



Welcome: Faith Ashton Internal Revenue Service

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Welcome Tasks Purchasing Invoices Payments Discounts Analysis Suppliers

July 5, 2017 7:37 AM

Welcome

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Invoice Number: 143

Hide Details

Actions Summary

- Status: Paid
- Post Status: Posted
- Source: Collector Entered

Related Documents History Add Attachments

<p><b>CHAINALYSIS INC.</b></p> <p>Remit To: CHAINALYSIS INC. 43 W 23RD ST 2FL NEW YORK NY 10010-4307 XMVL DUNS: XMVL DUNS-4:</p>	<p>Invoice Number: 143</p> <p>Issue Date: Nov 24, 2015</p> <p>Receipt Date: Nov 24, 2015</p> <p>Bill Period Start Date:</p> <p>Bill Period End Date:</p> <p>Supplier Contact Name:</p> <p>Supplier Contact Phone:</p> <p>Payment Terms: Net 30 Prompt Pay</p> <p>Due Date: Dec 22, 2015</p> <p>Prompt Pay Penalty: 0 day(s)</p> <p>PO Number: TIRNO15P00240 R 0</p> <p>Contract No.:</p> <p>Buyer Contact Name:</p> <p>Buyer Phone:</p> <p>Buyer Email:</p> <p>COTR:</p> <p>COTR Phone:</p> <p>COTR Email:</p> <p>FOB Terms:</p> <p>Currency Code: USD</p> <p>PO Freight Limit: 0.00</p> <p>Invoice Amount: 13,188.00</p>
<p><b>Internal Revenue Service</b></p> <p>Bill To: Internal Revenue Service</p>	

Final Invoice? (Y/N): Y

INV Line #	Dist #	PO Line #	PO Sch #	PO Dist #	Agency Part #	Item Code	Description	Service Date From	Service Date To	QTY	Unit Price	U.O.M. (Type)	Extended Price	Tax Type	Tax %	Tax Amount
1		1	1	1		0001	The contractor shall provide one Chainalysis Reactor Investigate License for 12 months in accordance with the attached statement of work. Period of performance: September 7 2015 through September 6 2016 Cost breakdown is as follows: \$	9/27/2015	9/6/2016	12.00	1,099.00	YEARS (S)	13,188.00	Exempt	0.00	0.00

Showing 1 of 1

Extended Price Sub-total: 13,188.00  
 Total Misc: 0.00  
 Total Freight: 0.00  
 Total Taxes: 0.00  
 (Totals apply to full invoice) Total Amount: 13,188.00

Invoice Comments:

PO Comments:



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July 5, 2017 7:58 AM

Welcome

Invoice Number: 143

CHAINALYSIS INC.

**Invoice Audit Trail**

List of actions taken on this Invoice.

Date	Action	User	Comment
Dec 2, 2015 6:30:39 PM	Payment Process		Payment import update status to Paid
Dec 2, 2015 11:49:39 AM	ProcessInvoiceStatusAck		Invoice Status with DocumentId: 254A9911046864CEE05400212838BB46 was received by Supplier
Dec 2, 2015 11:49:32 AM	SendInvoiceStatus		Invoice Status: APR has been sent to Supplier: payid33599717811441890418916.chainaly@mailhost
Nov 25, 2015 5:05:33 AM	ProcessInvoiceStatusAck		Invoice Status with DocumentId: 254A9911046864CEE05400212838BB46 was received by Supplier
Nov 25, 2015 5:05:27 AM	SendInvoiceStatus		Invoice Status: PND has been sent to Supplier: payid33599717811441890418916.chainaly@mailhost
Nov 24, 2015 8:30:44 PM	InvoicePostStatusBean		Invoice posted to ERP.
Nov 24, 2015 9:17:25 AM	ProcessInvoiceDisburser		New invoice successfully received and parsed into Disburser Invoice Tables

Showing 1-7 of 7

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RESPONSIVE RECORDS LOCATED IN THE RESEARCH FOLDER

**DIE**

<b>ORDER FOR SUPPLIES OR SERVICES</b>						PAGE 1	OF 20	PAGES
<b>IMPORTANT: Mark all packages and papers with contract and/or order numbers.</b>								
1. DATE OF ORDER 09/07/2015		2. CONTRACT NO. (If any) TIRNO-15-P-00240		6. SHIP TO: a. NAME OF CONSIGNEE Internal Revenue Service				
3. ORDER NO.		4. REQUISITION/REFERENCE NO. V-5-V0-02-MC-B02 000		b. STREET ADDRESS 300 N. Los Angeles St.				
5. ISSUING OFFICE (Address correspondence to) Internal Revenue Service 5000 Ellin Road Lanham, MD 20706				3478		c. CITY Los Angeles		d. STATE CA
						e. ZIP CODE 92324		
7. TO: a. NAME OF CONTRACTOR ATTN: Michael Gronager Phone: 4153164371				f. SHIP VIA Linda Young				
b. COMPANY NAME CHAINALYSIS INC.				8. TYPE OF ORDER				
c. STREET ADDRESS 1510 PAGE MILL RD STE 110				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.				
d. CITY PALO ALTO				e. STATE CA		f. ZIP CODE 94304		
9. ACCOUNTING AND APPROPRIATION DATA 151509R3D VOTF000 5H 3152 9MCB4				10. REQUISITIONING OFFICE OS:A:P				
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN - OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE -DISABLED VETERAN -OWNED <input type="checkbox"/> g. WOMEN -OWNED SMALL BUSINESS(WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. 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) 09/06/2016	
						16. DISCOUNT TERMS Terms: 0% Days: 0		

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	The contractor shall provide one Chainalysis Reactor Investigate License for 12 months in accordance with the attached statement of work.  Period of performance: September 7, 2015 through September 6, 2016  Cost breakdown is as follows:  \$1,099 x 12 months = \$13,188  Invoicing advance payment authorized in accordance with 31 U.S.C. 3324(d)(2)  Purchase order number should be shown on all invoices and packing.	12.00	YR	1,099.00	13,188.00	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. ◀ (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME Invoices must be submitted via the Invoice Processing Platform at www.ipp.gov						12108	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box)						0.00	
c. CITY			d. STATE		e. ZIP CODE	13,188.00		

**22. UNITED STATES OF AMERICA BY (Signature)**

Genevieve Colvin

Digitally signed by Genevieve Colvin  
DN: c=US, o=U.S. Government,  
ou=Department of the Treasury,  
ou=Internal Revenue Service,  
ou=People, serialNumber=CO1576  
cn=Genevieve Colvin  
Date: 2015.09.07.08:51:25 -0700

23. NAME (Typed)  
GENEVIEVE COLVIN 2406137384

TITLE: CONTRACTING/ORDERING OFFICER

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

PAGE NO.  
2

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

DATE OF ORDER: 09/07/2015      CONTRACT NO.: TIRNO-15-P-00240      ORDER NO.:

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)  US\$	AMOUNT (F)  US\$	QUANTITY ACCEPTED (G)
	<p>(Continued)</p> <p>Delivery: Electronic delivery to [REDACTED] [REDACTED]</p> <p>Refer contractual questions or concerns to Faith Ashton at (240) 613-7386.</p>					(b)(6)

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))**

0.00

**Section C  
Statement of Work  
Investigative License  
July 27, 2015**

**C.1 INTRODUCTION**

In support of its mission, Internal Revenue Service (IRS) Criminal Investigation (CI) needs to obtain access to the commercial database World Check, which will give us immediate access to overseas data from 256 different countries where World Check analysts are gathering facts on companies, business individuals, local attorneys and more. This is the viable source for this information.

**C.2 OBJECTIVE**

The purpose of this acquisition is to get access to the contractor reactor to help us trace the movement of money through the bitcoin economy. This is necessary to identify and obtain evidence on individuals using bitcoin to either launder money or conceal income as part of tax fraud or other Federal crimes.

**C.3 SCOPE**

The scope includes procuring the following products:

Product Table:

Product	Description of Goods or Services
Reactor	Investigative license

**C.4 TASKS**

**TECHNICAL SUPPORT**

Vendor shall provide access to the contractor through a web application that communicates to servers where data analysis, research and annotations are stored. User is able to start investigations using a breadth of data sources from known Bitcoin services to transactions hashes, Bitcoin addresses and arbitrary amounts of text.

