# I. Delivery Order Clauses I.1 Addendum to FAR 52.212-4, Contract Terms and Conditions – Commercial Items (JAN 2017)

# I.1.1 Inspection and Acceptance. The following is an addendum to FAR 52.212-4, paragraph (a), Inspection/Acceptance:

The Contracting Officer's Representative (COR) will notify the Contractor in writing whether its delivery is acceptable in accordance with the terms of the delivery order. All items must be received and accepted by the COR before payment will be made. The Contractor may invoice after the COR has accepted the delivery. A copy of acceptance of delivery shall be submitted to the CO.

**I.1.2 Invoicing and Payment.** The following is an addendum to FAR 52.212-4, paragraph (g), Invoice:

Invoices shall be submitted to the en	nail box	and copy the
COR: <sup>(b)(6)</sup>	the Contract Specialist: (b)(6)	and the
Contracting Officer: <sup>(b)(6)</sup>		

I.1.3 Options. The following clause is incorporated by reference:

# FAR 52.217-9 - Option to Extend the Term of the Contract (MAR 2000)

"Fill-ins" (a) one day to provide a written notice & one day before contract expiration (c) 24 months.

# I.2. Other Terms and Conditions

**I.2.1** Contract **Clauses Flow down**. All clauses in the Contractor's FirstSource II IDIQ contract shall "flow down" in this solicitation and any subsequent delivery orders.

**I.2.2 Deliveries and Performance.** The Period of Performance shall be 12-months for the base period with one 12-month option period. All deliveries and installation of software shall take place within 90 days of award.

**I.2.3 Delivery Instructions.** Submit license information, software keys, and serial numbers to the address and email furnished in Attachment 1 - Delivery Requirement (Refer to Section 1.1– Delivery Requirements and Section 2. Other Contract Details, 2.7 - Licensing).

**I.2.3.1** If the delivery is 150 pound or greater, exceeds 165 inches in size, is palletized or is on skis, the following shipping steps are required:

(a) The delivery MUST be scheduled with the COR (see I.3.1 below) at least one week in advance or the shipment will be denied.

(b) Shipping Address is: Department of Homeland Security Science & Technology Directorate 245 Murray Lane SW Mail Stop: 0201 Washington, DC 20528

# I.3 Contracting Officer's Representative.

**I.3.1** The Contracting Officer's Representative (COR) for this delivery order is designated in accordance with the Homeland Security Acquisition Regulation (HSAR) 3052.242-72 Contracting Officer's Technical Representative, included in the FirstSource II IDIQ contract. The COR is:

(b)(6) Department of Homeland Security Science & Technology Directorate 245 Murray Lane SW Mail Stop: 0201 Washington, DC 20528 (b)(6)

# I.4 Contracting Officer

**I.4.1** The Contracting Officer (CO) is the only person authorized to approve changes to any of the terms and conditions of this delivery order. In the event the Contractor effects any changes at the direction of any person other than the CO, the changes will be considered to have been made without authority and no adjustment will be made in the delivery order's price to cover any increase in costs incurred as a result thereof. The CO shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the delivery order. The CO is the only individual who can legally obligate Government funds. No cost chargeable to the proposed delivery order can be incurred before receipt of a fully executed delivery order, which includes any subsequent modifications or other specific written authorization from the CO.

**I.4.2** The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the CO, or is pursuant to specific authority otherwise included as a part of this delivery order. No order, statement, or conduct of Government personnel, other than the CO, who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this delivery order shall constitute a change under the Changes clause of the master contract.

I.4.3 The procuring and administrating Contracting Officer for this delivery order is:

(b)(6)

U.S. Department of Homeland Security Office of Procurement Operations Science and Technology Acquisition Division (b)(6)

# II. Delivery Order Documents, Exhibits or Attachments

Attachment 1 - Delivery Requirement

From:	Kim Seal
To:	(b)(6)
Subject:	RE: Request for Concurrence to Close for Contract Number: HSHQDC-12-D-00013, Delivery Order Number: HSHQDC-17-J-00525, PANAMERICA COMPUTERS, INC. CORRECTION
Date:	Monday, September 9, 2019 1:02:15 PM
Attachments:	image001.png

I am sorry you are correct the amount should be 99,950 that we invoiced and received payment for.

Thank you.

