

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER 14PR-OFS-081		PAGE OF 1 18	
2. CONTRACT NO. GS-35F-0074S		3. AWARD/EFFECTIVE DATE 6/13/14	4. ORDER NUMBER TOFS-14-G-0003		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME COREY DIBENEDETTO			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY IRS non-IT (OTPA) Internal Revenue Service 6009 Oxon Hill Rd Suite 500 Oxon Hill MD		CODE 1-IRS NON-IT	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-OSABLE VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO OFS 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220		CODE OFS	16. ADMINISTERED BY IRS non-IT (OTPS) Internal Revenue Service 6009 Oxon Hill Rd Suite 700 Oxon Hill MD				
17a. CONTRACTOR/OFFEROR WINVALE GROUP LLC (THE) Attn: 1012 14TH STREET NW FIFTH FLOOR WASHINGTON DC 20005-3406  TELEPHONE NO. (202) 296-5505 x817		CODE 141213871	FACILITY CODE	18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@FISCAL.TREASURY.GOV PARKERSBURG WV 26106-1328			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract GS-35F-0074S Anti Fraud Subscription Services.  The contractor will provide an online trademark/brand protection and monitoring tool. Reference RFQ No. TOFS-14-S-0001 and contractor's quote dated June 10, 2014.  Contract Type: Firm-Fixed Price  Period of Performance: 06/16/2014 to 06/15/2015 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$174,066.75	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT; REF. Quote / OFFER DATED 06/10/2014. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) / Director		30c. DATE SIGNED 13-June-2014		31b. NAME OF CONTRACTING OFFICER (Type or print) COREY DIBENEDETTO		31c. DATE SIGNED 6/13/14	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Base Period: 6/16/2014 thru 6/15/2015 (one year) Antifraud Unit <del>subscription</del> _____ Accounting Info: OFS0128DB1414XX-2014-61000001-251001-OFSAD00000000 -OFS1231160-XXXXXXXXXXXX-OFS0001-XXXXXXXX-XXXX-XX XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXX Funded: _____				_____
0002	Option Period 1: 6/16/2015 thru 6/15/2016 (one year) Amount: _____ (Option Line Item) 06/16/2015 Accounting Info: 61000001-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX -XXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXX X Funded: \$0.00				0.00
0003	Option Period 2: 6/16/2016 thru 12/15/2016 (six months) Amount: _____ (Option Line Item) 06/16/2016 Accounting Info: 61000001-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX Continued ...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	35. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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 PAYMENT			42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-35F-0074S/TOFS-14-G-0003

PAGE OF  
3 18

NAME OF OFFEROR OR CONTRACTOR  
WINVALE GROUP LLC (THE)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	-XXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX X Funded: \$0.00				
0004	Option Period 3: 12/16/2016 thru 6/15/2017 (six months) Amount: ██████████ (Option Line Item) 12/16/2016  Accounting Info: -61000001---XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXX-XXXXXX XXX-XXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXX XXXX Funded: \$0.00				0.00
0005	Option Period 4: 06/16/2017 thru 12/15/2017 (six months) Amount: ██████████ (Option Line Item) 06/16/2017  Accounting Info: -61000001---XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXX-XXXXXX XXX-XXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXX XXXX Funded: \$0.00  The total amount of award: ██████████. The obligation for this award is shown in box 26.				0.00

## SCOPE OF WORK

### Monthly Subscription for Anti-Fraud Protection and Monitoring Services

#### 1.0 Background

Treasury requires Anti-Fraud Protection and Monitoring Services in support of the Office of Financial Stability's Troubled Asset Relief Program.