**C.5 DELIVERY**

The IRS CI Point of Contact is IRS CI, Attn: [Redacted]

[Redacted]

(b)(6)

**CONTRACT ADMINISTRATION DATA**

(a) The Contracting Officer for this requirement is:

Genevieve Colvin  
Internal Revenue Service  
Office of Procurement

**Contracting Officer's Representative (COR) Point of Contact**

The COR Point of Contact for this order is listed below:

Name: [Redacted]  
Address: [Redacted] (b)(6)  
Voice: [Redacted]  
Email: [Redacted]

(b) Performance of work under this contract must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COR does not have authority to issue technical direction that:

- (1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
- (2) constitutes a change as defined in the clause entitled "Changes";
- (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) interferes with the contractor's right to perform under the terms and conditions of the contract; or
- (6) directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

**C.6 PLACE OF PERFORMANCE**

300 North Los Angeles Street  
Room 5016  
Los Angeles, CA 90012

**C.7 PERIOD OF PERFORMANCE**

Period of performance: Date of award through September 6, 2016

## **C.8 GOVERNMENT -FURNISHED PROPERTY**

Access to Government property does not apply.

### **9. Section 508 Compliance**

#### **B. 508 Compliance:**

Section 508 of the Rehabilitation Act Amendments of 1998 (29 U.S.C. ' 794d) was adopted to ensure that the Government's electronic and information technology allows Federal employees with disabilities access to, and use of, information and data that is comparable to that which is available to, and for use by, Federal employees without disabilities. Section 508 contains exceptions (e.g., national security, individual purchase would result in undue burden on the agency, back office systems, etc.) -- a list of such exceptions is available at the U.S. Government's Section 508 web site:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=92> .

Section 508 requires that Federal procurement officials assess electronic and information technologies in relation to the Access Board's published Electronic and Information Technology Standards [hereafter Section 508 Standards] - - procuring, developing, using, and maintaining only those end-user products most closely conforming to Section 508 Standards. While Section 508 does not regulate private sector or state and local government agencies, it encourages the adoption of Section 508 principles when making purchasing decisions.

Electronic and information technology (EIT) has the same meaning as "information technology" except EIT also includes any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. The term EIT, includes, but is not limited to, telecommunication products (such as telephones), information kiosks and transaction machines, worldwide websites, multimedia, and office equipment (such as copiers and fax machines).

According to Section 508 Standards, an information technology system is accessible to people with disabilities if it can be used in a variety of ways that do not depend on a single sense or ability. For example, a system that provides output only in audio format would not be accessible to people with hearing impairments, and a system that requires mouse actions to navigate would not be accessible to people who cannot use a mouse because of a dexterity or visual impairment.

Even with an accessible system, individuals with disabilities may still need specific accessibility-related software or peripheral devices as an accommodation to be able to use it. For example, in order to use a telephone, a person who is hard of hearing may need add-on equipment such as TDD adapters. This is a perfectly acceptable and permissible way to conform to Section 508 Standards.



**Section I**

**I.1 DTAR 1052.209 -71 REPRESENTATION BY CORPORATIONS REGARDING A UNPAID FEDERAL TAX LIABILITY OR CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER FEDERAL LAW (DEVIATION 2015-00002) (JAN 2015)**

(a) In accordance with Sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Public Law 113- 235) none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that -

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is    Is not X a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) It is    Is not X a corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.(End of provision)

**I.2 1052.232-7003 Electronic Invoicing and Payment Requirements for the Invoice Processing Platform (IPP) (Aug 2012)**

The U.S. Department of the Treasury, Financial Managements Internet Payment Platform (IPP) is a government- wide electronic payment information service that replaces the Payment Advice Internet Delivery (PAID) system. IPP allows vendors to receive their remittance information from their financial institution. Effective October 31, 2008, IPP replaced the PAID system. Former PAID users have been automatically migrated to IPP and need to complete the initial provisioning process from the new user ID, temporary password, and web address sent by Treasury. This is necessary in order

to log in to the IPP and view or download payment information. New vendors may register on-line at <https://ipp.gov>. For additional information, refer to the IPP Customer Support at (866) 973- 3131.

The IPP will continue to support the following notification services previously offered by PAID: Web access only to remittance data, no payment notification emails sent, payment notification without remittance detail, and payment notification with remittance detail. Users may select event-driven notifications and schedule the frequency. Vendors can only access their own payment data. IPP remittance information includes the following data: ACH trace number, supplier name, agency name, payment status, issue date, invoice number, PO number, invoice amount, discount amount, payment amount, bank name, and bank address. The IPP will collect payment data for 18 months, which will be available for search, display and download. Payment information will be uploaded to the IPP daily from Treasury systems on the date of payment.

(End of Clause)

### **I.3 IR1052.232 -7003 Electronic Invoicing and Payment Requirements for the Invoice Processing Platform (IPP) (JUL 2015)**

(a) Definitions: "Short payment" as used in this clause means an invoice that includes the cost or price for supplies or services delivered or performed, as well as the cost or price for supplies or services not yet tendered to the Government in accordance with the terms of the contract, order or agreement. "Short payment" example: The contract requires the delivery of a set number of items, with the price, delivery location, and delivery due date also specified. The vendor delivers 50% of the items as specified but invoices for 100% of the items. Before implementation of the IPP, the IRS would have paid the vendor for the items delivered and instructed the vendor to re-invoice the IRS when the balances of the items were delivered. In other words, the IRS would "short pay" the invoice since the IRS did not remit payment for the full invoice amount. With implementation of the IPP, the IRS can no longer do this because the IRS cannot accept an electronic invoice that includes items not yet received. The IRS will reject the invoice. The vendor needs to submit an invoice for only the items received by the IRS (in this case, 50%), and, assuming that these items meet all other contract terms and conditions, the IRS will pay the invoiced amount. The vendor submits subsequent invoice(s) for items as they are delivered and accepted.

(b) The Invoice Processing Platform (IPP) is a secure Web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. Effective October 1, 2012, invoicing for payment through the IPP will be mandatory for all new contract awards. Additional information regarding the IPP may be found at the IPP website address <https://www.ipp.gov>. Contractors must complete the contractor point of contact information below, and submit it with their proposal submissions. Contractors may contact the IPP Helpdesk for assistance via e-mail [atippgroup@bos.frb.org](mailto:atippgroup@bos.frb.org) or via phone at (866) 973 -3131. Once a contract award has been made, the contractor will be contacted by the IPP via e-mail to set-up an account.

It will be necessary for contractors to login to their IPP accounts every 90 days to keep their IPP accounts active.

(c) Michael Gronager Contractor Name: Chainalysis Inc.  
Contractor IPP Point of Contact Name: Michael Gronager  
Contractor Phone Number: 415-799-8585  
Contractor E-mail Address: michael.gronager@chainalysis.com

(d) Electronic Invoicing and Payment Requirements

Vendor invoices submitted electronically through the IPP should be in the proper format and contain the information required for payment processing. In order to be approved for payment, a "proper invoice" must list the items specified in FAR 52.232-25 (a)(3)(i) through (a)(3)(x), or in the case of a Commercial Item Contract, the items included in 52.212-4(g)(1)(i) through (g)(1)(x). If the vendor is offering a discount via the IPP, the discount must be reflected on the invoice. The vendor will select 'Create Invoice'. The IPP system will default to 'Net 30 Prompt Pay' under the Payment Terms dropdown box. The vendor will select from 54 different discount options for the invoice that is being created. If the vendor chooses to offer a discount on the invoice screen, the information will interface to the payment system for processing. Discounts that are offered on attachments rather than the invoice itself cannot be accepted. Under this contract, the following documents are required to be submitted as an attachment to the invoice (Contracting Officer fills in additional documentation that must be furnished by the contractor (e.g. timesheet)) Please do not submit into IPP any documentation/attachments that conflict with what is stated on the invoice:

(e) Payment and Invoice Questions For payment and invoice questions, contact the Beckley Finance Center at (304) 254-3372 or via e-mail at [cfo.bfc.ipp.customer.support@irs.gov](mailto:cfo.bfc.ipp.customer.support@irs.gov).

(f) Waiver

If the Contractor is unable to use the IPP for submitting payment requests starting on October 1, 2012, then a waiver form must be completed and submitted with the contractor's proposal submission for review and approval by the Contracting Officer based on one of the conditions listed in the waiver form included as Attachment 1 to this clause. The vendor will be notified prior to award as to whether their request for waiver has been approved or denied. If the waiver is granted, then a copy of the waiver must be submitted with each paper invoice that the vendor submits to the payment office or the invoice will be returned.

