**From:** (b) (6) [redacted] @v3gate.com>
**Sent:**
**To:** (b)(6) (b)(7)(C) [redacted]
**Subject:** RE: Market Research Estimate - Venntel

**CAUTION:** This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact the CBP Security Operations Center with questions or concerns.

(b)(6) (b)(7)(C) [redacted] Please also accept a No Bid from FSPartners, V3Gate Team & Westwind Team, as we are not authorized resellers of this product.

(b) (6) [redacted]

---

**Fro** (b)(6) (b)(7)(C) [redacted] @cbp.dhs.gov>
**Sent:** Friday, April 17, 2020 7:56 AM
**Subject:** Market Research Estimate - Venntel

Good Morning,

My office is conducting market research for the potential renewal + increase of Venntel software. If you could please provide an estimate for the following, it would be much appreciated:

| Product/Service | Quantity |
|---|---|
| **POP: 9/25/20-9/24/21** | |
| Venntel: Mobile device's Ad-tech ID data (RENEWAL) | (b) (7)(E) [redacted] |
| This tool will include: | |
| Access to Venntel global mobile location database via portal | |
| (b) (7)(E) [redacted] | |
| Customer support and account management | |
| Venntel: Mobile device's Ad-tech ID data (NEW) | |
| This tool will include: | |
| Access to Venntel global mobile location database via portal | |
| (b) (7)(E) [redacted] | |
| Customer support and account management | |

(b)(6) (b)(7)(C) [redacted]
DHS/CBP/OIT/TASPD
12825 Worldgate D (b) (6), (b) (7)(C) [redacted]
Herndon, VA 20170
(b) (6), (b) (7)(C) [redacted]

NOTICE: The Contracting Officer is the sole individual who is authorized to make changes to the contract. The contents of this e-mail are not intended to change the existing scope of the contract. If the contractor considers any part of this communication to constitute a change in scope, the Contractor shall notify the Contracting Officer in accordance with FAR Clause 52.243-7, Notifications of Changes.

**From:** (b) (6) @venntel.com>
**Sent:** Wednesday, September 25, 2019 4:36 PM
**To:** (b)(6) (b)(7)(C)
**Subject:** Re: Tomorrow

Unfortunately Friday afternoon is booked up. I could meet in the morning or Tuesday of next week.

Let me know what works for you.

(b) (6)

On Wed, Sep 25, 2019 at 4:34 P (b)(6) (b)(7)(C) L@cbp.dhs.gov> wrote:

(b) (6)

I'm sorry I had a number of commitments show up, now have a full schedule tomorrow and won't be able to meet.

Would Friday afternoon work? Maybe 1pm?

If a call works better, I would not be offended.

v/r,

(b)(6) (b)(7)(C)

**From** (b) (6) @venntel.com>
**Sent:** Wednesday, September 25, 2019 3:05 PM
**T** (b)(6) (b)(7)(C) @cbp.dhs.gov>
**Subject:** Tomorrow

He (b)(6) (b)(7)(C)

Does tomorrow still work for you? I have you tentatively scheduled for 2:30 / 3pm.

Let me know. I can come to your facility if more convenient.

(b) (6)

--

(b) (6)

Venntel, Inc.
(b) (6) @venntel.com
(b) (6)

(b) (6)

Venntel, Inc.
(b) (6) @venntel.com
(b) (6)

**Subject:** FW: Invitation: New Venntel Portal @ Thu May 7, 2020 11am - 12pm (EDT) (b)(6) (b)(7)(C)@cbp.dhs.gov)

**Start:** Thu 5/7/2020 11:00 AM
**End:** Thu 5/7/2020 12:00 PM
**Show Time As:** Tentative

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organizer:** (b) (6), (b) (7)(C) on behalf o (b) (6) @venntel.co (b) (6) @venntel.com

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact the CBP Security Operations Center with questions or concerns.

-----Original Appointment-----
**From** (b) (6) @venntel.com (b) (6) @venntel.com>
**Sen** esday, May 5, 2020 1:59 PM
**T** (b) (6) @venntel.com (b) (7)(E) (b) (6), (b) (7)(C)
**Subject:** Invitation: New Venntel Portal @ Thu May 7, 2020 11am - 12pm (EDT)
(b)(6) (b)(7)(C) @cbp.dhs.gov)
**When:** Thursday, May 7, 2020 11:00 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).
**Where:**

**CAUTION:** This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact the CBP Security Operations Center with questions or concerns.

-----Original Appointment-----
**From** (b) (6) @venntel.co (b) (6) @venntel.com>
**Sent:** Tuesday, May 5, 2020 1:59 PM
**T** (b) (6) @venntel.com (b)(6) (b)(7)(C)

New Venntel Portal @ Thu May 7, 2020 11am - 12pm (EDT)
(b)(6) (b)(7)(C) @cbp.dhs.gov)
**When:** Thursday, May 7, 2020 11:00 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).
**Where:**

**CAUTION:** This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact the CBP Security Operations Center with questions or concerns.

**You have been invited to the following event.**

## New Venntel Portal

When

Thu May 7, 2020 11am 12pm Eastern Time - New York

Joining info

Join GoToMeeting Session

(b)(7)(E)

Join by phone

(b)(7)(E)

Joining instructions

Calendar

(b)(6) (b)(7)(C) @cbp.dhs.gov

Who

- (b) (6) @venntel.com - organizer

•

(b)(6) (b)(7)(C) @cbp.dhs.gov

**more details »**

Goin (b)(6) (b)(7)(C) @cbp.dhs.gov)? **Yes** - **Maybe** - **No** more options »

Invitation from Google Calendar

You are receiving this courtesy email at the accou (b)(6) (b)(7)(C) @cbp.dhs.gov because you are an attendee of this event.

To stop receiving future updates for this event, decline this event. Alternatively you can sign up for a Google account at https://www.google.com/calendar/ and control your notification settings for your entire calendar.

Forwarding this invitation could allow any recipient to send a response to the organizer and be added to the guest list, or invite others regardless of their own invitation status, or to modify your RSVP. Learn More.