Kimberlee Seal Accounts Receivable Manager/Purchaser (b)(6) Panamerica Computers, Inc., dba PCi Tec 1386 Big Oak Rd., Luray, VA 22835 Phone:(b)(6) www.pcitec.com

A HUBZone, WOSB, SWaM Company.

ISO 9001 CIO-CS: HHSN316201500030W GSA: GS-35F-0397U FSII HUBZone: HSHQDC-12-D-00013 FSII EDWOSB: HSHQDC-13-D-00012 SEWP V: NNG15SD02B



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From: (b)(6)

Sent: Monday, September 09, 2019 10:03 AM

To: Kim Seal (b)(6)

**Subject:** FW: Request for Concurrence to Close for Contract Number: HSHQDC-12-D-00013, Delivery Order Number: HSHQDC-17-J-00525, PANAMERICA COMPUTERS, INC. CORRECTION

Good morning (b)(6)



I am a contractor supporting the Department of Homeland Security, Office of the Procurement Operations. I am assigned the subject contract for closeout listed below. Thank you for your response to my request for concurrence for this Delivery Order earlier, however, I need to correct the obligated amount shown in the original request. The correct obligated amount should have read \$99,950.00. The remaining balance remains unchanged at \$0.00.

According to DHS records, the period of performance has expired and is showing the following:

CONTRACT VEHICLE/ORDER NUMBER	VENDOR	OBLIGATED AMOUNT	REMAINING BALANCE
HSHQDC-17-J-00525	PANAMERICA COMPUTERS, INC.	(b)(4)	\$0.00

Request is concurrence to close in accordance with DHS financial records via e-mail. Please respond to the e-mail request by providing a positive or negative response for concurrence to close for each order listed in the request. If there is a negative response in which PANAMERICA COMPUTERS, INC. is not ready to close, please provide an explanation and any supporting documents.

If you have any questions regarding this matter, please contact me via the e-mail address below.

Thank you for your prompt attention to this matter.

(b)(6) Contract Closeout Specialist (Contractor) Office of Procurement Operations Department of Homeland Security (b)(6)

From: Kim Seal <sup>(b)(6)</sup> Sent: Thursday, June 20, 2019 10:20 AM

To:<sup>(b)(6)</sup>

**Subject:** FW: Request for Concurrence to Close for Contract Number HSHQDC-17-J-00525, PANAMERICA COMPUTERS, INC.

Good morning,

All invoices have been submitted and payment received for order HSHQDC-17-J-00525. Please proceed with the close out.

Thank you.

Kimberlee Seal Accounts Receivable Manager/Purchaser (b)(6) Panamerica Computers, Inc., dba PCi Tec 1386 Big Oak Rd., Luray, VA 22835 Phone:(b)(6) www.pcitec.com

A HUBZone, WOSB, SWaM Company.

ISO 9001 CIO-CS: HHSN316201500030W GSA: GS-35F-0397U FSII HUBZone: HSHQDC-12-D-00013 FSII EDWOSB: HSHQDC-13-D-00012 SEWP V: NNG15SD02B



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From: Diana Little (<sup>b)(6)</sup> Sent: Thursday, June 20, 2019 9:25 AM To: Kim Seal (<sup>b)(6)</sup>

**Subject:** FW: Request for Concurrence to Close for Contract Number HSHQDC-17-J-00525, PANAMERICA COMPUTERS, INC.

Thank you,

Diana Little Shannon, CPA Controller (b)(6)

Panamerica Computers, Inc., dba PCi Tec

1386 Big Oak Rd., Luray, VA 22835 Phone:<sup>(b)(6)</sup> Fax: (540) 635-8871 www.pcitec.com A HUBZone, EDWOSB,WOSB,SWaM, SDB Company. ISO 9001 CIO-CS: HHSN316201500030W GSA: GS-35F-0397U FSII HUBZone: HSHQDC-12-D-00013 FSII EDWOSB: HSHQDC-13-D-00012 SEWP V: NNG15SD02B



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rom: <sup>(b)(6)</sup>	
Sent: Thursday, June 20, 2019 9:12 AM	
To: RosinaKling (b)(6)	
Cc: OPO Closeouts <(b)(7)(E)	
Subject: FW: Request for Concurrence to Clos	e for Contract Number HSHQ

PANAMERICA COMPUTERS, INC.

