)
21. MAIL INVOICE TO:						
SEE BILLING	a. NAME DHS - Customs & Border Protection		National Finance Center			\$0.00
INSTRUCTIONS ON REVERSE	b. STREET ADDRESS (or P.O. Box) P.O. Box 68908					\$637,204.12
	c. CITY Indianapolis		d. STATE IN	e. ZIP CODE 46268		
22. UNITED STATES BY (Signature) (b) (6)				23. NAME (Typed) Bruce D. Wood TITLE: CONTRACTING/ORDERING OFFICER		

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OPTIONAL FORM 347 (REV. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213 (f)

DATE OF ORDER 09/30/2009	CONTRACT NO. (if any) HSHQDC07D00030	ORDER NO. HSBP1109J28871	PAGE OF PAGES 2 4
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Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award, you may email invoices to: **cbpinvoices@dhs.gov**.

NOTES:

The vendor shall complete all work in accordance with the attached statement of work (24 pages) and bill of materials (1 page).

The vendor's quotation from 29 Sep 2009, posted via FedBid, is hereby incorporated by refeContent-type: application/vnd.fdf rence.

For contractual questions please contact:

(b) (6)

Contract Specialist

(b) (6)

For technical questions please contact:

(b) (6)

Director, Program Control
Targeting & Analysis Systems Program Office
Office of Information & Technology
Customs & Border Protection
5971 Kingstowne Village Parkway
5th Floor Mailroom
Alexandria, VA 22315

(b) (6) (office)

571-468-1478 (fax)

(b) (6)

ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR DELIVERY ORDER:
HSBP1109J28871

SCHEDULE OF SUPPLIES/SERVICES

Item Number: 00020 Line Item (Priced/Information/Option): Priced (Labor Hour CLIN)

Supplies/Services: AFI support – LexisNexis-S2.c Support Services

Qty	Unit	Unit Price	Ext. Price
1	AU	(b) (4)	(b) (4)

Item Number: 00030 Line Item (Priced/Information/Option): Priced (Firm Fixed Price CLIN)

Supplies/Services: AFI L/N – LexisNexis-S1.a XML Set-up Fee

Qty	Unit	Unit Price	Ext. Price
1	AU	(b) (4)	(b) (4)

Item Number: 00040 Line Item (Priced/Information/Option): Priced (Firm Fixed Price CLIN)

Supplies/Services: AFI L/N – LexisNexis-S1.b (b) (7)(E)

Qty	Unit	Unit Price	Ext. Price
1	AU	(b) (4)	(b) (4)

Item Number: 00060 Line Item (Priced/Information/Option): Priced (Firm Fixed Price CLIN)

Supplies/Services: AFI L/N – LexisNexis-S1.c (b) (7)(E)

Qty	Unit	Unit Price	Ext. Price
1	AU	(b) (4)	(b) (4)

Item Number: 00070 Line Item (Priced/Information/Option): Priced (Firm Fixed Price CLIN)

Supplies/Services: AFI L/N – LexisNexis-S.1d (b) (7)(E)

Qty	Unit	Unit Price	Ext. Price
1	AU	(b) (4)	(b) (4)

Item Number: 00080 Line Item (Priced/Information/Option): Priced (Labor Hour CLIN)

Supplies/Services: AFI support – LexisNexis-S2.c Support Services (split funding)

Qty	Unit	Unit Price	Ext. Price
1	AU	(b) (4)	(b) (4)

Total Funded Contract Value: \$637,204.12

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00020	6100.2525USCSGLCS0925030400Z00009400HQ01 400022525	Amount	(b) (4)
Item: 00030	6100.2525USCSGLCS0925030400Z00009400HQ01 400022525	Amount	(b) (4)
Item: 00040	6100.2525USCSGLCS0925030400Z00009400HQ01 400022525	Amount	(b) (4)
Item: 00060	6100.2525USCSGLCS0925030400Z00009400HQ01 400022525	Amount	(b) (4)
Item: 00070	6100.2525USCSGLCS0925030400Z00009400HQ01 400022525	Amount	(b) (4)
Item: 00080	6100.2525USCSGLCS0925030400Z00009448AP01 400012525	Amount	(b) (4)

DELIVERY SCHEDULE

Deliver To: Customs and Border Protection
 5971 Kingstown Village Parkway
 One Kingstown Town Center
 Alexandria VA 22315

Instructions:					
Item	Quantity	Period of Performance	Recipient	Unloading PT.	
00020	1	09/30/2009 - 09/29/2010	(b) (6)	see address above	
00030	1	09/30/2009 - 09/29/2010	(b) (6)	see address above	
00040	1	09/30/2009 - 09/29/2010	(b) (6)	see address above	
00060	1	09/30/2009 - 09/29/2010	(b) (6)	see address above	
00070	1	09/30/2009 - 09/29/2010	(b) (6)	see address above	
00080	1	09/30/2009 - 09/29/2010	(b) (6)	see address above	