(g) Short Payment

Short payment on vendor submitted invoices will no longer be processed or paid. If any portion of the invoice does not meet the requirements for a proper invoice, the entire invoice shall be rejected and returned to the vendor unpaid.(End of Clause)

**I.4 52.227-14 Rights in Data--General (May 2014)**

As prescribed in 27.409(b)(1), insert the following clause with any appropriate alternates:

(a) Definitions. As used in this clause -

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software" -

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner`s manuals, user`s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade

secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract ;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to -

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright -

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor -

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor -

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or



reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall -

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

### **I.5 IR1052.239 -9008 Section 508 - Information, Documentation, and Support (Sep 2006)**

In accordance with 36 CFR 1194, Subpart D, the electronic information technology (EIT) products and product support services furnished in performance of this contract shall be documented to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Boards Electronic and Information Technology Accessibility Standards. At no time during the performance of the award shall the level

of conformance go below the level of conformance in place at the time of award. At no additional cost, the contractor shall provide information, documentation, and support relative to the supplies and services as described in Section J, Attachment . The contractor shall maintain this detailed listing of compliant products for the full contract term, including forms of extensions, and shall ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:(a) Product support documentation provided to end- users shall be made available in alternate formats upon request, at no additional charge.(b)

End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.(c) Support services for products shall accommodate the communication needs of end- users with disabilities. [End of clause]

### **I.6 IR1052.239 -9010 Section 508 Services (Sep 2006)**

All contracts, solicitations, purchase orders, delivery orders and interagency agreements that contain a requirement for services which will result in the delivery of a new or updated electronic and information technology (EIT) item/product must conform to the applicable provisions of the appropriate technical standards in 36 CFR 1194, Subpart B, and the functional performance criteria in 36 CFR 1194.31, Subpart C, unless an agency exception to this requirement exists. The following technical standards and provisions have been determined to be applicable to this contract: \_\_\_

- 1194.21, Software applications and operating systems.  (a)  (b)  (c)  (d)  (e)  (f)  (g)  (h)  (i)  (j)  (k)  (l)
- 1194.22, Web- based intranet and internet information and applications.  (a)  (b)  (c)  (d)  (e)  (f)  (g)  (h)  (i)  (j)  (k)  (l)  (m)  (n)  (o)  (p)
- 1194.23, Telecommunications products.  (a)  (b)  (c)  (d)  (e)  (f)  (g)  (h)  (i)  (j)  (k)
- 1194.24, Video and multimedia products.  (a)  (b)  (c)  (d)
- 1194.25, Self-contained, closed products.  (a)  (b)  (c)  (d)  (e)  (f)  (g)  (h)  (i)  (j)
- 1194.26, Desktop and portable computers.  (a)  (b)  (c)  (d)

The standards do not require the installation of specific accessibility -related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future. The follow functional performance criteria (36CFR 1194.31) apply to this contract:

(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.

(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.

(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.

(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.

(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.

(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided. [End of clause]

### **I.7 IR1052.239 -9011 Section 508 Accessibility of Electronic and Information Technology (Sep 2006)**

Each electronic and information technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards at 36 CFR 1194. If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will apply the remedies described under FAR 52.246- 2, Inspection of Supplies Fixed Price. The following technical standards and provisions have been determined to be applicable to this contract:

1194.21, Software applications and operating systems.  (a)  (b)  (c)  (d)  (e)  (f)  (g)  (h)  (i)  (j)  (k)  (l)

1194.22, Web-based intranet and internet information and applications.  (a)  (b)  (c)  (d)  (e)  (f)  (g)  (h)  (i)  (j)  (k)  (l)  (m)  (n)  (o)  (p)

1194.23, Telecommunications products.  (a)  (b)  (c)  (d)  (e)  (f)  (g)  (h)  (i)  (j)  (k)

1194.24, Video and multimedia products.  (a)  (b)  (c)  (d)  (e)  (f)  (g)

1194.25, Self-contained, closed products.  (a)  (b)  (c)  (d)  (e)  (f)  (g)  (h)  (i)  (j)

1194.26, Desktop and portable computers.  (a)  (b)  (c)  (d)

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future. The following functional performance criteria (36 CFR 1194.31) apply to this contract.

(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people

who are blind or visually impaired shall be provided.

\_\_\_ (b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.

\_\_\_ (c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.

\_\_\_ (d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided

\_\_\_ (e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.

\_\_\_ (f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.[End of clause]

#### **I.8 52.213-2 INVOICES (APR 1984)**

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state --

- (a) The starting and ending dates of the subscription delivery; and
- (b) Either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

(End of clause)

#### **I.9 52.213-3 NOTICE TO SUPPLIER (APR 1984)**

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.

(End of clause)

#### **I.10 52.232-33 Payment by Electronic Funds Transfer-System for Award Management. (Jul 2013)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or  
(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for- (i) Making a correct payment; (ii) Paying any prompt payment penalty due; and (iii) Recovering any erroneously directed funds. (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall

register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database. (End of clause)

## **I.11 PP32-01 -0003 ADVANCED PAYMENTS (MAY 2008)**

### **ADVANCE PAYMENTS (MAY 2008)**

Upon receipt of a proper contractor request for advance payment the following advance payment is authorized against the following contract line items (CLINs):

CLIN - 0001

A proper contractor request must include:

1. The name and address of the contractor.
2. The date of the request for financing payment (advance payment).
3. The contract/order number under which the request is being made.
4. An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer. A payment under this clause is a contract financing payment and is not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

A. Total contract price - \$13,188

Total amount authorized for advance payment - \$13,188  
Remaining Balance - 0

B. Advance Payment = 100% of total contract price.(End of Clause)

INTERNAL REVENUE SERVICE SOLE SOURCE JUSTIFICATION—SIMPLIFIED ACQUISITIONS (OPEN MARKET)		
<b>1. Requester:</b> <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> (b)(6)	<b>2. Estimated Cost:</b> \$13,188	<b>3. Requisition No.:</b> V5V002MCB02000
<b>4. Company Name (include address):</b> Chainalysis Inc 175 Varick Street New York, NY 10014		<b>5. Performance Period:</b> Date of Award through September 6, 2016
<b>6. Description of Supplies/Services:</b> Chainalysis Reactor Investigate License		
<b>7. Authority Permitting a Sole Source Acquisition:</b> FAR 13.106-1(b)(1)—Contracting Officers (COs) may solicit from one source if the CO determines that the circumstances of the contract action deem only one source reasonably available.  <b>Check the appropriate authority from the list below:</b>  <input checked="" type="checkbox"/> Only one responsible source; or brand-name specification. <input type="checkbox"/> Unusual and compelling urgency. <input type="checkbox"/> Industrial mobilization, engineering, developmental or research capability, exclusive licensing agreement, or expert services.		
<b>8. Describe why only one source can perform the required work.</b> Chainalysis is the only company in the United States that mines and links the necessary a bitcoin transaction data and provides access to their proprietary database of bitcoin transactions. Chainalysis is the originator of this data and there are no resellers or distributors – it is a web-based product. They have collected data that no one else has.		
<b>9. Describe the informal market survey and the results, or state why a market survey was not conducted.</b> Since bitcoin is a new and emerging technology, there is not yet an established market in bitcoin transaction analytics services in the United States (although there are a few vendors of bitcoin news/price analytics, which is not directly related). However, common technology emerging news sources (including reddit and CoinDesk) have been consulted and no other current product offerings for bitcoin transaction analytics services with similar data were identified in the United States.		
<b>10. Requester Signature &amp; Title:</b> <div style="border: 1px solid black; width: 350px; height: 40px; display: inline-block;"></div> Requester Signature	<b>Phone No.:</b> <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> (b)(6)	<b>Date:</b> 07/16/2015
<b>11. CO Certification:</b> I determine the circumstances of this acquisition deem only one source reasonably available.  Genevieve Colvin <small>Digitally signed by Genevieve Colvin DN: cn=US, o=U.S. Government, ou=Department of the Treasury, ou=Internal Revenue Service, ou=People serialNumber=201576, cn=Genevieve Colvin Date: 2015.09.08 09:01:42 -0400</small>	<b>Phone No.:</b>	<b>Date:</b> 09/ 08/ 2015
<b>12. Small Business Specialist (SBS) Certification (if over \$25,000):</b>  SBS Signature	<b>Phone No.:</b>	<b>Date:</b>





**Chainalysis Inc.**  
175 Varick Street  
New York, NY, 10014

To whom it may concern,

Chainalysis Inc. is the sole manufacturer of the product Reactor and there are no resellers. It is the first and only real time investigation tool for tracing Bitcoin transactions. Leveraging the largest proprietary database of meta-data associated with Bitcoin transactions, investigators are able to gain greater insights over the source of funds of particular Bitcoin transactions and follow the money from hacks, ransomware and other malicious activity.