*This message is private and confidential and is intended only for the recipient specified in this message. If you received this message in error, please notify the sender by reply transmission and deleting the message. If you are not the intended recipient, any use, disclosure, dissemination, distribution, publication, or copying of this message and its contents is strictly prohibited.*

invite.ics

# New Venntel Portal

# 20200507T150000Z
# CONFIRMED

**PRODID**
-//Google Inc//Google Calendar 70.9054//EN

**Version**
2.0

**CALSCALE**
GREGORIAN

**METHOD**
REQUEST

**Start Date/Time**
20200507T150000Z

**End Date/Time**
20200507T160000Z

**DTSTAMP**
20200505T175858Z

**ORGANIZE** [redacted] (b) (6) @venntel.com )
mailt [redacted] (b) (6) @venntel.com

**UID**
12mu5s1rnl8u3th22kj5kova75@google.com

**Attendee** **mailt** [redacted] (b) (6), (b) (7)(C) **@cbp.dhs.gov**
*Role* REQ-PARTICIPANT
*RSVP* TRUE

**Attendee** **mailt** [redacted] (b) (6) **@venntel.com**
*Role* REQ-PARTICIPANT
*RSVP* TRUE

**X-MICROSOFT-CDO-OWNERAPPTID**
[redacted] (b)(7)(E)

**CREATED**
20200505T175856Z

**Description**
-::~:~::~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~::~:~::-
Please do not edit this section of the description.

Join GoToMeeting Session
[redacted] (b)(7)(E)
Join by phone

# (b) (7)(E)

Joining instructions:
(b)(7)(E)

View your event at
(b)(7)(E)

-::~:~::~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~::~:~::-

**Last Modified**
20200505T175856Z

**Location**

**Sequence Number**
0

**Status**
CONFIRMED

**Summary**
New Venntel Portal

**Time Transparency**
OPAQUE

**From:** (b) (6) @venntel.com>
**Sent:** Friday, September 27, 2019 2:21 PM
**To:** (b) (6), (b) (7)(C) (b) (6)@govplace.com (b) (6)
**Subject:** PO - GP1-6713 - Acknowledgement of Receipt

Good afternoon,

Please be advised that Venntel is acknowledging receipt of PO-GP1-6713 fo (b)(7)(E) to the Venntel Portal an (b)(7)(E) (b) (7)(E).

Access to the Venntel Portal fo (b)(7)(E) has been deployed and Tickets fo (b) (7)(E) have been generated and assigned to the customer.

Delivery is immediate.

Please let me know if you have any questions.

Best,

(b) (6)

--
(b) (6)
Vice President - Customer Experience
(b) (6)
(b) (6) @venntel.com

**Subject:** Invitation: New Venntel Portal @ Thu May 7, 2020 11am - 12pm (EDT)
(b)(6) (b)(7)(C) @cbp.dhs.gov)

**Start:** Thu 5/7/2020 11:00 AM
**End:** Thu 5/7/2020 12:00 PM
**Show Time As:** Tentative

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organizer:** (b) (6) @venntel.com

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact the CBP Security Operations Center with questions or concerns.

-----Original Appointment-----
**Fro** (b) (6) @venntel.co (b) (6) @venntel.com>
**Sent:** Tuesday, May 5, 2020 1:59 PM
**T** (b) (6) @venntel.com (b) (7)(E) (b)(6) (b)(7)(C)
**Subject:** Invitation: New Venntel Portal @ Thu May 7, 2020 11am - 12pm (EDT)
(b)(6) (b)(7)(C) @cbp.dhs.gov)
**When:** Thursday, May 7, 2020 11:00 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).
**Where:**

**CAUTION:** This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact the CBP Security Operations Center with questions or concerns.

-----Original Appointment-----
**Fro** (b) (6) @venntel.co (b) (6) @venntel.com>
**Sent:** Tuesday, May 5, 2020 1:59 PM
**T** (b) (6) @venntel.com (b) (6), (b) (7)(C)

**Subject:** Invitation: New Venntel Portal @ Thu May 7, 2020 11am - 12pm (EDT)
(b)(6) (b)(7)(C) @cbp.dhs.gov)
**When:** Thursday, May 7, 2020 11:00 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).
**Where:**

**CAUTION:** This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact the CBP Security Operations Center with questions or concerns.

**You have been invited to the following event.**

## New Venntel Portal

When

Thu May 7, 2020 11am 12pm Eastern Time - New York

Joining info

Join GoToMeeting Session

(b)(7)(E)

Join by phone

(b)(7)(E)

Joining instructions

Calendar

(b)(6) (b)(7)(C) @cbp.dhs.gov

Who

- (b) (6) @venntel.com - organizer

•

(b)(6) (b)(7)(C) @cbp.dhs.gov

**more details »**

Goin (b)(6) (b)(7)(C) @cbp.dhs.gov)? **Yes** - **Maybe** - **No** more options »

Invitation from Google Calendar

You are receiving this courtesy email at the accou (b)(6) (b)(7)(C) @cbp.dhs.gov because you are an attendee of this event.

To stop receiving future updates for this event, decline this event. Alternatively you can sign up for a Google account at https://www.google.com/calendar/ and control your notification settings for your entire calendar.

Forwarding this invitation could allow any recipient to send a response to the organizer and be added to the guest list, or invite others regardless of their own invitation status, or to modify your RSVP. Learn More.

*This message is private and confidential and is intended only for the recipient specified in this message. If you received this message in error, please notify the sender by reply transmission and deleting the message. If you are not the intended recipient, any use, disclosure, dissemination, distribution, publication, or copying of this message and its contents is strictly prohibited.*

invite.ics

# New Venntel Portal

# 20200507T150000Z
# CONFIRMED

**PRODID**
-//Google Inc//Google Calendar 70.9054//EN

**Version**
2.0

**CALSCALE**
GREGORIAN

**METHOD**
REQUEST

**Start Date/Time**
20200507T150000Z

**End Date/Time**
20200507T160000Z

**DTSTAMP**
20200505T175858Z

**ORGANIZE** [redacted] (b) (6) @venntel.com )
mail [redacted] (b) (6) @venntel.com

**UID**
12mu5s1rnl8u3th22kj5kova75@google.com

**Attendee** **mailt** [redacted] (b)(6) (b)(7)(C) **@cbp.dhs.gov**
*Role* REQ-PARTICIPANT
*RSVP* TRUE

**Attendee** **mailt** [redacted] (b) (6) **@venntel.com**
*Role* REQ-PARTICIPANT
*RSVP* TRUE

**X-MICROSOFT-CDO-OWNERAPPTID**
[redacted] (b)(7)(E)

**CREATED**
20200505T175856Z

**Description**
-::~:~::~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~::~:~::-
Please do not edit this section of the description.