#### 2.0 Deliverables

In order to effectively and efficiently discharge these critical functions, the Office of Financial Stability requires a subscription to anti-fraud protection and monitoring services to fulfill its mission and ensure protection of programs and initiatives created under the Act. Required Capabilities include:

- 1. Website Searching Capabilities:** It must be able to conduct an analysis and retrieval of websites' unauthorized trademark use, sales activity, and domain name abuse related to the Treasury's Housing program services. The tool should have the ability to prioritize particularly egregious sites based on client-provided criteria and/or those with the highest consumer traffic. This product also must facilitate enforcement of the Treasury trademarks and brands, including via custom cease and desist letters, notifications to search engines, registrants and internet service providers.
- 2. Multiple Iterations Coverage:** It must have the ability to monitor five (5) iterations of a particular branded subject (including, but not limited to, services, trademarks, copyrights, products, and branded phrases) and scan it across all modes of inquiry.
- 3. Search Engine Monitoring:** It must be able to conduct search engine advertisement monitoring, including the ability to search major search engines for unauthorized third party keyword purchases of the Treasury's (and TARP) trademarks and brands. Importantly also, this product must facilitate the enforcement of the Treasury's intellectual property via a number of means, including cease & desist letters and notifications to search engines, registrants, internet service providers and other third parties.
- 4. Email Advertisements Coverage:** It must have the ability to monitor more than 10 million emails and website addresses (URLs) in order to identify and track potentially fraudulent commercial advertising or communications and notify internet email services, registrars, and internet service providers of violations.
- 5. Expert Strategic Analysis and Partnering:** It requires expert and strategic analysis and partnering to make rapid, triaged decisions and recommendations with respect to ongoing unauthorized use of the Treasury's intellectual property to prioritize enforcement.

6. **Domain Name Management:** It must have the ability to obtain from the infringing party, registrar, or other appropriate entity, the required authorization codes to effect domain name transfers in as prompt a manner as possible. The product must be able host the website URL of the Treasury's behalf when the transfer is completed and "re-direct" the transferred URL automatically to the appropriate official Treasury website. It must also provide a Domain Name Management staff person who liaises closely with the Treasury OFS Antifraud Unit and whose services shall not reduce, limit or impact the "Expert and Strategic Analysis Partnering," or any other services currently included in the scope of work for the base GSA Delivery.

Proposers are advised that the quote must include all the above specifications; failure to be able to address all items will render the quote non-responsive.

### 3.0 Conflicts Of Interest

The Delivery Order will include the following clause: The Contractor recognizes that, in performing this Order, the Contractor may obtain access to non-public information that is confidential or proprietary in nature. Except as permitted by the contract, the Contractor agrees that it, its employees, its subcontractors, and its subcontractors' employees ("Contractor") will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance of the Order for any purpose other than to perform work under the contract without first receiving written permission from the Contracting Officer. The Contractor shall secure information received from or prepared or gathered for the Treasury Department (Treasury) under this contract in a secure location with access limited to only those personnel with a "need to know."

### 4.0 Place of Performance

It is anticipated that all work performed under this Delivery Order shall be done at the offeror's facilities .

### 5.0 Government-Furnished Property:

The Contractor shall provide all materials, equipment, support, and facilities to fulfill the terms and conditions of this procurement. Under certain circumstances, some equipment, support software, computer time, and facilities may be provided by the U.S. Government as specified in individual task orders.

### 6.0 Security and Confidentiality

The security classification for work performed under this agreement is Sensitive But Unclassified (SBU). The documents that will be reviewed and produced are sensitive in nature and shall be protected from unauthorized disclosure. Work on this project requires that

Contractor personnel have access to Privacy Act Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

#### **6.1 Non-Disclosure Requirements**

The Contractor and all employees, agents, subcontractors and subcontractor personnel who will have access to documents or data provided by Treasury during the performance of their duties under the Delivery Order shall execute a Non-Disclosure Agreement and return it to the Contracting Officer before being given access to such information or documents. The Contractor shall use Attachment 1 of this solicitation to comply with this requirement

#### **7.0 Monthly Contract Status Report**

The Contractor shall report each month, current with submission of its invoice, the status for all task orders as of the end of the previous month. Such report shall describe, but is not limited to the:

- Hours and dollars spent, including cumulative totals of each and a forecast of future costs through the next month and total cost at completion;
- Current Contractor personnel engaged, including management of Contractor and subcontractor on-boarding and exiting processes based on Treasury procedures, including any required background investigations;
- Subcontracts, including socioeconomic category of each subcontractor and dollar value of each subcontract;
- Any Delivery Order issues; and
- Monthly transactions and accomplishments.