Reactor is provided through a web application that communicates to our servers where the data analysis, research and annotations are stored. The user is able to start their investigation using a breadth of data sources from known Bitcoin services to transactions hashes, Bitcoin addresses and arbitrary amounts of text. Once the investigator has started the investigation all the calculations about how different entities in the Bitcoin network are all calculated in real time and the data is kept live, displaying the latest information about recent transactions. There is no other tool that is capable of doing these calculations in real time.

Our real time infrastructure allows the user to create custom clusters of Bitcoin addresses to assist in spotting transaction patterns, interactions with other entities and simplify an investigation so that it can be presented as court evidence. The flexibility of calculating everything in real time means that alerts and risk scores can be calculated adding additional monitoring and investigative capabilities. Even entities that have not been labelled in our vast database can inherit some information from whom that entity has transacted with.


Reactor is the only interactive investigation tool. It allows an investigator to label entities and export graphs so that investigations can be performed across multiple investigators and performed over separate sessions. Through our APIs, an organisation can also upload arbitrary amounts of data attached to any Bitcoin address allowing multiple databases to be overlaid and new correlations and leads generated.

Transactions in Bitcoin are made with pseudonyms, which need to be tied to real world identities in order to gain insights about the parties involved in a transaction and their purpose. Our tool has information on 25 per cent of all Bitcoin addresses, which account for approximately 50 per cent of all the Bitcoin activity. We additionally have over 4 million tags on Bitcoin addresses that we have scraped from web forums and leaked data sources including dark market forums and Mt Gox deposit and withdrawal information.

Finally, the Chainalysis team is regarded as the pioneers of this type of analysis and can be called upon to serve as expert witnesses in trials and provide training sessions as required.

Yours Sincerely,

**Jonathan Levin**  
Co-Founder and VP Business Development

ORDER FOR SUPPLIES OR SERVICES						PAGE 1	OF 24	PAGES
<b>IMPORTANT: Mark all packages and papers with contract and/or order numbers.</b>								
1. DATE OF ORDER 09/07/2016		2. CONTRACT NO. (If any) TIRMS -16-P-00271		6. SHIP TO:				
3. ORDER NO.		4. REQUISITION/REFERENCE NO. V-6-V0-02-MD-J01 000		a. NAME OF CONSIGNEE 1				
5. ISSUING OFFICE (Address correspondence to) IRS, Midstates Procurement, OS:A:P:B:M 4050 Alpha Rd, 1045NDAL, 9th Flr, Rm 930 Dallas, TX 75244-4203		12155		b. STREET ADDRESS *SEE ATTACHED				
7. TO:		c. CITY SEE ATTACHED		d. STATE AL		e. ZIP CODE 00000		
a. NAME OF CONTRACTOR ATTN: Jonathan Levin Phone: 9292569875		b. COMPANY NAME CHAINALYSIS INC.		f. SHIP VIA				
c. STREET ADDRESS 1510 PAGE MILL RD STE 110		d. CITY PALO ALTO		e. STATE CA		f. ZIP CODE 94304		
9. ACCOUNTING AND APPROPRIATION DATA 161609R3D V0TF602 5H 2616 9MDJ8		10. REQUISITIONING OFFICE Khristine Warrenner 816-966-2565/Hassan Villalba 469-801-0778						
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN - OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN - OWNED SMALL BUSINESS(WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB							12. F.O.B. POINT Destination	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/06/2017		16. DISCOUNT TERMS Terms: 0% Days: 0		
a. INSPECTION		b. ACCEPTANCE						
<b>17. SCHEDULE (See reverse for Rejections)</b>								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)		
	<p>This procurement is for Chainalysis Reactor Crypto -Currency Subscriptions. Emailed quote received on 08/02/2016.</p> <p>Period of Performance: 09/07/2016 - 09/06/2017</p> <p>Location: IRS-CI [Redacted] (b)(6) POC: [Redacted] POC: Khristine Warrenner, 816-966-2565</p>							
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		63,302.40	17(h) TOT. ◀ (Cont. pages)		
	21. MAIL INVOICE TO							
	a. NAME		12108		63,302.40	◀ 17(i) GRAND TOTAL		
	Invoices must be submitted via the Invoice Processing Platform at www.ipp.gov							
b. STREET ADDRESS (or P.O. Box)		c. CITY		d. STATE			e. ZIP CODE	
22. UNITED STATES OF AMERICA BY (Signature)		 Hassan A. Villalba		23. NAME (Typed) HASSAN A VILLALBA 4698010778		TITLE: CONTRACTING/ORDERING OFFICER		

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

PAGE NO.

2

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

DATE OF ORDER 09/07/2016	CONTRACT NO. TIRMS -16-P-00271	ORDER NO.
-----------------------------	-----------------------------------	-----------

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E) US\$	AMOUNT (F) US\$	QUANTITY ACCEPTED (G)
0001	(Continued) Six (6) One year licenses/subscriptions to Chainalysis website	6.00	EA	10,550.40	63,302.40	
<b>TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))</b>					63,302.40	

**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 Contacting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

**Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Incorporated by Reference**

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-7	System for Award Management	(JUL 2013)
52.212-4	Contract Terms and Conditions-Commercial Items	(MAY2015)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	(DEC 2013)
52.242-15	STOP-WORK ORDER	(AUG 1989)

## Section I

### **I.1 IR1052.239 -9008 Section 508 - Information, Documentation, and Support (Sep 2006)**

In accordance with 36 CFR 1194, Subpart D, the electronic information technology (EIT) products and product support services furnished in performance of this contract shall be documented to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Boards Electronic and Information Technology Accessibility Standards. At no time during the performance of the award shall the level of conformance go below the level of conformance in place at the time of award. At no additional cost, the contractor shall provide information, documentation, and support relative to the supplies and services as described in Section J, Attachment %%Insert Attachment Number/Letter[Fill in]. \*\*7504 The contractor shall maintain this detailed listing of compliant products for the full contract term, including forms of extensions, and shall ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:

- (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.
- (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.
- (c) Support services for products shall accommodate the communication needs of end-users with disabilities.

[End of clause]

### **I.2 IR1052.232 -7003 W Internal Revenue Service(IRS) Invoice Processing Platform(IPP) Waiver Form**

The IRS invoicing and payment requirements clause (IR1052.232- 7003) requires that all invoices under awards made (or effective) on or after October 1, 2012, be submitted electronically via the IPP unless a waiver is requested and granted. If the Contractor is unable to submit its invoice through the IPP, the Contractor shall complete this waiver form indicating the reason for the waiver request by selecting the appropriate box below and providing a narrative summarizing in detail the circumstances requiring a waiver. For a solicitation, submit the waiver form with the proposal submission. For a modification that incorporates the IPP clause into an existing contract, submit the form with the modification. The CO will notify the vendor via e-mail or another appropriate means of communication prior to award as to whether their waiver has been approved

or denied. If the waiver is granted, then a copy of the approved waiver must be submitted with each invoice that the vendor submits to the payment office or the invoice will be returned.

Reason for requesting a waiver of the requirement to submit an electronic invoice via the IPP:

0 1. Submission of invoices through IPP would impose a hardship on an individual (includes employees and sole proprietors) due to: either a physical or mental disability; a geographic, language, or literacy barrier; or an undue financial burden. The requirement to submit invoices through the IPP is automatically waived for all individuals who do not have payment capability using ACH with a U.S. financial institution.

0 2. The political, financial or communications infrastructure where the place of business is located does not support access to the IPP for submitting invoices electronically.

0 3. The contractor is located within an area designated by the President of the United States or an authorized agency administration as a disaster area. (Please identify area/location.)

0 4. The submission of invoices electronically may pose a threat to national security, the life or physical safety of an individual may be endangered, or a law enforcement action may be compromised.

0 5. The agency does not expect to receive more than one invoice from the same contractor within a one -year period. i.e., the invoice submission is non- recurring.