Join GoToMeeting Session
[redacted] (b)(7)(E)
Join by phone

(b)(7)(E)

Joining instructions:
(b)(7)(E)

View your event at
(b)(7)(E)

-::~:~::~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~::~:~::-

**Last Modified**
20200505T175856Z

**Location**

**Sequence Number**
0

**Status**
CONFIRMED

**Summary**
New Venntel Portal

**Time Transparency**
OPAQUE

**From:** (b) (6) @venntel.com>
**Sent:** Monday, September 30, 2019 10:56 AM
**To:** (b)(6) (b)(7)(C)
**Subject:** This week

(b)(6) (b)(7)(C)

Any day this week work for you?

(b) (6)

(b) (6)

Venntel, Inc.
(b) (6) @venntel.com
(b) (6)

**Subject:** FW: Invitation: New Venntel Portal @ Thu May 7, 2020 4pm - 5pm (EDT) [redacted] (b)(6) (b)(7)(C) @cbp.dhs.gov)

**Start:** Thu 5/7/2020 4:00 PM
**End:** Thu 5/7/2020 5:00 PM
**Show Time As:** Tentative

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organizer:** [redacted] (b)(6) (b)(7)(C) on behalf [redacted] (b) (6) @venntel.co [redacted] (b) (6) @venntel.com

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact the CBP Security Operations Center with questions or concerns.

-----O Appointment-----
**Fro** [redacted] (b) (6) @venntel.co [redacted] (b) (6) @venntel.com>
**Sent:** Tuesday, May 5, 2020 2:00 PM [redacted] (b)(6) (b)(7)(C)
**To** (b) (6) @venntel.com (b) (7)(E) [redacted]
**Subject:** Invitation: New Venntel Portal @ Thu May 7, 2020 4pm - 5pm (EDT)
[redacted] (b)(6) (b)(7)(C) @cbp.dhs.gov)
**When:** Thursday, May 7, 2020 4:00 PM-5:00 PM (UTC-05:00) Eastern Time (US & Canada).
**Where:**

**CAUTION:** This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact the CBP Security Operations Center with questions or concerns.

-----Original Appointment-----
**From** [redacted] (b) (6) @venntel.com [redacted] (b) (6) @venntel.com>
**Sent:** Tuesday, May 5, 20 [redacted] (b)(6) (b)(7)(C)
[redacted] (b) (6) @venntel.com

**Subject:** Invitation: New Venntel Portal @ Thu May 7, 2020 4pm - 5pm (EDT)
(b)(6) (b)(7)(C) @cbp.dhs.gov)
**When:** Thursday, May 7, 2020 4:00 PM-5:00 PM (UTC-05:00) Eastern Time (US & Canada).
**Where:**

**CAUTION:** This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact the CBP Security Operations Center with questions or concerns.

**You have been invited to the following event.**

## New Venntel Portal

When

Thu May 7, 2020 4pm 5pm Eastern Time - New York

Joining info

Join GoToMeeting Session

(b)(7)(E)

Join by phone

(b)(7)(E)

Joining instructions

Calendar

(b)(6) (b)(7)(C) @cbp.dhs.gov

Who

- (b) (6) @venntel.com - organizer

•

(b)(6) (b)(7)(C) @cbp.dhs.gov

**more details »**

Goin (b)(6) (b)(7)(C) @cbp.dhs.gov)? **Yes** - **Maybe** - **No** more options »

Invitation from Google Calendar

You are receiving this courtesy email at the accou (b)(6) (b)(7)(C) @cbp.dhs.gov because you are an attendee of this event.

To stop receiving future updates for this event, decline this event. Alternatively you can sign up for a Google account at https://www.google.com/calendar/ and control your notification settings for your entire calendar.

Forwarding this invitation could allow any recipient to send a response to the organizer and be added to the guest list, or invite others regardless of their own invitation status, or to modify your RSVP. Learn More.

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invite.ics

# New Venntel Portal

# 20200507T200000Z
# CONFIRMED

**PRODID**
-//Google Inc//Google Calendar 70.9054//EN

**Version**
2.0

**CALSCALE**
GREGORIAN

**METHOD**
REQUEST

**Start Date/Time**
20200507T200000Z

**End Date/Time**
20200507T210000Z

**DTSTAMP**
20200505T175922Z

**ORGANIZE** [redacted] (b) (6) @venntel.com )
mail [redacted] (b) (6) @venntel.com

**UID**
68jc8o57epr1m634tki2p8bn67@google.com

**Attendee** **mailt** [redacted] (b)(6) (b)(7)(C) **@cbp.dhs.gov**
*Role* REQ-PARTICIPANT
*RSVP* TRUE

**Attendee** **mail** [redacted] (b) (6) **@venntel.com**
*Role* REQ-PARTICIPANT
*RSVP* TRUE

**X-MICROSOFT-CDO-OWNERAPPTID**
[redacted] (b)(7)(E)

**CREATED**
20200505T175921Z

**Description**
-::~:~::~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~::~:~::-
Please do not edit this section of the description.

Join GoToMeeting Session
[redacted] (b)(7)(E)
Join by phone

(b)(7)(E)

Joining instructions:
(b)(7)(E)

View your event at
(b)(7)(E)

-::~:~::~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~::~:~::-

**Last Modified**
20200505T175921Z

**Location**

**Sequence Number**
0

**Status**
CONFIRMED

**Summary**
New Venntel Portal

**Time Transparency**
OPAQUE

**Sent:** Wednesday, October 9, 2019 8:06 AM
**To:** (b) (6)
**Subject:** RE: Connecting

Sorr (b) (6)

My October has been tough I'm taking some leave next week and it has compressed everything on my schedule.

v/r,
(b)(6) (b)(7)(C)

**Fro** (b) (6) @venntel.com>
**Sent:** Tuesday, October 8, 2019 12:08 PM
**T** (b)(6) (b)(7)(C) @cbp.dhs.gov>
**Subject:** Connecting

He (b)(6) (b)(7)(C)

What does your schedule look like this or next week? Would like to cover off a few items includin (b) (4), (b) (7)(E)
(b) (4), (b) (7)(E)

Let me know what works for you.

(b) (6)

(b) (6)

Venntel, Inc.
(b) (6) @venntel.com
(b) (6)

**From:** (b)(6) (b)(7)(C)
**Sent:** Thursday, May 7, 2020 3:45 PM
**To:** (b) (6) @venntel.com
**Subject:** Accepted: Invitation: New Venntel Portal @ Thu May 7, 2020 4pm - 5pm (EDT)
(b)(6) (b)(7)(C) @cbp.dhs.gov)

**From:** (b) (6) @venntel.com>
**Sent:** Wednesday, October 9, 2019 10:27 AM
**To:** (b)(6) (b)(7)(C)
**Subject:** Re: Connecting

Works for me. Do you want to send an in its or I can.