See Attachment 5 for a Sample Monthly Status Report.

#### **8.0 Labor Rates**

Not Used

### Contract Clauses

#### **FAR 52.217-9: Option to Extend the Term of the Contract (Mar 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years, six months.

#### **DTAR 1052.210-70: Contractor Publicity (AUG 2011)**

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

#### **DTAR 1052.222-70: Minority and Women Inclusion (APR 2014)**

Contractor confirms its commitment to equal opportunity in employment and contracting. To implement this commitment, the Contractor shall ensure, to the maximum extent possible consistent with applicable law, the fair inclusion of minorities and women in its workforce. The Contractor shall insert the substance of this clause in all subcontracts awarded under this Contract whose dollar value exceeds \$150,000. Within ten business days of a written request from the contracting officer, or such longer time as the contracting officer determines, and without any additional consideration required from the Agency, the Contractor shall provide documentation, satisfactory to the Agency, of the actions it (and as applicable, its subcontractors) has undertaken to demonstrate its good faith effort to comply with the aforementioned provisions. For purposes of this contract, "good faith effort" may include actions by the contractor intended to identify and, if present, remove barriers to minority and women employment or expansion of employment opportunities for minorities and women within its workforce. Efforts to remove such barriers may include, but are not limited to, recruiting minorities and women, providing job-related training, or other activity that could lead to those results.

“The documentation requested by the contracting officer to demonstrate “good faith effort” may include, but is not limited to, one or more of the following:

1. The total number of Contractor’s employees, and the number of minority and women employees, by race, ethnicity, and gender (e.g., an EEO-1);
2. A list of subcontract awards under the Contract that includes: dollar amount, date of award, and subcontractor’s race, ethnicity, and/or gender ownership status;
3. Information similar to that required in item 1, above, with respect to each subcontractor; and/or
4. The Contractor’s plan to ensure that minorities and women have appropriate opportunities to enter and advance within its workforce, including outreach efforts.

“Consistent with Section 342(c)(3) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203)(Dodd-Frank Act), a failure to demonstrate to the Director of the Agency’s Office of Minority and Women Inclusion such good faith efforts to include minorities and women in the Contractor’s workforce (and as applicable, the workforce of its subcontractors), may result in termination of the Contract for default, other contractual remedies, or referral to the Office of Federal Contract Compliance Programs. Compliance with this clause does not, however, necessarily satisfy the requirements of Executive Order 11246, as amended, nor does it preclude OFCCP compliance evaluations and/or enforcement actions undertaken pursuant to that Order. “For purposes of this clause, the terms “minority,” “minority-owned business” and “women-owned business” shall have the meanings set forth in Section 342(g) of the Dodd-Frank Act.

**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 Board’s 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 the statement of work. 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.

**IR1052.239.9010 Section 508 Services (Sep 2006)**

All contracts, solicitations, purchase orders, delivery orders and interagency agreements that contain a requirement of 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 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:1)  (k:2)  (k:3)

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)

1194.31 (a-f) Functional Performance Criteria

(a)  (b)  (c)  (d)  (e)  (f)

1194.41 (a-c) Information, Documentation, and Support

(a)  (b)  (c)

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 operations 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 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 or simultaneous actions and that is operable with limited reach and strength shall be provided.

#### **Public-Release Delivery Order Version Requirement**

The Contractor agrees to submit, within ten business (10) days from the date the Delivery Order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed Delivery Order or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Treasury. The Contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to this requirement may itself be subject to disclosure under the FOIA.