0 6. The contractor customarily submits a high volume of invoices on a regular basis via file format, not currently supported by the IPP (i.e., uses a file format other than XML or CSV) and the high volume of invoices would cause a significant burden to the contractor if submitted through the IPP individually. If utilizing this exception, please identify the file formats supported by your invoicing system so that the IPP may consider implementing the requested file format at a later date. File format(s) used:

0 7. Other - Please explain

Attach a separate sheet of paper with a summary narrative substantiating the circumstances for the waiver exception selected from above (1 through 7).

Waiver Submitted By:

%% Insert Contractor Name

Contractor Name

\*\*7501

%% Insert Name of Person Submitting Request

Name of Person Submitting Request for Waiver

\*\*7501

%% Insert Title

Title

\*\*7501

%% Insert Signature of Person Submitting  
Signature of Person Submitting Request for Waiver

\*\*7501

%%Insert E-mail Address

E-mail Address

\*\*7501

%% Insert Phone No.

Phone No.

\*\*7501

%% Insert Contract/Order No.

Contract/Order No.

\*\*7501

%% Insert Date Submitted

Date Submitted

\*\*7501

Waiver Approved By:

%%Insert Contracting Officers Name

Contracting Officers Name Printed

\*\*7501

%% Insert Contracting Officers Signature

Contracting Officers Signature

\*\*7501

%% Insert Date

Date

\*\*7501

### **I.3 IR1052.232-7003 Electronic Invoicing and Payment Requirements for the Invoice Processing Platform (IPP) (JUL 2015)**

(a) Definitions: "Short payment" as used in this clause means an invoice that includes the cost or price for supplies or services delivered or performed, as well as the cost or price for supplies or services not yet tendered to the Government in accordance with the terms of the contract, order or agreement. "Short payment" example: The contract requires the delivery of a set number of items, with the price, delivery location, and delivery due date also specified. The vendor delivers 50% of the items as specified but invoices for 100% of the items. Before implementation of the IPP, the IRS would have paid the vendor for the items delivered and instructed the vendor to re-invoice the IRS when the balances of the items were delivered. In other words, the IRS would "short pay" the invoice since the IRS did not remit payment for the full invoice amount. With implementation of the IPP, the IRS can no longer do this because the IRS cannot accept an electronic invoice that includes items not yet received. The IRS will reject the invoice. The vendor needs to submit an invoice for only the items received by the IRS (in this case, 50%), and, assuming that these items meet all other contract terms and conditions, the IRS will pay the invoiced amount. The vendor submits subsequent invoice(s) for items as they are delivered and accepted. (b) The Invoice Processing

Platform (IPP) is a secure Web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. Effective October 1, 2012, invoicing for payment through the IPP will be mandatory for all new contract awards. Additional information regarding the IPP may be found at the IPP website address <https://www.ipp.gov>. Contractors must complete the contractor point of contact information below, and submit it with their proposal submissions. Contractors may contact the IPP Helpdesk for assistance via e-mail [atippgroup@bos.frb.org](mailto:atippgroup@bos.frb.org) or via phone at (866) 973-3131. Once a contract award has been made, the contractor will be contacted by the IPP via e-mail to set-up an account. It will be necessary for contractors to login to their IPP accounts every 90 days to keep their IPP accounts active. (c)

Jonathan Levin Contractor Name: Chainalysis, Inc

Contractor IPP Point of Contact Name: Michael Gronager Contractor Phone Number: 929-256-9875 Contractor E-mail Address: [jonathan@chainalysis.com](mailto:jonathan@chainalysis.com)

(d) Electronic Invoicing and Payment Requirements Vendor invoices submitted electronically through the IPP should be in the proper format and contain the information required for payment processing. In order to be approved for payment, a "proper invoice" must list the items specified in FAR 52.232-25 (a)(3)(i) through (a)(3)(x), or in the case of a Commercial Item Contract, the items included in 52.212-4(g)(1)(i) through (g)(1)(x). If the vendor is offering a discount via the IPP, the discount must be reflected on the invoice. The vendor will select 'Create Invoice'. The IPP system will default to 'Net 30 Prompt Pay' under the Payment Terms dropdown box. The vendor will select from 54 different discount options for the invoice that is being created. If the vendor chooses to offer a discount on the invoice screen, the information will interface to the payment system for processing. Discounts that are offered on attachments rather than the invoice itself cannot be accepted. Under this contract, the following documents are required to be submitted as an attachment to the invoice (Contracting Officer fills in additional documentation that must be furnished by the contractor (e.g. timesheet)) Please do not submit into IPP any documentation/attachments that conflict with what is stated on the invoice:

(e) Payment and Invoice Questions For payment and invoice questions, contact the Beckley Finance Center at (304) 254-3372 or via e-mail at [cfo.bfc.ipp.customer.support@irs.gov](mailto:cfo.bfc.ipp.customer.support@irs.gov).

(f) Waiver If the Contractor is unable to use the IPP for submitting payment requests starting on October 1, 2012, then a waiver form must be completed and submitted with the contractor's proposal submission for review and approval by the Contracting Officer based on one of the conditions listed in the waiver form included as Attachment 1 to this clause. The vendor will be notified prior to award as to whether their request for waiver has been approved or denied. If the waiver is granted, then a copy of the waiver must be submitted with each paper invoice that the vendor submits to the payment office or the invoice will be returned. (g)

Short Payment Short payment on vendor submitted invoices will no longer be processed or paid. If any portion of the invoice does not meet the requirements for a proper invoice, the entire invoice shall be rejected and returned to the vendor unpaid. (End of Clause)



**I.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS --COMMERCIAL ITEMS. (Jun 2016)**

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (1) 52.209- 10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) (2) 52.233- 3, Protest After Award (Aug 1996) (31 U.S.C. 3553). (3) 52.233 -4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108 -77, 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: \_\_ (1) 52.203- 6, Restrictions on Subcontractor Sales to the Government (Sept 2006), 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 (Oct 2015) (41 U.S.C. 3509)). \_\_ (3) 52.203- 15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.) X\_\_ (4) 52.204- 10, Reporting Executive Compensation and First -Tier Subcontract Awards (Oct 2015) (Pub. L. 109 -282) (31 U.S.C. 6101 note). \_\_ (5) [Reserved]. X\_\_ (6) 52.204- 14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C). \_\_ (7) 52.204- 15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111- 117, section 743 of Div. C). X\_\_ (8) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note). \_\_ (9) 52.209- 9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313). \_\_ (10) Reserve d \_\_ (11)(i) 52.219 -3, Notice of HUBZone Set -Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a). \_\_ (ii) Alternate I (Nov 2011) of 52.219- 3. \_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) ( if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a). \_\_ (13) [Reserved] \_\_ (14) (i) 52.219 -6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644). \_\_ (ii) Alternate I (Nov 2011). \_\_ (iii) Alternate II (Nov 2011). \_\_ (15) (i) 52.219 -7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644). (ii) Alternate I (Oct 1995) of 52.219-7. \_\_ (iii) Alternate II (Mar 2004) of 52.219-7. \_\_ (16) 52.219- 8, Utilization of Small Business Concerns (O ct 2014) (15 U.S.C. 637(d)(2) and (3)). \_\_ (17) (i) 52.219- 9, Small Business Subcontracting Plan (Oct 2015)(15 U.S.C. 637 (d)(4)). \_\_ (ii) Alternate I (Oct 2001) of 52.219- 9. \_\_ (iii) Alternate II (Oct 2001) of 52.219-9. \_\_ (iv) Alternate III (Oct 2015) of 52.219-9. \_\_ (18) 52.219 -13, Notice of Set -Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