(b) (6)

Sent from my iPhone

On Oct 9, 2019, at 8:58 AM (b) (7)(C), (b) (6) @cbp.dhs.gov> wrote:

Sorr (b) (6)

My October has been tough I'm taking some leave next week and it has compressed everything on my schedule.
What does the morning of 24 Oct look like for you?

v/r,
(b)(6) (b)(7)(C)

**From** (b) (6) @venntel.com>
**Sent:** Tuesday, October 8, 2019 12:08 PM
**T** (b)(6) (b)(7)(C) @cbp.dhs.gov>
**Subject:** Connecting

He (b)(6) (b)(7)(C)

What does your schedule look like this or next week? Would like to cover off a few items includin (b) (4), (b) (7)(E)

Let me know what works for you.

(b) (6)

(b) (6)

Venntel, Inc.
(b) (6) @venntel.com
(b) (6)

**Subject:** Connect wit (b) (6) (Venntel)
**Location:** Phon (b)(6) (b)(7)(C) or Kingstowne

**Start:** Thu 10/24/2019 9:00 AM
**End:** Thu 10/24/2019 9:30 AM

**Recurrence:** (none)

**Meeting Status:** Meeting organizer

**Organizer:** (b) (6), (b) (7)(C)
**Required Attendees:** (b) (6)

**Subject:** Connect wi (b) (6) Venntel)
**Location:** Phon (b)(6) (b)(7)(C) or Kingstowne

**Start:** Wed 10/23/2019 9:00 AM
**End:** Wed 10/23/2019 9:30 AM
**Show Time As:** Tentative

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organizer:** (b) (6), (b) (7)(C)
**Required Attendees:** (b) (6)

**From:** Google Calendar <calendar-notification@google.com> on behalf of Google Calendar on behalf (b) (6)@venntel.co (b) (6)@venntel.co (b) (6)@venntel.com>
**Sent:** Wednesday, October 9, 2019 11:32 AM
**To:** (b)(6) (b)(7)(C)
**Subject:** Accepted: Connect wit (b) (6) Venntel) @ Thu Oct 24, 2019 9am - 9:30am (EDT) (b)(6) (b)(7)(C)
**Attachments:** invite.ics

**(b) (6)@venntel.com has accepted this invitation.**

## Connect wi (b) (6) Venntel)

When Thu Oct 24, 2019 9am – 9:30am Eastern Time - New York

Where Phon (b) (6), (b) (7)(C) or Kingstowne (map)

Calendar (b)(6) (b)(7)(C)

Who (b)(6) (b)(7)(C) organizer

(b) (6) @venntel.com - creator

Invitation from Google Calendar

You are receiving this courtesy email at the accoun (b) (6), (b) (7)(C) l@cbp.dhs.gov because you are an attendee of this event.

To stop receiving future updates for this event, decline this event. Alternatively you can sign up for a Google account at https://www.google.com/calendar/ and control your notification settings for your entire calendar.

Forwarding this invitation could allow any recipient to send a response to the organizer and be added to the guest list, or invite others regardless of their own invitation status, or to modify your RSVP. Learn More.

# Connect wit (b) (6) Venntel)
# Phon (b)(6) (b)(7)(C) or Kingstowne
# 20191024T130000Z
# CONFIRMED

**PRODID**
-//Google Inc//Google Calendar 70.9054//EN

**Version**
2.0

**CALSCALE**
GREGORIAN

**METHOD**
REPLY

**Start Date/Time**
20191024T130000Z

**End Date/Time**
20191024T133000Z

**DTSTAMP**
20191009T153223Z

**ORGANIZER** ( CN (b)(6) (b)(7)(C)
mailt (b)(6) (b) (7)(C) @cbp.dhs.gov

**UID**

040000008200E00074C5B7101A82E008000000009071FF7D947ED5010000000000000000100000000F3F594A17494144394FAB998C119916C

**Attendee** **mailt** (b) (6) **@venntel.com**
*Role* REQ-PARTICIPANT

**CREATED**
20191009T152936Z

**Description**

**Last Modified**
20191009T153220Z

**Location**
Phon (b)(6) (b)(7)(C) or Kingstowne

**Sequence Number**
1

**Status**
CONFIRMED

**Summary**
Connect wit (b) (6) Venntel)

**Time Transparency**
OPAQUE

**X-MICROSOFT-CDO-ALLDAYEVENT**
FALSE

**X-MICROSOFT-CDO-APPT-SEQUENCE**
1

**X-MICROSOFT-CDO-BUSYSTATUS**
TENTATIVE

**X-MICROSOFT-CDO-IMPORTANCE**
1

**X-MICROSOFT-CDO-INSTTYPE**
0

**X-MICROSOFT-CDO-INTENDEDSTATUS**
BUSY

**X-MICROSOFT-CDO-OWNERAPPTID**
(b)(7)(E)

**X-MICROSOFT-DISALLOW-COUNTER**
FALSE

**X-MICROSOFT-DONOTFORWARDMEETING**
FALSE

**X-MICROSOFT-LOCATIONS**
[{"DisplayName":"Phon (b) (6), (b) (7)(C) or Kingstowne","LocationAnnotation":"","LocationUri":"","LocationStreet":"","LocationCity":"","LocationState":"","LocationCountry":"","LocationPostalCode":"","LocationFullAddress":""}]

**From:** (b) (6) [redacted] @mac.com>
**Sent:** Wednesday, October 9, 2019 11:49 AM
**To:** (b)(6) (b)(7)(C)
**Subject:** Event accepted: Connect wi (b) (6) (Venntel)
**Attachments:** iCal-Reply.ics

(b) (6) [redacted] has accepted your invitation to the event: Connect wi (b) (6) (Venntel), scheduled for October 23, 2019 at 9:00 AM (America/New_York (EDT) offset -14400 (Daylight)).

