Company Name:
SI International

Contract Number:
GS-35F-5029H (GS35F5029H)

Order Number:
HSCEEH-08-F-00004 (HSCEEH08F00004)

Requisition Number:
PSHQ-08-6000A (PSHQ086000A)

Latest Modification Processed:
P00004

Period of Performance:
10/1/2007 through 3/31/2009

Services Provided:
Providing an Information Systems Specialist (Developer/Analyst) responsible for projects related to Information Systems within the Federal Protective Service (FPS) using PowerBuilder, Visual Studio and SQL Server.
This procurement is for administrative support services in accordance with the attached Scope of Work and Security Requirements.

Continued...

<table>
<thead>
<tr>
<th>ITEM NO. (a)</th>
<th>SUPPLIES OR SERVICES (b)</th>
<th>QUANTITY ORDERED (c)</th>
<th>UNIT (d)</th>
<th>UNIT PRICE (e)</th>
<th>AMOUNT (f)</th>
<th>QUANTITY ACCEPTED (g)</th>
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<td>a. NAME</td>
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<td>Burlington Finance Center Attn: FES HQ Invoice P.O. Box 1279</td>
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<td>Williston</td>
<td>d. STATE</td>
<td>VT</td>
<td>e. ZIP CODE</td>
<td>05495-1279</td>
<td>$0.00</td>
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<td>22. UNITED STATES OF AMERICA</td>
<td>by (Signature)</td>
<td>Irene Kataciinski</td>
<td>23. NAME (Type)</td>
<td>TITLE: CONTRACTING/ORDERING OFFICER</td>
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AUTHORISED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT UsABLE
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<tr>
<td>0001</td>
<td>Senior Software Engineer Analyst (Kumar Manikkam)</td>
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<td>$216,569.50 (Subject to Availability of Funds)</td>
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<td>0002</td>
<td>Senior Software Engineer Specialist (Curtis Clair)</td>
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<td>Availability of Funds (Apr 1984)</td>
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</table>

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by Continued ...
the Contracting Officer.

(End of clause)

1. Invoices shall now be submitted via one of the following three methods:

   a. By mail:

      DHS, ICE
      Burlington Finance Center
      P.O. Box 1279
      Williston, VT 05495-1279
      Attn: FFS Headquarters Invoice

   b. By facsimile (fax): 802-288-7658

      (include a cover sheet with point of contact & # of pages)

   c. By e-mail:

      Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to FFS on or after January 29, 2006 to ensure prompt payment provisions are met. The FFS Region number shall also be notated on every invoice. To assist in timely payment, it is also recommended that the contractor provide the Accounting Transaction Number (also known as the "PT" number) on the submitted invoice.

2. In accordance with Section 1, Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions Commercial Items, or FAR 52.232-25 (a)(3), Prompt Payment, as applicable, the information required with each invoice submission is as follows: Continued ...
"An invoice must include—
(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)
(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT."

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

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

**DATE OF ORDER**: 09/23/2007  
**CONTRACT NO.**: GS-35F-5029R  
**ORDER NO.**: HSCEH-08-00004

<table>
<thead>
<tr>
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<th>QUANTITY ACCEPTED</th>
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</thead>
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<tr>
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<td>Invoices without the above information may be returned for resubmission.</td>
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<td>3. All other terms and conditions remain the same.</td>
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<td>The &quot;P3&quot; number for this contract is: P38506000</td>
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<td>POC: David Wallace at 202 732-8068</td>
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</table>

Ensure that all work is in accordance with the contract requirements.
Advise CO of work that is accepted or rejected.
Assist in administering specific aspects, such as the technical performance of the contract.

The total amount of award: $433,139.20. The obligation for this award is shown in box 17(i).
Information Systems Specialist (Developer/Analyst)

Scope of Work
Updated (2/22/2006)

Duties:
Individual will be responsible for projects related to Information Systems within the Federal Protective Service (FPS) using Powerbuilder, Visual Studio and SQL Server.

Primary Duties will include:
- Perform Object Oriented Programming using Powerbuilder 5.0, Visual Studio and Microsoft SQL Server
- Creation of new user friendly interfaces,
- Perform system analysis and document requirements for systems
- Create and maintain Data Models
- Perform systems analysis and make recommendations regarding system design
- Performing analysis and updating object and data models with business rules
- Administering SQL Server Database and Application Systems

- Secondary Duties:
- Maintaining existing applications and responding to service calls to repair them,
- Designing and creating add-on applications to enhance existing applications,
- Upgrading existing COTS systems with the latest versions,
- Maintaining records of our application status and history,
- Other duties assigned
- Importing data from old systems to new
- Creating reports
- Creating recovery plan for SQL Server
- Incorporating new and existing applications into the FPS Enterprise system using Visual Studio and SQL Server
- Provide updates, maintenance, repair and enhancement of Powerbuilder Applications utilizing SQL Server
- Provide updates, maintenance and repair of FPS COTS application:

Misc. Applications:
- Individual may be called upon to assist with application enhancements for a variety of applications

Primary Requirements:
Extensive background developing client server applications and experience with the following:
- Object Oriented Programming with Powerbuilder, Visual Studio
- Object Oriented Program Design, web programming and n-tier application development
- Data Modeling
- Systems Analysis and requirement documentation
- Experience writing SQL
- Strong analytical ability

Secondary Requirements:
General Experience with the following:
- Experience administering Microsoft SQL Server
- Ability to administer systems developed in other development environments

Administration:
Hours of duty: (8 Hour Day)
SECURITY REQUIREMENTS

GENERAL
The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract _______ requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

SUITABILITY DETERMINATION
DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS’s facilities will not be subject to security suitability screening.

BACKGROUND INVESTIGATIONS
Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 45 days before the starting date of the contract or 45 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, “Questionnaire for Public Trust Positions”
2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Drug Questionnaire
6. Alcohol Questionnaire
7. Financial Disclosure Report

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

CONTINUED ELIGIBILITY
If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.
The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees’ name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

**EMPLOYMENT ELIGIBILITY**
The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

**SECURITY MANAGEMENT**
The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.
INFORMATION TECHNOLOGY SECURITY CLEARANCE
When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication DHS MD 4300 Pub. or its replacement. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT
All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

ICE/FPS/RACOG/HQ

7. ADMINISTERED BY (If other than Item 6)

ICE/FPS/East CCG/HQ-Natl Contracts

Immigration and Customs Enforcement

Federal Protective Service

Office of Acquisition Management

701 Market Street, Suite 4200

Philadelphia PA 19106

8. NAME AND ADDRESS OF CONTRACTOR (As, street, city, state and zip code)

SI INTERNATIONAL, INC.

12012 SUNSET HILLS ROAD

SUITE 800

RESTON VA 201905869

9. DATE (See Item 11)

10. AMENDMENT OF SOLICITATION NO.

10A. MODIFICATION OF CONTRACT/ORDER NO.

GS-35F-5029H

10B. DATE (See Item 11)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) by completing Items 6 and 15, and returning two copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. Failure of your acknowledgement to be received at the place designated for the receipt of offers prior to the hour and date specified may result in rejection of your offer. In the event you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date printed.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Increase: $433,139.20

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

☐ CHECK ONE

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

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payee office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.106(b).

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

☐ D. OTHER (Specify type and authority)

X FAR 52.232-18 Availability of Funds

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

In accordance with FAR 52.232-18, Availability of Funds, this modification is issued to provide official notice to the contractor that funding is available for the period 10/1/2007 through 9/30/2008. As a result of this modification, funds in the amount of $433,139.20 are hereby obligated.

All other terms and conditions remain the same.

Discount Terms:

Net 30

Delivery Location Code: ICE/FPS/HQ/OPERATION

ICE FPS Headquarters-Operations

Immigration and Customs Enforcement

Continued...

16A. NAME AND TITLE OF SIGNER (Type or print)

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

Irene Katacinski

11/1/2007

(Official signature)

Previous edition unusable

STANDARD FORM 90 (REV. 10-03)

Prepared by GSA

FAR (48 CFR) 52.232-18
<table>
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<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
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<td>(b)(4)</td>
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CODE: 0143B74900000  FACILITY CODE: 

10A. MODIFICATION OF CONTRACT ORDER NO.  
GS-35F-5028H  HSCRF-09-F-00004

10B. DATED (SEE ITEM 11)  
11/16/2007

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organize by UOF section headings, including solicitation/contract subject matter where feasible.)

This modification is issued to incorporate the Security Requirements shown on pages 2 through 4 of this modification.

All other terms and conditions remain the same.
Period of Performance: 10/01/2007 to 09/30/2008

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as herein changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Irene Katakanski

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

15E. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)  
(214) 622-7277

06/15/2000

STANDARD FORM 20 (REV. 10-83)
Proconized By OSA
FAR (48 CFR) 53.248
3092.204-71 Contractor employee access.

CONTRACTOR EMPLOYEE ACCESS. (JUN 2006)

(a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCI) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 116 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCI Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCI Program Manager or his/her designee);

(2) Sensitive Security Information (SSI) as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) “Information Technology Resources” include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer’s request, the Contractor’s employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring ongoing access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the contractor deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

3092.209-70 Prohibition on contracts with corporate expatriates.

PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions. Section 835 of the Homeland Security Act, 6 U.S.C. 355, 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 1504a of the Internal Revenue Code of 1986 (without regard to section 1504b 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 355 of the Homeland Security Act, 6 U.S.C. 355, 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 the acquisition described in subsection (b)(1) of Section 355 of the Homeland Security Act, 6 U.S.C. 355(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 2 years before the ownership requirements of subsection (c)(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 355(b) of the Homeland Security Act, 6 U.S.C. 355(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 reasonable increases 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 355.

(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 3009.104-70 through 3009.104-73;

... it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, 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 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

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

(End of provision)

3052.209-73 Limitation of Future Contracting:
LIMITATION OF FUTURE CONTRACTING
(JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5—Organizational Conflicts of Interest.

(b) The nature of this conflict is [describe the conflict].

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 02009
3. EFFECTIVE DATE 09/22/2009
4. REQUIPMENT/PURCHASE REQ. NO. PSDD-09-0002
5. PROJECT NO. (If applicable) [G]E/PS/BACCCG/HQ
6. ISSUED BY CODE [G]E/PS/BACCCG/HQ
7. ADMINISTERED BY CODE [G]E/PS/BACCCG/HQ
8. ISSUED BY [G]E/PS/BACCCG/HQ
9. ISSUED BY [G]E/PS/BACCCG/HQ

ICS/OPS/Bac COG/OC Natl Contracts Immigration and Customs Enforcement
Federal Protective Service
Office of Acquisition Management
701 Market Street, Suite 4200
Philadelphia PA 19106

10. NAME AND ADDRESS OF CONTRACTOR: [NC], [State], [City] [Zip Code]
11. AMOUNT OF SOLICITATION NO.
12. DATED (SEE ITEM 11)
13. MODIFICATION OF CONTRACT/ORDER NO.
14. DATED (SEE ITEM 11)
15. MODIFICATION OF CONTRACT/ORDER NO.
16. DATED (SEE ITEM 11)

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

CHECK ONE
A. THIS CHANGE ORDER IS PURSUANT TO (Specify authority): THE CHANGE ORDER FOR THE PURPOSE OF (Specify purpose)
B. THE ABOVE-MENTIONED CONTRACT/ORDER IS MODIFIED TO INCORPORATE THE ADMINISTRATIVE CHANGES (Such as changes in ordering office, appropriation date, etc.) SET FORTH IN ITEM 14.
C. THIS SUPPLEMENTAL AGREEMENT IS ENCLOSED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

8. IMPORTANT: Contractor (check) is to sign this document and return copies to the issuing office.

9. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by ICF section headings, including solution/addressed subject matter where feasible)

This modification is issued to extend the contract period of performance from October 1, 2019 to June 30, 2020. This action increases the contract amount by $108,284.80 from $433,139.20 to $541,423.60.

Discount Terms:
Net 30

Delivery Location Code: ICF/OPS/HQ/OPERATION

ICE FIS Headquarters-Operations
Immigration and Customs Enforcement
Federal Protective Service
800 North Capital Street NW
Suite 500

Continued...

Exempt as provided herein, all terms and conditions of the document referenced in item 5(8) or 10A, as hereafter changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNED (Type or print)
Michael J. DeCrescioso

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

17A. CONTRACT/ORDER NO.

17B. DATE SIGNED 09/23/09

18A. UNITED STATES OF AMERICA

[Signature of person authorized to sign]

[Signature of contracting officer]

STANDARD FORM 30 (REV. 10/03)
Prepared by 93A
FAR (48 CFR) 30.203

NSN: 7540-01-152-0276
Previous edition unusable
Low

Washington DC 20002

FOR: Destination
Period of Performance: 10/01/2008 to 12/31/2008

Add Item 0003 as follows:

$54,142.40 (Subject to Availability of Funds)

Add Item CO04 as follows:

$51,102.40 (Subject to Availability of Funds)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability to be confirmed in writing by the Contracting Officer.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO: E00004
3. EFFECTIVE DATE: 12/31/2008
4. CONTRACTOR'S CODE: 100-09-6002
5. DOCUMENT NO: (If applicable)

6. ISSUED BY
   CODE: IES/PPS/RA/CO/HQ
   ICE/FPS/East CCQ/HQ-Natl Contracts
   Immigration and Customs Enforcement
   Federal Protective Service
   Office of Acquisition Management
   701 Market Street, Suite 4200
   Philadelphia PA 19106

7. AMENDED BY (If other than Item 6)
   CODE: IES/PPS/RA/CO/HQ
   ICE/FPS/East CCQ/HQ-Natl Contracts
   Immigration and Customs Enforcement
   Office of Acquisition Management - FPS
   701 Market Street, Suite 4200
   Attn: Wayne A. Massad
   Philadelphia PA 19106

8. AMENDMENT OF SOLICITATION NO:

9. DATE DATED (SEE ITEM 7)

10. MODIFICATION OF CONTRACT ORDER NO:
    OS-15P-50299
    HSC/CEEH-08-F-00004
    IAW DATED (SEE ITEM 7)
    09/28/2007

11. AMENDMENT OF ORDER NO.

12. CONTRACTED AND APPRAISER (See paragraph 6)

13. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS.