\_\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)). \_\_\_ (20) 52.219- 16, Liquidated DamagesSubcontracting 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 (Nov 2011) (15 U.S.C. 657 f). \_\_\_ (22) 52.219- 28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)). \_\_\_ (23) 52.219- 29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)). \_\_\_ (24) 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 (Dec 2015) (15 U.S.C. 637(m)).  
 X\_\_\_ (25) 52.222- 3, Convict Labor (June 2003) (E.O. 11755)  
 X\_\_\_ (26) 52.222- 19, Child Labor -Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).  
 X\_\_\_ (27) 52.222- 21, Prohibition of Segregated Facilities (Apr 2015).  
 X\_\_\_ (28) 52.222- 26, Equal Opportunity (Apr 2015)(E.O. 11246). \_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212)  
 .X\_\_\_ (30) 52.222- 36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).  
 X\_\_\_ (31) 52.222- 37, Employment Reports on Veterans, (Feb 2016)(38 U.S.C. 4212). \_\_\_ (32) 52.222- 40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).  
 X\_\_\_ (33)(i) 52.222 -50, Combating Trafficking in Persons (Mar 2015) (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). \_\_\_ (34) 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.) \_\_\_ (35)(i) 52.223- 9, Estimate of Percentage of Recovered Material Content for EPA Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) \_\_\_ (ii) Alternate I (May 2008) of 52.223- 9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) \_\_\_ (36) 52.223- 11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693). \_\_\_ (37) 52.223- 12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693). \_\_\_ (38)(i) 52.223- 13, Acquisition of EPEAT? -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514). \_\_\_ (ii) Alternate I (Jun 2014) of 52.223- 13. \_\_\_ (39)(i) 52.223- 14, Acquisition of EPEAT? -Registered Televisions (Jun 2014) (E.O. 13423 and 13514). \_\_\_ (ii) Alternate I (Jun 2014) of 52.223- 14. \_\_\_ (40) 52.223- 15, Energy Efficiency in Energy -Consuming Products (Dec 2007) (42 U.S.C. 8259b). X\_\_\_ (41)(i) 52.223- 16, Acquisition of EPEAT? -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514). \_\_\_ (ii) Alternate I (Jun 2014) of 52.223- 16. \_\_\_ (42) 52.223- 18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513). \_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693). \_\_\_ (44) 52.223-21, Foams (Jun

2016) (E.O. 13693). \_\_ (45) 52.225 -1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83). \_\_ (46)(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.

X\_\_ (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. \_\_ (47) 52.225- 5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). \_\_ (48) 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). \_\_ (49) 52.225- 26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). \_\_ (50) 52.226- 4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). \_\_ (51) 52.226- 5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). \_\_ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)). \_\_ (53) 52.232- 30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)). X\_\_ (54) 52.232- 33, Payment by Electronic Funds Transfer - System for Award Management (Jul 2013) (31 U.S.C. 3332). \_\_ (55) 52.232- 34, Payment by Electronic Funds Transfer - Other than System for Award Management (Jul 2013) (31 U.S.C. 3332). \_\_ (56) 52.232- 36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332). \_\_ (57) 52.239- 1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). \_\_ (58)(i) 52.247- 64, Preference for Privately Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). \_\_ (ii) Alternate I (Apr 2003) of 52.247- 64. c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: \_\_ (1) 52.222- 17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

X\_\_ (2) 52.222- 41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.). \_\_ (3) 52.222 -42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.). \_\_ (4) 52.222- 43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.). \_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.). \_\_ (6) 52.222 -51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements (Nov 2007) (41 U.S.C. 351, et seq.). \_\_ (7) 52.222 -53, Exemption from Application of the Service Contract Act to Contracts for Certain Services Requirements (Feb 2009) (41 U.S.C. 351, et seq.). \_\_ (8) 52.222 -55, Minimum Wages Under Executive Order 13658 (Dec 2015). \_\_ (9) 52.226 -6, Promoting Excess Food

Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110 -247). \_\_ (10)  
 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C.  
 5112(p)(1)). (d) Comptroller General Examination of Record. The Contractor  
 shall comply with the provisions of this paragraph (d) if this contract was awarded  
 using other than sealed bid, is in excess of the simplified acquisition threshold, and  
 does not contain the clause at 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  
 Contractors 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.(c)(1) Notwithstanding the requirements of the  
 clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not  
 required to flow down any FAR clause, other than those in this paragraph (c)(1) in  
 a subcontract for commercial items. Unless otherwise indicated below, the extent  
 of the flow down shall be as required by the clause- (i) 52.203-13, Contractor Code  
 of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 251 note)). (ii) 52.219- 8,  
 Utilization of Small Business Concerns (Oct 2014) (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 \$700,000  
 (\$1.5 million for construction of any public facility), the subcontractor must  
 include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.  
 (iii) 52.222- 17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).  
 Flow down required in accordance with paragraph (l) of FAR clause 52.222- 17.  
 (iv) 52.222- 21, Prohibition of Segregated Facilities (Apr 2015).(v) 52.222 -26,  
 Equal Opportunity (Apr 2015) (E.O. 11246).(vi) 52.222-35, Equal Opportunity for  
 Veterans (Oct 2015) (38 U.S.C. 4212).(vii) 52.222- 36, Equal Opportunity for  
 Workers with Disabilities (Jul 2014) (29 U.S.C. 793).(viii) 52.222- 37,  
 Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).(ix) 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.(x) 52.222- 41, Service Contract Labor Standards (May 2014),  
 (41 U.S.C. chapter 67).(xi) \_\_\_\_ (A) 52.222- 50, Combating Trafficking in Persons  
 (Mar 2015) (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 E.O. 13627).(xii) 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.) (xiii) 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) (xiv) 52.222- 54, Employment Eligibility Verification (Oct 2015) (E.O. 12989) (xv) 52.222- 55, Minimum Wages Under Executive Order 13658 (Dec 2015). (xvi) 52.225- 26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). (xvii) 52.226- 6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226- 6. (xviii) 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)

#### **I.5 1052.232 -7003 Electronic Invoicing and Payment Requirements for the Invoice Processing Platform (IPP) (Aug 2012)**

The U.S. Department of the Treasury, Financial Managements Internet Payment Platform (IPP) is a government-wide electronic payment information service that replaces the Payment Advice Internet Delivery (PAID) system. IPP allows vendors to receive their remittance information from their financial institution. Effective October 31, 2008, IPP replaced the PAID system. Former PAID users have been automatically migrated to IPP and need to complete the initial provisioning process from the new user ID, temporary password, and web address sent by Treasury. This is necessary in order to log in to the IPP and view or download payment information. New vendors may register on-line at <https://ipp.gov>. For additional information, refer to the IPP Customer Support at (866) 973- 3131.

The IPP will continue to support the following notification services previously offered by PAID: Web access only to remittance data, no payment notification emails sent, payment notification without remittance detail, and payment notification with remittance detail. Users may select event-driven notifications and schedule the frequency. Vendors can only access their own payment data. IPP remittance information includes the following data: ACH trace number, supplier name, agency name, payment status, issue date, invoice number, PO number, invoice amount, discount amount, payment amount, bank name, and bank address. The IPP will collect payment data for 18 months, which will be available for search, display and download. Payment information will be uploaded to the IPP daily from Treasury systems on the date of payment.

(End of Clause)

**I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.(End of clause)

**I.7 1052.203-98 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation. (DEVIATION 2015-00003)**

As prescribed in Treasury Acquisition Bulletin No. 15-03 - Class Deviation, insert the following provision in all solicitations that will use Federal funds, including solicitations for the acquisition of commercial items under FAR part 12:

**PROHIBITION ON CONTRACTING WITH ENTITIES THAT  
REQUIRE CERTAIN INTERNAL CONFIDENTIALITY  
AGREEMENTS—REPRESENTATION (MAR2015) (DEVIATION 2015-00003)**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

**I.8 IR1052.239 -9009 Section 508 Conformance(Sep 2006)**

Each electronic and information technology (EIT) product and/or product -related service delivered under the terms of this contract, at a minimum, shall conform to applicable EIT accessibility standards at 36 CFR 1194 at the level of conformance specified in Section J, Attachment . The following technical standards have been determined to be applicable to this contract: \_\_\_ 1194.21, Software applications

and operating systems.  (a)  (b)  (c)  (d)  (e)  (f)  (g)  (h)  (i)  (j)  (k)  (l)  
 1194.22, Web-based intranet and internet information and applications.  (a)  
 (b)  (c)  (d)  (e)  (f)  (g)  (h)  (i)  (j)  (k)  (l)  (m)  (n)  
 (o)  (p)  1194.23, Telecommunications products.  (a)  (b)  (c)  (d)  (e)  
 (f)  (g)  (h)  (i)  (j)  1194.24, Video and multimedia products.  (a)  
 (b)  (c)  (d)  1194.25, Self contained, closed products.  (a)  (b)  (c)  
 (d)  (e)  (f)  (g)  (h)  (i)  (j)  1194.26, Desktop and portable  
computers.  (a)  (b)  (c)  (d) The standards do not require the installation of  
specific accessibility-related software or the attachment of an assistive technology  
device, but merely require that the EIT be compatible with such software and devices so  
that it can be made accessible if so required by the agency in the future. The following  
functional performance criteria (36 CFR 1194.31) apply to this contract.  (a)