# 20070311T020000

**CALSCALE**
GREGORIAN

**Version**
2.0

**METHOD**
REPLY

**PRODID**
-//Apple Inc.//Mac OS X 10.15//EN

**TZID**
America/New_York

**TZOFFSETFROM**
-0500

**Recurrence Rule**
FREQ=YEARLY;BYMONTH=3;BYDAY=2SU

**Start Date/Time**
20070311T020000

**TZNAME**
EDT

**TZOFFSETTO**
-0400

# 20071104T020000

**TZOFFSETFROM**
-0400

**Recurrence Rule**
FREQ=YEARLY;BYMONTH=11;BYDAY=1SU

**Start Date/Time**
20071104T020000

**TZNAME**
EST

**TZOFFSETTO**
-0500

# Connect wi (b) (6) Venntel)
# Phon (b)(6) (b)(7)(C) or Kingstowne
# 20191023T090000
# CONFIRMED

**Description**

**Summary**
Connect wit (b) (6) Venntel)

**X-MICROSOFT-DONOTFORWARDMEETING**
FALSE

**Priority**
5

**Categories**
PUBLIC

**X-MICROSOFT-CDO-IMPORTANCE**
1

**ORGANIZER** ( CN (b)(6) (b)(7)(C)
MAILT (b)(6) (b)(7)(C) @cbp.dhs.gov

**X-MICROSOFT-CDO-BUSYSTATUS**
TENTATIVE

**X-MICROSOFT-CDO-OWNERAPPTID**
(b) (7)(E)

**UID**

040000008200E00074C5B7101A82E008000000009071FF7D947ED5010000000000000001000000
0F3F594A17494144394FAB998C119916C

**Start Date/Time**
20191023T090000

**Sequence Number**
0

**X-MICROSOFT-CDO-INTENDEDSTATUS**
BUSY

**X-MICROSOFT-CDO-APPT-SEQUENCE**
0

**Location**
Phon (b)(6) (b)(7)(C) or Kingstowne

**X-MICROSOFT-CDO-INSTTYPE**
0

**Attendee mailto (b) (6) @mac.com**

**Status**
CONFIRMED

**DTSTAMP**
20191009T154907Z

**Last Modified**
20191009T154900Z

**X-MICROSOFT-DISALLOW-COUNTER**
FALSE

**CREATED**
20191009T154900Z

**End Date/Time**
20191023T093000

**X-APPLE-TRAVEL-ADVISORY-BEHAVIOR**
AUTOMATIC

**X-MICROSOFT-LOCATIONS**
[{"DisplayName":"Phon (b) (7)(C), (b) (6) or Kingstowne","LocationAnnotation":"","LocationUri":"","LocationStreet":"","LocationCity":"","LocationState":"","LocationCountry":"","LocationPostalCode":"","LocationFullAddress":""}]

**Sent:** Wednesday, January 15, 2020 12:44 PM
**To:** MCLAUGHLIN, JIM E
**Subject:** FW: Second to chat?

---

**Fro** (b)(6) (b)(7)(C) @cbp.dhs.gov>
**Sent:** Wednesday, January 15, 2020 12:38 PM
**T** (b)(6) (b)(7)(C) @CBP.DHS.GOV (b)(6) (b)(7)(C) @cbp.dhs.gov>
**Cc** (b)(6) (b)(7)(C) cbp.dhs.gov (b)(6) (b)(7)(C) (b)(6) (b)(7)(C) @cbp.dhs.gov>
**Subject:** FW: Second to chat?

FYSA...WSJ reached out to Venntel

(b)(6) (b)(7)(C)
**Senior Advisor**
(b) (7)(E)
**U.S. Customs & Border Protection**
(b)(6) (b)(7)(C) C)

**Fro** (b) (6) venntel.com>
**Sent:** Wednesday, January 15, 2020 12:13 PM
**T** (b)(6) (b)(7)(C) @cbp.dhs.gov>
**Subject:** Re: Second to chat?

Apparently the Wall Street Journal has already reached out to us. Our response is that we don't talk about our customers.

(b) (6)

On Wed, Jan 15, 2020 at 10:45 AM (b)(6) (b)(7)(C) (b)(6) (b)(7)(C) cbp.dhs.gov> wrote:

(b)(6) (b)(7)(C)
**Senior Advisor**
(b) (7)(E)
**U.S. Customs & Border Protection**
(b)(6) (b)(7)(C) **(C)**

--

(b) (6)

Venntel, Inc.
(b) (6) @venntel.com
(b) (6)

**From:** (b)(6)&(b)(7)(C)
**Sent:** Tuesday, January 21, 2020 2:07 PM
**To:** (b) (6)
**Cc:** (b) (6), (b) (7)(C)
**Subject:** Order 04C19F0802 - Venntel

Good Afternoon,

The subject line PO has come under recent scrutiny as it is believed that Venntel may be sharing information with the media regarding their product and usage by CBP. Please be reminded that one of the clauses called out in this contract reads:

**From:** (b)(6) (b)(7)(C)
**Sent:** Tuesday, January 21, 2020 2:08 PM
**To:** (b) (6)
**Cc:** (b) (6), (b) (7)(C)
**Subject:** Recall: Order 04C19F0802 - Venntel

**Expires:** Thursday, January 23, 2020 2:08 PM

(b) (6), (b) (7)(C) . would like to recall the message, "Order 04C19F0802 - Venntel".

**From:** (b)(6) (b)(7)(C)
**Sent:** Tuesday, January 21, 2020 2:10 PM
**To:** (b) (6)
**Cc:** (b) (6), (b) (7)(C)
**Subject:** RE: Order 04C19F0802 - Venntel

Apologies hit send too fast. Please see completed message below:

---

**Fro** (b)(6) (b)(7)(C)
**Sent:** Tuesday, January 21, 2020 2:07 PM
**To** (b) (6) @pcitec.com>
**Cc** (b) (6), (b) (7)(C) @CBP.DHS.GOV> (b) (6), (b) (7)(C) @CBP.DHS.GOV>
**Subject:** Order 04C19F0802 - Venntel

Good Afternoon,

The subject line PO has come under recent scrutiny as it is believed that Venntel may be sharing information with the media regarding their product and usage by CBP. Please be reminded that one of the clauses called out in this contract reads:

**I.9 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMEN**

Under no circumstances shall the Contractor, or anyone acting on
services, or equipment furnished pursuant to the provisions of this
advertising without first obtaining explicit written consent to do so fı

The Contractor agrees not to refer to awards in commercial adverti
product or service provided is endorsed or preferred by the Federa
to be superior to other products or services.

[End of Clause]

Please ensure that all manufacturers under this order are aware and have had this clause reiterated to them.

Thank you,

(b)(6) (b)(7)(C)
DHS/CBP/OIT/TASPD
12825 Worldgate D (b) (6), (b) (7)(C)
Herndon, VA 20170
(b)(6) (b)(7)(C)

NOTICE: The Contracting Officer is the sole individual who is authorized to make changes to the contract. The contents of this e-mail are not intended to change the existing scope of the contract. If the contractor considers any part of this communication to constitute a change in scope, the Contractor shall notify the Contracting Officer in accordance with FAR Clause 52.243-7, Notifications of Changes.