Good morning, ROSINA KLING,

I am a contractor supporting the Department of Homeland Security, Office of the Procurement Operations. I am assigned the subject contract for closeout. According to DHS records, the period of performance has expired and is showing the following:

CONTRACT VEHICLE/ORDER NUMBER	VENDOR	OBLIGATED AMOUNT	REMAINING BALANCE
HSHQDC-17-J-00525	PANAMERICA COMPUTERS, INC.	\$(b)(4)	\$0.00

Request is concurrence to close in accordance with DHS financial records via e-mail. Please

respond to the e-mail request by providing a positive or negative response for concurrence to close for each order listed in the request. If there is a negative response in which PANAMERICA COMPUTERS, INC.is not ready to close, please provide an explanation and any supporting documents.

If you have any questions regarding this matter, please contact me via the e-mail address below.

Thank you for your prompt attention to this matter.

(b)(6) Contract Closeout Specialist (Contractor) Office of Procurement Operations Department of Homeland Security (b)(6)



# Delivery Requirements for Venntel Portal U.S. Department of Homeland Security Science and Technology Directorate Homeland Security Advanced Research Projects Agency (HSARPA) September 2017

# Introduction and Overview

The U.S. Department of Homeland Security (DHS) is committed to using cutting-edge technologies and scientific talent in its quest to make America safer. The DHS Directorate of Science and Technology (S&T) is tasked with researching and organizing the scientific, engineering, and technological resources of the United States and leveraging these existing resources into technological tools to help protect the homeland. The Homeland Security Advanced Research Projects Agency (HSARPA) mission is to facilitate revolutionary research and development to transform and improve the homeland security mission space through rapid prototyping, demonstrations, technology transition, test and evaluation and commercialization of new and highly effective capabilities for the homeland security enterprise.

The request is to acquire the Venntel Portal to test and evaluate in support of HSARPA's Data Analytics Engine (DA-E). The Venntel solution, is a turn-key solution that delivers everything you need to test and evaluate the prototype environment at the HSARPA DA-E Lab. The Venntel Portal is a unique and highly specialized tool that brings together 80,000 mobile applications into a single source for analytics through a web based portal that provides geo-fencing capabilities.

# **Delivery Requirements**

#### 1.1. Delivery Requirement

This delivery order is for Venntel Portal software for 5 users with 12,000 queries per year, per user for 12 months with one option period of 12 months.

1

Table 1:

	SKU	Product Description	Qty
BASE - 12 months	P-001	Venntel Portal annual license for 5 users with 12,000 queries per year, per user	1
OPTION PERIOD 1- 12 months	P-001	Venntel Portal annual license for 5 users with 12,000 queries per year, per user	1

1.2. Provide components as detailed in Table 1.

Provide 12 months of software license/maintenance with 1 Option period of 12 months, as specified in Table 1 above.

- 1.3. Where applicable, software purchased by a reseller to be provided under this contract is to be licensed to the Government and not the contract performer.
- 1.4. Ship all deliverables to:

Department of Homeland Security Science & Technology Directorate 245 Murray Lane SW Mail Stop: 0201 (HSA) Washington, DC 20528

- 1.5. All IT software and hardware maintenance, warranty, serial numbers, make, model, and type information is tracked by the S&T. Please ensure that the following aliases are used for communication of the above requirements.
  - 1.51. DHS S&T HSARPA Technical Director
    (b)(6)
    S&T HSA STOP 0201
    245 Murray Lane
    Washington, DC 20528-0201
- 1.6. Provide DD Form 250 and bill of materials for all items to include all serial numbers, hardware components, configuration and quantity, software specifications (quantity, serial number, revision, etc) vendor specific identifiers, warranty status and end date for DHS signature upon receipt of product.
- 1.7. Work Site Maintenance and Cleaning: The contractor shall provide inside delivery to the customer's requested room number. In accordance with Department of Homeland Security policy, unpacking and removal of all trash and packing materials related to the delivery is required by the contractor.
- 1.8. Delivery of equipment: Contractor shall deliver the equipment as stated above on a quarterly schedule.

# 2. Other Contract Details

2.1. **Period of Performance**. The Period of Performance shall be 12-months for the base period with one 12-month option period. All deliveries and installation of software shall take place within 90 days of award.