At least one mode of operation and information retrieval that does not require  
user vision shall be provided, or support for assistive technology used by people who  
are blind or visually impaired shall be provided.  (b) At least one mode of  
operation and information retrieval that does not require visual acuity greater than  
20/70 shall be provided in audio and enlarged print output working together or  
independently, or support for assistive technology used by people who are visually  
impaired shall be provided.  (c) At least one mode of operation and  
information retrieval that does not require user hearing shall be provided, or support for  
assistive technology used by people who are deaf or hard of hearing shall be  
provided.  (d) Where audio information is important for the use of a product, at  
least one mode of operation and information retrieval shall be provided in an enhanced  
auditory fashion, or support for assistive hearing devices shall be provided.  (e)

At least one mode of operation and information retrieval that does not require  
user speech shall be provided, or support for assistive technology used by people with  
disabilities shall be provided.  (f) At least one mode of operation and  
information retrieval that does not require fine motor control or simultaneous actions  
and that is operable with limited reach and strength shall be provided. [End of clause]

Section J

J.1 WD 15-5613 (Rev. -3) was first posted on www.wdol.gov on 01/05/2016

\*\*\*\*\*  
**REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR**  
**THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION**  
 By direction of the Secretary of Labor | **WAGE AND HOUR DIVISION**  
 WASHINGTON D.C. 20210

Wage Determination No.: 2015- 5613  
 Daniel W. Simms Division of | Revision No.: 3  
 Director Wage Determinations| Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California County of Los Angeles

OCCUPATION NOTES:

Heating, Air Conditioning, and Refrigeration services: Occupational wage rates and fringe benefits may be found on WD 1986- 0879.

Laundry services: Occupational wage rates and fringe benefits may be found on WD 1977-1297.

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
<b>01000 - Administrative Support And Clerical Occupations</b>		
01011 - Accounting Clerk I	15.83	
01012 - Accounting Clerk II	17.77	
01013 - Accounting Clerk III	20.27	
01020 - Administrative Assistant	28.08	
01035 - Court Reporter	21.92	
01041 - Customer Service Representative I		13.86
01042 - Customer Service Representative II		15.57
01043 - Customer Service Representative III		16.98
01051 - Data Entry Operator I	13.16	
01052 - Data Entry Operator II	14.35	
01060 - Dispatcher, Motor Vehicle	22.41	
01070 - Document Preparation Clerk	15.13	
01090 - Duplicating Machine Operator	15.13	
01111 - General Clerk I	12.94	
01112 - General Clerk II	14.92	
01113 - General Clerk III	17.43	
01120 - Housing Referral Assistant	21.90	
01141 - Messenger Courier	12.60	
01191 - Order Clerk I	16.98	
01192 - Order Clerk II	18.53	
01261 - Personnel Assistant (Employment) I		18.07



01262 - Personnel Assistant (Employment) II	20.20
01263 - Personnel Assistant (Employment) III	22.53
01270 - Production Control Clerk	23.51
01290 - Rental Clerk	16.83
01300 - Scheduler, Maintenance	17.39
01311 - Secretary I	17.39
01312 - Secretary II	19.45
01313 - Secretary III	21.90
01320 - Service Order Dispatcher	19.54
01410 - Supply Technician	28.08
01420 - Survey Worker	19.93
01460 - Switchboard Operator/Receptionist	14.51
01531 - Travel Clerk I	14.72
01532 - Travel Clerk II	16.02
01533 - Travel Clerk III	17.21
01611 - Word Processor I	15.18
01612 - Word Processor II	16.87
01613 - Word Processor III	18.76
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.56
05010 - Automotive Electrician	22.18
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	19.16
05130 - Motor Equipment Metal Mechanic	23.56
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	23.56
05220 - Motor Vehicle Mechanic Helper	18.38
05250 - Motor Vehicle Upholstery Worker	20.40
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter, Automotive	22.18
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	15.47
05400 - Transmission Repair Specialist	23.56
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.28
07041 - Cook I	13.83
07042 - Cook II	15.74
07070 - Dishwasher	10.29
07130 - Food Service Worker	11.20
07210 - Meat Cutter	15.92
07260 - Waiter/Waitress	9.85
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.45
09040 - Furniture Handler	13.66
09080 - Furniture Refinisher	20.45
09090 - Furniture Refinisher Helper	16.30
09110 - Furniture Repairer, Minor	18.74
09130 - Upholsterer	20.45
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.76
11060 - Elevator Operator	12.94
11090 - Gardener	19.21
11122 - Housekeeping Aide	13.84
11150 - Janitor	14.04
11210 - Laborer, Grounds Maintenance	14.40
11240 - Maid or Houseman	11.06
11260 - Pruner	13.27
11270 - Tractor Operator	17.13
11330 - Trail Maintenance Worker	14.40
11360 - Window Cleaner	15.77
12000 - Health Occupations	
12010 - Ambulance Driver	17.82
12011 - Breath Alcohol Technician	17.82
12012 - Certified Occupational Therapist Assistant	29.02

12015 - Certified Physical Therapist Assistant	29.37
12020 - Dental Assistant	17.34
12025 - Dental Hygienist	42.23
12030 - EKG Technician	30.63
12035 - Electroneurodiagnostic Technologist	30.63
12040 - Emergency Medical Technician	17.82
12071 - Licensed Practical Nurse I	19.32
12072 - Licensed Practical Nurse II	21.61
12073 - Licensed Practical Nurse III	24.09
12100 - Medical Assistant	15.35
12130 - Medical Laboratory Technician	20.02
12160 - Medical Record Clerk	17.59
12190 - Medical Record Technician	19.67
12195 - Medical Transcriptionist	21.29
12210 - Nuclear Medicine Technologist	40.19
12221 - Nursing Assistant I	11.21
12222 - Nursing Assistant II	12.61
12223 - Nursing Assistant III	13.75
12224 - Nursing Assistant IV	15.43
12235 - Optical Dispenser	17.80
12236 - Optical Technician	15.71
12250 - Pharmacy Technician	17.83
12280 - Phlebotomist	15.03
12305 - Radiologic Technologist	27.76
12311 - Registered Nurse I	31.47
12312 - Registered Nurse II	38.49
12313 - Registered Nurse II, Specialist	38.49
12314 - Registered Nurse III	48.20
12315 - Registered Nurse III, Anesthetist	48.20
12316 - Registered Nurse IV	57.77
12317 - Scheduler (Drug and Alcohol Testing)	25.09
12320 - Substance Abuse Treatment Counselor	15.89
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.83
13012 - Exhibits Specialist II	30.76
13013 - Exhibits Specialist III	37.63
13041 - Illustrator I	27.84
13042 - Illustrator II	34.51
13043 - Illustrator III	42.16
13047 - Librarian	34.58
13050 - Library Aide/Clerk	16.49
13054 - Library Information Technology Systems Administrator	31.23
13058 - Library Technician	22.40
13061 - Media Specialist I	22.40
13062 - Media Specialist II	25.04
13063 - Media Specialist III	27.92
13071 - Photographer I	17.95
13072 - Photographer II	20.08
13073 - Photographer III	26.61
13074 - Photographer IV	33.56
13075 - Photographer V	40.61
13090 - Technical Order Library Clerk	14.57
13110 - Video Teleconference Technician	22.09
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.82
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.89
14044 - Computer Operator IV	25.73
14045 - Computer Operator V	27.35
14071 - Computer Programmer I	(see 1) 27.42
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.82
14160 - Personal Computer Support Technician		25.73
14170 - System Support Specialist		33.06
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.73
15020 - Aircrew Training Devices Instructor (Rated)		42.03
15030 - Air Crew Training Devices Instructor (Pilot)		50.37
15050 - Computer Based Training Specialist / Instructor		34.73
15060 - Educational Technologist		36.57
15070 - Flight Instructor (Pilot)		50.37
15080 - Graphic Artist		26.72
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		43.94
15086 - Maintenance Test Pilot, Rotary Wing		43.94
15088 - Non-Maintenance Test/Co-Pilot		43.94
15090 - Technical Instructor		25.70
15095 - Technical Instructor/Course Developer		31.47
15110 - Test Proctor		20.77
15120 - Tutor		20.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.37
19040 - Tool And Die Maker		24.94
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.99
21030 - Material Coordinator		23.51
21040 - Material Expediter		23.51
21050 - Material Handling Laborer		13.02
21071 - Order Filler		13.31
21080 - Production Line Worker (Food Processing)		15.99
21110 - Shipping Packer		15.08
21130 - Shipping/Receiving Clerk		15.08
21140 - Store Worker I		11.65
21150 - Stock Clerk		17.13
21210 - Tools And Parts Attendant		15.99
21410 - Warehouse Specialist		15.99
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		33.86
23019 - Aircraft Logs and Records Technician		25.91
23021 - Aircraft Mechanic I		32.01
23022 - Aircraft Mechanic II		33.86
23023 - Aircraft Mechanic III		35.13
23040 - Aircraft Mechanic Helper		22.42
23050 - Aircraft, Painter		26.85
23060 - Aircraft Servicer		25.91
23070 - Aircraft Survival Flight Equipment Technician		26.85
23080 - Aircraft Worker		27.04
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		27.04
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		32.01
23110 - Appliance Mechanic		20.11
23120 - Bicycle Repairer		15.47
23125 - Cable Splicer		36.12
23130 - Carpenter, Maintenance		27.67
23140 - Carpet Layer		21.12
23160 - Electrician, Maintenance		30.18
23181 - Electronics Technician Maintenance I		23.67
23182 - Electronics Technician Maintenance II		25.21
23183 - Electronics Technician Maintenance III		26.76
23260 - Fabric Worker		23.87
23290 - Fire Alarm System Mechanic		22.33
23310 - Fire Extinguisher Repairer		22.03
23311 - Fuel Distribution System Mechanic		28.53
23312 - Fuel Distribution System Operator		21.81