## I.9 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]

**From:** (b) (6) [redacted] @pcitec.com>
**Sent:** Tuesday, January 21, 2020 2:25 PM
**To:** [redacted] (b)(6) (b)(7)(C) [redacted]
**Cc:**
**Subject:** RE: Order 04C19F0802 - Venntel

**CAUTION:** This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact the CBP Security Operations Center with questions or concerns.

[redacted] (b)(6) (b)(7)(C) [redacted]

I will address and remind them of this this ASAP.

(b) (6) [redacted]
Strategic Account Manager
(b) (6) [redacted] @pcitec.com
Panamerica Computers, Inc dba PCi Tec
Phon [redacted] (b) (6) [redacted]
Fax [redacted] (b) (6) [redacted]

(b) (6) [redacted]
Strategic Account Manager
(b) (6) [redacted] @pcitec.com
Phone [redacted] (b) (6) [redacted]
Cel [redacted] (b) (6) [redacted]

A HUBZone, EDWOSB,WOSB, Minority owned company.
**ISO 9001:2008**

**FSII HUBZone:** HSHQDC-12-D-00013
**FSII EDWOSB:** HSHQDC-13-D-00012
**SEWP V:** NNG15SD02B
**CIO CS:** HHSN316201500030W
**GSA:** GS-35F-0397U

***How am I doing? If you have any comments or concerns, please email my manager:***
(b) (6) [redacted] ***@pcitec.com)***

This email and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

**Fro** (b)(6) (b)(7)(C) @cbp.dhs.gov>
**Sent:** Tuesday, January 21, 2020 2:10 PM
**To** (b) (6) @pcitec.com>
**Cc** (b) (6), (b) (7)(C) @cbp.dhs.gov> (b) (6), (b) (7)(C) @CBP.DHS.GOV>
**Subject:** RE: Order 04C19F0802 - Venntel

Apologies hit send too fast. Please see completed message below:

**Fro** (b)(6) (b)(7)(C)
**Sent:** Tuesday, January 21, 2020 2:07 PM
**To** (b) (6) @pcitec.com>
**Cc** (b) (6), (b) (7)(C) @CBP.DHS.GOV> (b) (6), (b) (7)(C) @CBP.DHS.GOV>
**Subject:** Order 04C19F0802 - Venntel

Good Afternoon,

The subject line PO has come under recent scrutiny as it is believed that Venntel may be sharing information with the media regarding their product and usage by CBP. Please be reminded that one of the clauses called out in this contract reads:

**I.9 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMEN**

Under no circumstances shall the Contractor, or anyone acting on
services, or equipment furnished pursuant to the provisions of this
advertising without first obtaining explicit written consent to do so fr

The Contractor agrees not to refer to awards in commercial adverti
product or service provided is endorsed or preferred by the Federa
to be superior to other products or services.

[End of Clause]

Please ensure that all manufacturers under this order are aware and have had this clause reiterated to them.

Thank you,
(b)(6) (b)(7)(C)
DHS/CBP/OIT/TASPD
12825 Worldgate D (b) (6), (b) (7)(C)
Herndon, VA 20170
(b)(6) (b)(7)(C)

NOTICE: The Contracting Officer is the sole individual who is authorized to make changes to the contract. The contents of this e-mail are not intended to change the existing scope of the contract. If the contractor considers any part of this

communication to constitute a change in scope, the Contractor shall notify the Contracting Officer in accordance with FAR Clause 52.243-7, Notifications of Changes.

**Subject:** Invitation: New Venntel Portal @ Thu May 7, 2020 4pm - 5pm (EDT) (b)(6) (b)(7)(C) @cbp.dhs.gov)

**Start:** Thu 5/7/2020 4:00 PM
**End:** Thu 5/7/2020 5:00 PM
**Show Time As:** Tentative

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organizer:** (b) (6) @venntel.com

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact the CBP Security Operations Center with questions or concerns.

-----Original Appointment----
**Fro** (b) (6) @venntel.co (b) (6) @venntel.com>
**Sent:** Tuesday, May 5, 2020 2:00 PM
**T** (b) (6) @venntel.com (b) (7)(E) (b)(6) (b)(7)(C)
**Subject:** Invitation: New Venntel Portal @ Thu May 7, 2020 4pm - 5pm (EDT) (b)(6) (b)(7)(C) @cbp.dhs.gov)
**When:** Thursday, May 7, 2020 4:00 PM-5:00 PM (UTC-05:00) Eastern Time (US & Canada).
**Where:**

**CAUTION:** This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact the CBP Security Operations Center with questions or concerns.

-----Original Appointment-----
**Fro** (b) (6) @venntel.co (b) (6) @venntel.com>
**Sent:** ay, May 5, 2020 2:00 PM
**T** (b) (6) @venntel.co (b)(6) (b)(7)(C)

**Subject:** Invitation: New Venntel Portal @ Thu May 7, 2020 4pm - 5pm (EDT)
(b)(6) (b)(7)(C) @cbp.dhs.gov)
**When:** Thursday, May 7, 2020 4:00 PM-5:00 PM (UTC-05:00) Eastern Time (US & Canada).
**Where:**

**CAUTION:** This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact the CBP Security Operations Center with questions or concerns.

**You have been invited to the following event.**

## New Venntel Portal

When

Thu May 7, 2020 4pm 5pm Eastern Time - New York

Joining info

Join GoToMeeting Session

(b)(7)(E)

Join by phone

(b)(7)(E)

Joining instructions

Calendar

(b)(6) (b)(7)(C) @cbp.dhs.gov

Who

•

(b) (6) @venntel.com - organizer

•

(b)(6) (b)(7)(C) @cbp.dhs.gov

**more details »**

Goin (b)(6) (b)(7)(C) @cbp.dhs.gov)? **Yes** - **Maybe** - **No** more options »

Invitation from Google Calendar

You are receiving this courtesy email at the accou (b)(6) (b)(7)(C) @cbp.dhs.gov because you are an attendee of this event.

To stop receiving future updates for this event, decline this event. Alternatively you can sign up for a Google account at https://www.google.com/calendar/ and control your notification settings for your entire calendar.

Forwarding this invitation could allow any recipient to send a response to the organizer and be added to the guest list, or invite others regardless of their own invitation status, or to modify your RSVP. Learn More.