# 2.2. Government Furnished Information

- 2.2.1. The Government may provide certain information, materials, and forms unique to DHS to the contractor to support certain tasks under this Delivery Request.
- 2.2.2. The COTR will be the point of contact (POC) for identification of any required information to be supplied by DHS.
- 2.2.3. The contractor shall prepare any documentation according to the guidelines provided by DHS.
- 2.3. Government Furnished Facilities, Supplies, and Services. If work at Government-provided facilities is necessary for the services being performed under this Delivery Request, such facilities will be provided at S&T's office in Washington, D.C. Parking facilities are not provided, however several commercial parking facilities are located near S&T's office. Basic facilities such as work space and associated operating requirements (e.g., phones, desks, utilities, and consumable and general purpose office supplies) will be provided to the contractor personnel working in S&T's office.
- 2.4. **Government Furnished Property**. Government property will not be provided to the contractor unless otherwise agreed in a task order issued under this Delivery Request. In such instances, the government will maintain property records.
- 2.5. **Deliverables**. The Contractor shall provide all deliverables required by this task order directly to the COTR with a copy of the transmittal letter to the CO. All deliverables become the property of the government and may not be further disseminated without prior written approval from DHS.

#### 2.6. Security Requirements.

All work performed under this Delivery Request is unclassified unless otherwise specified by the government.

2.6.1. If classified work is required under this Delivery Request, the government will provide specific guidance to the contractor as to which work will be conducted in a classified manner and at which classification level. The contractor shall also adhere to other applicable Government orders, guides, and directives pertaining to classified or confidential work.

#### 2.6.2. FAR 52.204-2

- This section applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- b) The Contractor shall comply with-
  - The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and
  - 2) Any revisions to that manual, notice of which has been furnished to the Contractor.
- c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- d) The Contractor agrees to insert terms that conform substantially to the language of this clause d), including this paragraph but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

## 2.7. Purchased Items

Provide DD250 and bill of materials for all items to include all serial numbers, hardware components, configuration and quantity, software specifications (quantity, serial number, revision, etc) vendor specific identifiers, warranty status and end date for DHS signature upon receipt of product. Where applicable, software purchased by a reseller to be provided under this contract is to be licensed to the Government and not the contract performer.

#### 2.8. Licensing (If Needed)

Submit license information, software keys, serial numbers, authorization codes, activation codes, etc to the following addresses:<sup>(b)(6)</sup>

COTR email address as listed

in this Delivery Request.

# 3. Points of Contact

(b)(7)(E)

3.1. Vendor Points of Contact:

Rosina Kling <u>FSII\_HUBZone@pcitec.com</u> (b)(6) 3.2. DHS Points of Contact

(b)(6)

3.2.1. DHS S&T Technical Representative (if any)

S&T HSA STOP 0201 245 Murray Lane Washington, DC 20528-0201

3.2.2. Technical Point of Contact: (b)(6) (b)(6)

> S&T HSA STOP 0201 245 Murray Lane Washington, DC 20528-0201

3.2.3. DHS Contracting Officer: (b)(6) Department of Homeland Security Office of Procurement Operations S&T Acquisition Division 245 Murray Lane, SW Washington, DC 20528 (b)(6)

DHS S&T may change the individual designated as a POC upon notice to the Contractor of such change.

# **Other Provisions**

# **General Statement for IT Systems**

All IT systems (as defined by DHS Management Directive 0007.1) being planned, designed, developed, and maintained for the Department of Homeland Security, Science and Technology Directorate (DHS-S&T), its customers, and/or with DHS data, shall align and comply at a minimum with the following (and successor documents):

- DHS and/or S&T Federal Enterprise Architecture.
- OMB Circulars, including but not limited to:
  - OMB Circular A-11
  - OMB Circular A-130, Management of Federal Information Resources
  - OMB Circular A-123, Management's Responsibility for Internal Control

- Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR 1194
- Certification and Accreditation DHS Management Directive 4300 and NIST Special Publication 800-37, "Guide For The Security Certification and Accreditation of Federal Information System".
- Federal Regulations to the E-Government Act (including Privacy Impact Assessment),
- 44 U.S.C. Chapter 35, Paperwork Reduction Act
- Government Paperwork Elimination Act (GPEA), P.L 105-277
- 44 U.S.C. 3541, P.L. 107-347, Section III, Federal Information Security Management Act of 2002 (FISMA)
- DHS Management Directives including 0007.1, 4010.2, 102-01 (Appendix B System Engineering Life Cycle), 4300.1 (and 4300A), 4900, and others as appropriate.
- DHS MD 4200.1 IT Capital Planning and Investment Control (CPIC) and Portfolio Management
- Executive Order 13423, January 24, 2007 Strengthening Federal Environmental, Energy, and Transportation Management
- OMB and DHS polices, procedures, and practices for Capitalized Property and Internal Use Software including:
  - OMB Circular A-136, "Financial Reporting Requirements"
  - DHS Financial Management Policy (FMP) 003, "Accounting for Internal Use Software"
  - DHS Capitalized Property Policies and Procedures Chapter 11, "Accounting for Capitalized Property", Para 11.3 and 11.4
  - US Immigration and Customs Enforcement (ICE), Office of the Chief Financial Officer, "Internal Use Software Policies and Procedures"
- Guidance related to the Secure Coding Initiative and secure coding verification may also apply. Determination of compliance shall be made in writing by the S&T CIO.

(b)(6)

From: Sent: To: Subject: Attachments: (b)(6)

Friday, September 29, 2017 9:51 AM S&T Invoicing; S&T Obligations; Consolidation, Invoice SAT; (b)(6) HSHQDC-17-J-00525 - fully executed \$99,950

HSHQDC-17-J-00525 Signed.pdf; Delivery Requirement Venntel\_award.pdf; Attachment 2 - Provisions and Clauses \_Award.pdf

Good morning,

Information regarding the contract award is below:

Award:

- Purpose: New Delivery Order
- Vendor: Panamerica Computers
- Award type: Firm Fixed Price
- Requisition: RSAR-17-00094

PRISM Help Desk:

- Released in PRISM: 9/29/2017
- Closed in PRISM: 9/29/2017

#### S&T OBLIGATIONS:

**Obligate:** \$99,950 **De-commit:** \$20,050

#### S&T INVOICING:

Dissemination of Invoice Approvals shall be routed to:

- (1) Contracting Officer (CO): (b)(6)
- (2) Contract Specialist (CS): (b)(6)
- (3) Contracting Officer's Representative (COR): (b)(6)

#### All Others:

Please use this email and document for your information.

## Regards,

(b)(6)

#### (b)(6)

Contract Specialist S&T Acquisitions Division Office of Procurement Operations Department of Homeland Security Email:<sup>(b)(6)</sup> Phone:<sup>(b)(6)</sup> Homeland

<b>NO</b>	Home	a
	Home	tv
100 110		-/

(b)(6)

From: Sent: To: Subject: Attachments:

# (b)(6)

Friday, September 29, 2017 9:55 AM 'FSII\_HUBZone@pcitec.com' HSHQDC-17-J-00525 HSHQDC-17-J-00525 Signed.pdf; Delivery Requirement Venntel\_award.pdf; Attachment 2 - Provisions and Clauses \_Award.pdf

Good morning,

Information regarding the contract award is below:

Award:

- Purpose: New Delivery Order
- Vendor: Panamerica Computers
- Award type: Firm Fixed Price
- Requisition: RSAR-17-00094

#### S&T OBLIGATIONS:

Obligate: \$99,950

Regards, (b)(6)

(b)(6)

Contract Specialist
S&T Acquisitions Division
Office of Procurement Operations
Department of Homeland Security

Email: (b)(6)

Phone: (b)(6)



		ACT/ORDER FOR COM		RSAR-	17-00094		1	11
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ATTN PA	ICA COMPUTERS IN NAMERICA COMPUT G OAK ROAD			DHS ICE Burlingto PO BOX 10	00			
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2 of 11