   The above-mentioned solicitation is amended as set forth in Item 14. The dollar and dollar symbol for $ on the solicitation date are extended. If not extended, the dollar and dollar symbol for $ are extended. Offers must acknowledge receipt of the amendment prior to the hour and date specified in the solicitation or an amendment, by one of the following methods: (a) by marking Items 7 and 18, and returning copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by visual or written notice which indicates a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of these amendments you desire to change an offer already submitted, such change may be made by telegraph or letter, provided such change does not reference the solicitation and these amendments, and is received prior to the opening hour and date selected.

14. ACCOUNTS AND APPRAISER (See paragraph 6)

   $216,569.60

15. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT ORDER. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.

   CHECK ONE
   A. THIS CONTRACT ORDER IS ISSUED PURSUANT TO (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT
   ORDER NO. IN ITEM 3a. 222-0-1 CHANGES - FIXED PRICE.
   B. THE ABOVE-INDICATED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing office, location or other administrative changes) AS FURTHER NOTED TO THE AUTHORITY OF PAR 43.102(d). 222-0-1 CHANGES - FIXED PRICE.

   C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
   D. OTHER (Specify type of modification and authority)

   IMPORTANT:
   Certified copy of this document is to accompany the contract and return 0 copies to the issuing office.

16. DESCRIPTION OF AMENDMENT/MODIFICATION

   (Organized by ICE section headings, including solicitation-contract subject matter where feasible)

   This modification is issued for the following reasons:

   1. In accordance with FAR 22.222-18, Availability of Funds, this modification provides an official notice to the contractor that funding is available under HSC/CEEH-08-F-00004. Line Items 0003 and 0004 for the period October 1, 2008 through December 31, 2008.

   2. The Services under Contract HSC/CEEH-08-F-00004, are hereby extended from January 1, 2009 through March 31, 2009. (See Line Items 0003 and 0004)

   The above actions increase the contract amount by $108,284.00, from $541,424.00 to $649,708.80.

   Continued...

   Except as provided herein, all terms and conditions of the document referenced in Item 9a or 16a, or containing changes, remain unaltered and in full force and effect.

   16a. NAME AND TITLE OF SIGNER (Type or print)
       Michael J. DeCrescio

   16b. CONTRACTOR'S OFFICER
       IAG DATE SIGNED

   16c. UNITED STATES OF AMERICA

   16d. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
       Michael J. DeCrescio

   Signature of person authorized to sign

   NSH-7649-01-102-9373
   Previous edition uncancelable

   STANDARD FORM 30 (REV. 10-83)
   Prescribed by GSA
   FARS (Fed. Reg. 61 FR 10543)
(541.423.60 is the correct amount of the contract, not 541.423.60 as indicated in Modification 10003)

**Delivery Terms:**
- Ice/FPS/HQ/Operation
- FPS Headquarters-Operations
- Immigration and Customs Enforcement
- Federal Protective Service
- 800 North Capital Street NW
- Suite 500
- Washington DC 20002

**FOB: Destination**
- Period of Performance: 10/01/2008 to 03/31/2009

Change Item 0003 to read as follows (amount shown is the total amount):

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<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY/UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>0003</td>
<td>Senior Software Engineer Analyst (Kumar Manikam)</td>
<td></td>
<td></td>
<td>54,142.40</td>
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<tr>
<td></td>
<td>PRODB Service Code: R699</td>
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<td>Product/Service Description: OTHER ADMINISTRATIVE SUPPORT SERVICES</td>
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Change Item 0004 to read as follows (amount shown is the total amount):

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<tr>
<td>0004</td>
<td>Senior Software Engineer Analyst (Curtis Clair)</td>
<td></td>
<td></td>
<td>54,142.40</td>
</tr>
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<td></td>
<td>PRODB Service Code: R699</td>
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<td></td>
<td>Product/Service Description: OTHER ADMINISTRATIVE SUPPORT SERVICES</td>
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Add Item 0005 as follows:

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<td>Senior Software Engineer Analyst (Kumar Manikam)</td>
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Add Item 0006 as follows:

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<td>0006</td>
<td>Senior Software Engineer Analyst (Curtis Clair)</td>
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### CONTINUATION SHEET

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</table>

All other terms and conditions remain the same.