*This message is private and confidential and is intended only for the recipient specified in this message. If you received this message in error, please notify the sender by reply transmission and deleting the message. If you are not the intended recipient, any use, disclosure, dissemination, distribution, publication, or copying of this message and its contents is strictly prohibited.*

invite.ics

# New Venntel Portal

# 20200507T200000Z
# CONFIRMED

**PRODID**
-//Google Inc//Google Calendar 70.9054//EN

**Version**
2.0

**CALSCALE**
GREGORIAN

**METHOD**
REQUEST

**Start Date/Time**
20200507T200000Z

**End Date/Time**
20200507T210000Z

**DTSTAMP**
20200505T175922Z

**ORGANIZE** [redacted] (b) (6) @venntel.com )
mailt [redacted] (b) (6) @venntel.com

**UID**
68jc8o57epr1m634tki2p8bn67@google.com

**Attendee** **mailt** [redacted] (b)(6) (b)(7)(C) **@cbp.dhs.gov**
*Role* REQ-PARTICIPANT
*RSVP* TRUE

**Attendee** **mailt** [redacted] (b) (6) **@venntel.com**
*Role* REQ-PARTICIPANT
*RSVP* TRUE

**X-MICROSOFT-CDO-OWNERAPPTID**
[redacted] (b)(7)(E)

**CREATED**
20200505T175921Z

**Description**
-::~:~::~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~::~:~::-
Please do not edit this section of the description.

Join GoToMeeting Session
[redacted] (b)(7)(E)
Join by phone

(b)(7)(E)

Joining instructions:
(b)(7)(E)

View your event at
(b)(7)(E)

-::~:~::~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~:~::~:~::-

**Last Modified**
20200505T175921Z

**Location**

**Sequence Number**
0

**Status**
CONFIRMED

**Summary**
New Venntel Portal

**Time Transparency**
OPAQUE

# ORDER FOR SUPPLIES OR SERVICES



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

1. DATE OF ORDER: 09/04/2020
2. CONTRACT NO. (if any):
3. ORDER NO.: 70B02C20P00000521
4. REQUISITION/REFERENCE NO.: 0020120481
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

6. SHIP TO:
a. NAME OF CONSIGNEE: See Attached Delivery Schedule
b. STREET ADDRESS:
c. CITY:
d. STATE:
e. ZIP CODE:
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR: VENNTEL INC
b. COMPANY NAME:
c. STREET ADDRESS: 2201 COOPERATIVE WAY STE 600
d. CITY: HERNDON
e. STATE: VA
f. ZIP CODE: 20171-3005

8. TYPE OF ORDER
☒ 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. 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
SEE ATTACHED

10. REQUISITIONING OFFICE
(b) (6), (b) (7)(C)

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☒ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION: DESTINATION
b. ACCEPTANCE: DESTINATION

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B POINT ON OR BEFORE (Date): 09/09/2021

16. DISCOUNT TERMS: Within 30 days Due net

17. SCHEDULE (See reverse for Rejections)

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | Accpt |
|---|---|---|---|---|---|---|
| 10 | Venntel License Fee | (b) (7)(E) | EA | (b) (7)(E), (b) (4) | | |

18. SHIPPING POINT:
19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.:

17(h)TOT. (Cont. pages): $0.00

21. MAIL INVOICE TO:
SEE BILLING INSTRUCTIONS REVERSE
a. NAME: DHS - Customs & Border Protection Commercial Accounts Sect.
b. STREET ADDRESS (or P.O. Box): 6650 Telecom Drive, Suite 100
c. CITY: Indianapolis
d. STATE: IN
e. ZIP CODE: 46278

17(i) GRAND TOTAL: $20,000.00

22. UNITED STATES OF AMERICA BY (Signature): (b) (6), (b) (7)(C)
23. NAME (Typed): (b) (6), (b) (7)(C)
TITLE: CONTRACTING/ORDERING OFFICER

| DATE OF ORDER | CONTRACT NO. (if any) | ORDER NO. | PAGE OF PAGES |
|---|---|---|---|
| 09/04/2020 | | 70B02C20P00000521 | 2 2 |

**Federal Tax Exempt ID:** (b) (3) (A)

**Emailing Invoices to CBP. Do not mail or email invoices to CBP. Invoices must be submitted via the IPP website, as detailed under Electronic Invoicing and Payment Requirements in the attached terms and conditions.**

**NOTES:**

The purpose of this firm fixed price purchase order is to procure a portal seat (license) for Venntel's Mobile Location Platform. The number of included portal queries per year shall be (b) (7)(E)

Based on the attached Statement of Work and Venntel Inc's quote on September 3, 2020, the total cost of the purchase order is $20,000.00. The period of performance for the portal is September 10, 2020 through September 9, 2021. Delivery will be made to the following POC: (b) (6), (b) (7)(C) @cbp.dhs.gov .

The accounting and appropriation data is attached to this delivery order. The program office official shall determine if goods/services have been received and accepted before processing.

The local POC for this effort is (b) (6), (b) (7)(C) @cbp.dhs.gov . The Contract Specialist for this order is (b) (6), (b) (7)(C) and she can be reached via email at (b) (6), (b) (7)(C) @cbp.dhs.gov.

CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

SIGNATURE OF CONTRACTOR

Chris Gildea, President

NAME AND TITLE OF SIGNER

09/04/2020

DATE SIGNED

70B02C20P00000521

**PURCHASE ORDER TERMS AND CONDITIONS**

**U.S. CUSTOMS and BORDER PROTECTION**
Supplemental Clauses/Provisions

Order Number: 70B02C20P00000521

## I.1 SCHEDULE OF SUPPLIES/SERVICES

| ITEM # | DESCRIPTION | QTY | UNIT | UNIT PRICE | EXT. PRICE |
|---|---|---|---|---|---|
| 10 | Venntel License Fee | (b) (7)(E) | EA | (b) (7)(E), (b) (4) | |

**Total Funded Value of Award:** **$20,000.00**

## I.2 ACCOUNTING and APPROPRIATION DATA

| ITEM # | ACCOUNTING and APPROPRIATION DATA | AMOUNT |
|---|---|---|
| 10 | (b) (7)(E) | $20,000.00 |

## I.3 DELIVERY SCHEDULE

| DELIVER TO: | ITEM # | QTY | DELIVERY DATE |
|---|---|---|---|
| Customs and Border Protection (b) (7)(E) | 10 | (b) (7)(E) | 09/09/2021 |

**II.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

I. FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES

NUMBER TITLE

**II.2 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)**

**II.3 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)**

**II.4 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2018)**

**II.5 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**

**II.6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (AUG 2020)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113–235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions))

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115–91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108–77 and 108–78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate]

[] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

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

[] (4) 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L.109–282) (31 U.S.C. 6101 note)

[] (5) [Reserved].