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICE	s	QUANTIT	UNIT	23. UNIT PRICE	24. AMOUNT
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	This is a Firm-Fixed-Priced Deliv	very Order is:	sued			
	against FirstSource II contract H					
	with Panamerica Computers (PCi TEC					
	Venntel Software in support of th	ne DHS Science	e			
	and Technology Directorate's (S&T	r) Homeland				
	Security Advanced Research Project	cts Agency				
	(HSARPA). This delivery order wil	ll be performe	ed			
	in accordance with the attached I	Delivery				
	Requirements and Delivery Order (	Clauses and				
	Applicable Terms & Conditions.					
	Attachments:					
	1) Delivery Requirements - 6 page	es				
	2) Delivery Order Clauses and App	plicable Terms	S			
	and Conditions - 2 pages					
	AAP Number: None DO/DPAS Rating:	NONE				
	Accounting Info:					
	NONE000-000-J1-64-06-01-001-08-00	0-0000-00-00-	00-00			
	-GE-OE-31-16-000000					
	Period of Performance: 09/29/2017	7 to 09/28/20	18			
0001	Base Period			1 EA	99,950.00	99,950.00
	Continued					
a. QUANTIT	TY IN COLUMN 21 HAS BEEN					
RECEN	VED INSPECTED ACCEPTED, AND C	ONFORMS TO THE CON				
b. SIGNATU	JRE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAM	EAND	TITLE OF AUTHORIZED GOVER	NMENT REPRÉSENTATIVE
			32F TELEDHONE N	IMPER	OF AUTHORIZED GOVERNMEN	T REPRESENTATIVE
O MAILING	ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		SZI. TELEPHONE N	UNDER	OF AUTHORIZED GOVERNMEN	

			SZY. ENVIAL OF NOTHORIZED GOVERN	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS	CORRECT AND PROPER FOR P	AYMENT	42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF C	CERTIFYING OFFICER	41c. DATE		
			42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED HSHQDC-12-D-00013/HSHQDC-17-J-00525

NAME OF OFFEROR OR CONTRACTOR PANAMERICA COMPUTERS INC

TEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Venntel Portal annual license for 5 named users with 12,000 queries per year, per user. Expansion seats will be prorated to initial term. SKU: P-001				
	Product/Service Code: 7030 Product/Service Description: INFORMATION TECHNOLOGY SOFTWARE				
	Delivery: 90 Days After Award				
001	Option Period 1	1	EA	99,950.00	0.
	Venntel Portal annual license for 5 named users with 12,000 queries per year, per user. Expansion seats will be prorated to initial term.				
	SKU: P-001 Amount: \$99,950.00(Option Line Item) Product/Service Code: 7030 Product/Service Description: INFORMATION TECHNOLOGY SOFTWARE				
	Delivery: 365 Days After Award				
	The total amount of award: (b)(4) The obligation for this award is shown in box 26.				

Market research was conducted to determine whether the Venntel Portal purchase can be competed. The research determined that multiple FirstSource II vendors can provide the software and support for the specified brand name requested above. HSARPA also researched software tools similar to the Venntel Portal, including Babel Street Locate X, Google Mobile Analytics and Apple Application Analytics.

Procuring the Venntel Portal and support is essential to the Government's requirements under the Data Analytics Engine program because the Venntel Portal is unique and highly specialized tool that brings together 80,000 mobile applications into a single source for analytics through a web based portal that provides geo-fencing capabilities. With your approval, the Venntel Portal and support requirement will be a brand name purchase competed between FirstSource II vendors.

HUBZONESocio-Economic Category		
(b)(5)		
8(a) Socio-Economic Category		
(b)(5)		
SDVOSBSocio-Economic Category		
(b)(5)		
SBSocio-Economic Category		
(b)(5)		

# OPOAM 3016.505-90(a)(2)(iv) Justification for Brand Name Exception to Fair Opportunity Exceeding the SAT pursuant to FAR 16.505(a)(4)

JEFO No.: FY17-2712

Date: 13 September 2017

PR Number: (b)(7)(E)

1. Agency and Contracting Activity. Identification of the agency and the contracting activity, and specific identification of the document as a "Justification for an Exception to Fair Opportunity."

The Department of Homeland Security, Office of Procurement Operations, Science and Technology Acquisition Division (STAD) on behalf of the Science and Technology Directorate (S&T), Homeland Security Advanced Research Projects Agency (HSARPA) Data Analytics Engine (DA-E) prepared this justification for an exception to fair opportunity.

2. Nature and/or description of the action being approved.

OPO intends to limit the number of sources solicited pursuant to FAR 16.505(b)(2)(i)(B) for the procurement of the Venntel Portal. DHS/OPO intends to solicit the Venntel Portal from authorized First Source II vendors to ensure a fair and reasonable price.

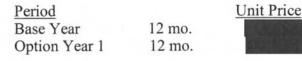
3. A description of the supplies or services required to meet the agency's need (including the estimated value).