23370 - General Maintenance Worker	23.26	
23380 - Ground Support Equipment Mechanic		32.01
23381 - Ground Support Equipment Servicer	25.91	
23382 - Ground Support Equipment Worker		27.04
23391 - Gunsmith I	22.03	
23392 - Gunsmith II	25.48	
23393 - Gunsmith III	28.81	
23430 - Heavy Equipment Mechanic		29.14
23440 - Heavy Equipment Operator		35.40
23460 - Instrument Mechanic		29.84
23465 - Laboratory/Shelter Mechanic		27.14
23470 - Laborer	12.49	
23510 - Locksmith	22.20	
23530 - Machinery Maintenance Mechanic		28.51
23550 - Machinist, Maintenance	25.41	
23580 - Maintenance Trades Helper		14.82
23591 - Metrology Technician I	29.84	
23592 - Metrology Technician II	31.61	
23593 - Metrology Technician III	32.85	
23640 - Millwright	28.00	
23710 - Office Appliance Repairer		20.86
23760 - Painter, Maintenance	21.05	
23790 - Pipefitter, Maintenance	28.31	
23810 - Plumber, Maintenance	26.66	
23820 - Pneudraulic Systems Mechanic		28.81
23850 - Rigger	28.45	
23870 - Scale Mechanic	25.48	
23890 - Sheet-Metal Worker, Maintenance		26.77
23910 - Small Engine Mechanic	20.44	
23931 - Telecommunications Mechanic I		26.70
23932 - Telecommunications Mechanic II		28.30
23950 - Telephone Lineman	26.60	
23960 - Welder, Combination, Maintenance		19.75
23965 - Well Driller	27.02	
23970 - Woodcraft Worker	26.29	
23980 - Woodworker	20.34	
24000 - Personal Needs Occupations		
24550 - Case Manager	16.03	
24570 - Child Care Attendant	13.05	
24580 - Child Care Center Clerk	16.03	
24610 - Chore Aide	10.57	
24620 - Family Readiness And Support Services Coordinator		16.03
24630 - Homemaker	19.21	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	30.35	
25040 - Sewage Plant Operator	31.71	
25070 - Stationary Engineer	30.35	
25190 - Ventilation Equipment Tender		21.27
25210 - Water Treatment Plant Operator		31.71
27000 - Protective Service Occupations		
27004 - Alarm Monitor	25.94	
27007 - Baggage Inspector	13.15	
27008 - Corrections Officer	31.01	
27010 - Court Security Officer	32.50	
27030 - Detection Dog Handler	23.77	
27040 - Detention Officer	31.01	
27070 - Firefighter	32.97	
27101 - Guard I	13.15	
27102 - Guard II	23.77	
27131 - Police Officer I	37.92	
27132 - Police Officer II	42.13	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		14.04
28042 - Carnival Equipment Repairer		15.11

28043 - Carnival Worker	10.64	
28210 - Gate Attendant/Gate Tender		14.19
28310 - Lifeguard	13.61	
28350 - Park Attendant (Aide)	15.88	
28510 - Recreation Aide/Health Facility Attendant		11.58
28515 - Recreation Specialist	19.66	
28630 - Sports Official	12.63	
28690 - Swimming Pool Operator		18.67
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	25.76	
29020 - Hatch Tender	25.76	
29030 - Line Handler	25.76	
29041 - Stevedore I	24.07	
29042 - Stevedore II	27.45	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		40.65
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		28.03
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		30.87
30021 - Archeological Technician I	24.77	
30022 - Archeological Technician II	26.63	
30023 - Archeological Technician III	34.46	
30030 - Cartographic Technician	34.46	
30040 - Civil Engineering Technician	33.86	
30051 - Cryogenic Technician I	28.51	
30052 - Cryogenic Technician II	31.50	
30061 - Drafter/CAD Operator I	24.86	
30062 - Drafter/CAD Operator II	27.81	
30063 - Drafter/CAD Operator III	31.00	
30064 - Drafter/CAD Operator IV	38.15	
30081 - Engineering Technician I	19.68	
30082 - Engineering Technician II	22.09	
30083 - Engineering Technician III	24.70	
30084 - Engineering Technician IV	30.60	
30085 - Engineering Technician V	37.43	
30086 - Engineering Technician VI	45.29	
30090 - Environmental Technician	27.72	
30095 - Evidence Control Specialist	25.75	
30210 - Laboratory Technician	23.13	
30221 - Latent Fingerprint Technician I	36.31	
30222 - Latent Fingerprint Technician II	40.08	
30240 - Mathematical Technician	33.92	
30361 - Paralegal/Legal Assistant I	21.83	
30362 - Paralegal/Legal Assistant II	27.04	
30363 - Paralegal/Legal Assistant III	33.08	
30364 - Paralegal/Legal Assistant IV	40.03	
30375 - Petroleum Supply Specialist	31.50	
30390 - Photo-Optics Technician	33.92	
30395 - Radiation Control Technician	31.50	
30461 - Technical Writer I	23.62	
30462 - Technical Writer II	28.89	
30463 - Technical Writer III	34.96	
30491 - Unexploded Ordnance (UXO) Technician I		25.83
30492 - Unexploded Ordnance (UXO) Technician II		31.26
30493 - Unexploded Ordnance (UXO) Technician III		37.46
30494 - Unexploded (UXO) Safety Escort	25.83	
30495 - Unexploded (UXO) Sweep Personnel		25.83
30501 - Weather Forecaster I	28.51	
30502 - Weather Forecaster II	34.70	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)		31.00
30621 - Weather Observer, Senior (see 2)		33.79
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	31.26	
31020 - Bus Aide	13.63	
31030 - Bus Driver	19.62	

31043 - Driver Courier	13.27
31260 - Parking and Lot Attendant	9.72
31290 - Shuttle Bus Driver	14.48
31310 - Taxi Driver	13.23
31361 - Truckdriver, Light	14.48
31362 - Truckdriver, Medium	20.63
31363 - Truckdriver, Heavy	21.78
31364 - Truckdriver, Tractor-Trailer	21.78
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.24
99030 - Cashier	12.13
99050 - Desk Clerk	12.65
99095 - Embalmer	24.60
99130 - Flight Follower	25.83
99251 - Laboratory Animal Caretaker I	12.12
99252 - Laboratory Animal Caretaker II	13.29
99260 - Marketing Analyst	30.70
99310 - Mortician	34.35
99410 - Pest Controller	15.19
99510 - Photofinishing Worker	16.90
99710 - Recycling Laborer	23.13
99711 - Recycling Specialist	27.14
99730 - Refuse Collector	20.64
99810 - Sales Clerk	17.13
99820 - School Crossing Guard	10.46
99830 - Survey Party Chief	41.77
99831 - Surveying Aide	23.39
99832 - Surveying Technician	30.75
99840 - Vending Machine Attendant	13.35
99841 - Vending Machine Repairer	16.83
99842 - Vending Machine Repairer Helper	13.35

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.27 per hour or \$170.80 per week or \$740.13 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:**

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations

within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

## 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:

If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF -1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.



- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).