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

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

[] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020) (31 U.S.C. 6101 note).

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

[] (10) [Reserved].

[] (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

[] (ii) Alternate I (MAR 2020) of 52.219-3.

[] (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (ii) Alternate I (MAR 2020) of 52.219-4.

[] (13) [Reserved]

[] (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

[] (ii) Alternate I (MAR 2020) of 52.219-6.

[] (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

[] (ii) Alternate I (MAR 2020) of 52.219-7.

[] (iii) Alternate II (MAR 2004) of 52.219-7.

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

[] (17) (i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4).

[] (ii) Alternate I (NOV 2016) of 52.219-9.

[] (iii) Alternate II (NOV 2016) of 52.219-9.

[] (iv) Alternate III (JUN 2020) of 52.219-9.

[] (v) Alternate IV (JUN 2020) of 52.219-9.

[] (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

[] (ii) Alternate I (MAR 2020) of 52.219-3.

[] (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

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

[] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

[] (22)(I) 52.219-28, Post Award Small Business Program Rerepresentation (MAY 2020) (15 U.S.C. 632(a)(2)).

[X] (ii) Alternate I (MAR 2020) of 52.219-28.

[] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

[] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).

[] (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020)(15 U.S.C. 644(r)).

[] (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

[X] (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X] (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

[X] (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[] (30)(i) 52.222-26, Equal Opportunity (AUG 2018) (E.O. 11246).

[] (ii) Alternate I (FEB 1999) of 52.222-26.

[] (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

[] (ii) Alternate I (JUL 2014) of 52.222-35.

[X] (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

[] (ii) Alternate I (JUL 2014) of 52.222-36

[] (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

[] (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

[] (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

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

[] (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (OCT 2015) of 52.223-13.

[] (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-14.

[] (42) 52.223-15, Energy Efficiency in Energy--Consuming Products (MAY 2020) (42 U.S.C. 8259b).

[] (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-16.

[X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513)

[] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[] (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[] (ii) Alternate I (JAN 2017) of 52.224-3.

[] (48) 52.225-1, Buy American -- Supplies (MAY 2014) (41 U.S.C. chapter 83).

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

[] (ii) Alternate I (MAY 2014) of 52.225-3.

[] (iii) Alternate II (MAY 2014) of 52.225-3.

[] (iv) Alternate III (MAY 2014) of 52.225-3.

[] (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[] (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (53) 52.226-4, Notice of Disaster or Emergency Area set-Aside (NOV 2007)

[] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)

[] (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

[] (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

[] (59) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

[] (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (APR 2003) of 52.247-64.

[] Alternate II (FEB 2006) of 52.247-64

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]

[] (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. Chapter 67).

[] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[ ] (7) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658)

[] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706)

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203–19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113–235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115–91).

(iv) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015)

(vii) Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212)

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii) [X] (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

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

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

(End of clause)

**II.7 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

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

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

(End of clause)

**II.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.

[X ] 3052.247-72 F.o.B. Destination Only.

(End of clause)

**II.9 52.204-23 - PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018) (DEVIATION 20-05)**

(a) *Definitions.* As used in this clause –

"*Covered article*" means any hardware, software, or service that–

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

"*Covered entity*" means –

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information contained in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

**II.10 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (DEVIATION APR 2020)**

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract in accordance with the accelerated payment date established, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, with a goal of 15 days after receipt of a proper invoice and all other required documentation from the small business subcontractor if a specific payment date is not established by contract.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the 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)

**II.11 CONTRACT TYPE (OCT 2008)**

This is a Firm Fixed Price Contract.

[End of Clause]

**II.12 PERIOD OF PERFORMANCE (MAR 2003)**

The period of performance of this contract shall be from 09/10/2020 through 09/09/2021.

[End of Clause]

**II.13 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]

## II.14 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (JAN 2016)

Beginning April 11, 2016, payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). Payment terms for existing contracts and orders awarded prior to April 11, 2016 remain the same. The Contractor must use IPP for contracts and orders awarded April 11, 2016 or later, and must use the non-IPP invoicing process for those contracts and orders awarded prior to April 11, 2016.

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP:

-Invoice

The IPP was designed and developed for Contractors to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting IPPCustomerSupport@fms.treas.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

## II.15 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]

## CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

# Customs and Border Protection

## US Border Patrol

(b) (7)(E)

# STATEMENT OF WORK

PR#20120481

Mobile Location Platform

09/03/2020

## 1.0 Background

As a component of DHS, US Customs and Border Protection (CBP) is responsible for protecting our Nation's borders in order to prevent terrorists and terrorist weapons from entering the United States, while facilitating the flow of legitimate trade and travel. CBP is also responsible for apprehending individuals attempting to enter the U.S. illegally; stemming the flow of drugs and other contraband; protecting our agricultural and economic interests from harmful pests and diseases; protecting American business from theft of their intellectual property; and regulating and facilitating international trade, collecting import duties, and enforcing U.S. trade laws.

There are over 350 million mobile devices in the United States in use today, and that number is growing exponentially as more people purchase mobile devices every day. Therefore it is not uncommon to encounter individuals involved with illicit activity taking advantage of mobile technology to further their criminal goals. (b) (7)(E)

(b) (7)(E)

(b) (7)(E)

## 2.0 Salient Characteristics of Technical Specifications

The Contractor is to provide account access to proprietary software and related digital tools known as **Venntel's Mobile Location Platform (Venntel).** (b) (7)(E) (b) (7)(E) . The Venntel software product and associated databases are accessed through a secure, and password protected, online-portal. (b) (7)(E)

(b) (7)(E)

(b) (7)(E) The vendor will provide regular updates to their

software platform, informing the customer of any changes in collection policy or customer access requirements.

## 3.0 Equipment

**Description: Venntel's Mobile Location Platform**

**Quantity**: Number of included Portal queries per use year: (b) (7)(E)

Salient characteristics of technical specifications must be met in order to meet the Sector's (b) (7)(E) needs and requirements.

## 4.0 Deliverables and Schedule

Primary POC is (b) (7)(E) (b) (6), (b) (7)(C), (b) (7)(E) Business Phone: (b) (7)(E), (b) (6), (b) (7)(C) email address at (b) (7)(E), (b) (6), (b) (7)(C)@cbp.dhs.gov.

## 5.0 Period of Performance

The period of performance shall be September 10, 2020 through September 9, 2021.

## 6.0 Special Considerations

The Contractor Shall: All contract-related communications shall be written or confirmed in writing.