S&T Homeland Security Advanced Research Agency (HSARPA) Data Analytics Engine (DA-E) has a need for Venntel Portal software. The Venntel Portal software product HSARPA DA-E is seeking is as follows:

SKU	Product Description	Qty
	Venntel Portal annual license for 5 users with 12,000 queries per	
P-001	year, per user	1

The estimated value of this action is **sector**. The total value of this requirement, if all options are exercised, will be **sector**.

The IGCE for this effort is **the period**. The period of performance is for twelve months from date of award with an option year.



Total



JEFO No. FY17-2712

Rev. 2/5/2016

# OPOAM 3016.505-90(a)(2)(iv) Justification for Brand Name Exception to Fair Opportunity Exceeding the SAT pursuant to FAR 16.505(a)(4)

#### 4. Identify the exception to fair opportunity and supporting rationale.

OPO intends to procure a brand name specification for the Venntel Portal in accordance with FAR 16.505(a)(4)(i). The exception is based on FAR 16.505(b)(2)(i)(B), only one source is capable of providing the Venntel Portal because the Venntel Portal is unique and highly specialized and is a brand name peculiar to the Original Equipment Manufacturer (OEM).

Market research has indicated that the for data transformation that are ideal to the developing requirements within HSARPA. Venntel offers broad and uncontrolled access to the underlying data set, making it possible for HSARPA to investigate the utility of this data across a broad set of use cases and potential applications. HSARPA researched software tools similar to the Venntel Portal, including Babel Street's Locate X, Google Mobile Analytics and Apple Application Analytics. Babel Street basically re-hosts Venntel's data set at a greater cost and with significant constraints on data access. Google and Apple offer access to some of the same data but unlike Venntel, do not provide access to cleaned and deduped data sets and have resisted government use cases. Therefore, HSARPA has determined to test and evaluate Venntel Portal software at this time in order to determine if the software provides value to DHS mission sets, and to determine the value of this tool in the formulation of future DHS enterprise analytic requirements.

Procuring the Venntel Portal is essential to the Government's requirements under the Data Analytics Engine program because Venntel Portal is unique and highly specialized as an analytical platform for Government mission spaces. Procuring the Venntel Portal as described herein allows HSARPA to properly evaluate a rapidly emerging technology that has demonstrated significant promise for the government's counter-terrorism mission. In the future, other software may also be tested.

5. Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.

The Contracting Officer has determined that issuing the proposed order for brand name Venntel Portal software represents the best value and will result in the lowest overall cost, considering price and administrative costs, to meet the Government's needs. DHS will solicit this requirement through the FirstSource II IDIQ and anticipates receiving more than one offer, which will ensure a competitive award is made at a fair and reasonable price.

6. Any other facts supporting the justification.

No other facts are provided.

JEFO No. FY17-2712

Rev. 2/5/2016

## OPOAM 3016.505-90(a)(2)(iv) Justification for Brand Name Exception to Fair Opportunity Exceeding the SAT pursuant to FAR 16.505(a)(4)

7. A statement of the actions, if any, the agency may take to remove or overcome any barriers that led to the exception to fair opportunity before any subsequent acquisition for the supplies or services is made.

Approval to purchase the Venntel Portal is for the purposes of product testing only and is not to be used as a de facto evaluation and/or market research. Once testing is completed, the program office will define its functional requirements and competitively solicit those requirements as they will no longer need to support a brand name action based on the test findings

8. DHS intends to include the JEFO with the solicitation for this requirement to all vendors in the HUBZone track of the FirstSource II Vehicle.

9. Technical/Requirements Personnel Certification.

Pursuant to FAR 16.505(b)(2)(ii)(B)(9), I certify that this requirement meets the Government's minimum need and that the supporting data, which form a basis for the justification, are accurate and complete.

(b)(6)	
(b)(6) Technical Representative/COR	Date

Technical Representative/COR

10. Contracting Officer Certification and/or Approval \*

Pursuant to FAR 16.505(b)(2)(ii)(B)(8), I certify that this justification is accurate and complete to the best of my knowledge and belief and hereby determine that the circumstances for an exception to fair opportunity exist:

b)(6)		
Not exceed	ing \$700,000	
(b)(6)		
Contracting	Officer	

9-18-17

Date