The Treasury will carefully consider all of the Contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed Delivery Order may be properly withheld.

**Authority - Contracting Officer, Contracting Officer's Technical Representative and Contractor's Project Manager**

**Contracting Officer**

- (a) The Contracting Officer for this Delivery Order is:  
David Gill  
IRS Office of Treasury Procurement Services (OTPS)  
6009 Oxon Hill Road, Oxon Hill, MD 20745-3129  
Email: [David.Gill@irs.gov](mailto:David.Gill@irs.gov)
- (b) The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this Delivery Order, and notwithstanding any clauses contained elsewhere in this Delivery Order, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the Delivery Order price to cover any increase in cost incurred as a result thereof.

**DTAR 1052.201-70 Contracting Officer's Technical Representative (COTR) Appointment and Authority (AUG 2011)**

- (a) The contracting officer's technical representative is:  
Troyling Harris  
Office of Financial Stability  
Email: [Troyling.Harris@treasury.gov](mailto:Troyling.Harris@treasury.gov)
- (b) Performance of work under this contract is subject to the technical direction of the COTR 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, and/or 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 contract specification(s)/work statement. The COTR does not have authority to issue technical direction that:
  - (1) Constitutes a change of assignment or additional work outside the contract 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 COTR must confirm oral direction in writing within five workdays, 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 the designated representative falls within the limitations of (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."

#### **Contractor Project Manager**

##### Winvale Project Manager

Name: Steve Young

Phone: 202.534.1748

Email: [syoung@winvale.com](mailto:syoung@winvale.com)

##### MarkMonitor Strategic Account Manager

Name: Edward F. Schandlbauer

Phone: 214-618-1096

Email: [ed.schandlbauer@markmonitor.com](mailto:ed.schandlbauer@markmonitor.com)

##### MarkMonitor Client Engagement Manager

Name: Kirby Barno

Phone: 208-389-5743

Email: [kirby.barno@markmonitor.com](mailto:kirby.barno@markmonitor.com)

##### MarkMonitor Brand Protection Analyst

Name: Brian Chapin

Phone: 208-685-1892

Email: [brian.chapin@markmonitor.com](mailto:brian.chapin@markmonitor.com)

#### **DTAR 1052.232-7003 Electronic Submission of Payment Requests**

- (a) *Definitions.* As used in this clause—

(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(2) [Reserved]

- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Internet Payment Platform (IPP). Information regarding IPP is available on the Internet at [www.ipp.gov](http://www.ipp.gov). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

#### **Period of Performance**

The period of performance for this Delivery Order shall be one (1) year from the date of award. The contract includes one (1) one-year option year and three (3) six-month option periods to extend the period of performance. The total potential period of performance (if all options are exercised) shall not exceed three and a half (3.5) years.

#### **Payment Schedule**

As applicable, a payment schedule will be specified in the Delivery Order.

**ATTACHMENT 1  
DETAILED PRICING TABLE**

TREASURY		Based Year	Option Period 1	Option Period 2	Option Period 3	Option Period 4
	Period of Performance	(1 year)	(1 year)	(six months)	(six months)	(six months)
		6/16/14-6/15/15	6/16/15-6/15/16	6/16/16-12/15/16	12/16/16-6/15/17	6/16/17-12/15/17
GSA Code/GSA Price	Description					
BP-MOD1A	Brand Protection Annual Subscription Service, (Craigslist) Marketplace Module	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
BP-MOD2	Brand Protection Annual Subscription Service, Websites Module	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
BP-MOD4	Brand Protection Annual Subscription Service, Paid Search Engine Monitoring	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
BP-BTR-1	Annual Subscription Service, Brand Threat Monitoring	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
BP-BRA1	Annual Subscription Service, Additional Brand Monitoring	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
BP-BRA2	Brand Protection Annual Subscription Service, Image Matching	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
DM-GTLD-1 NOTE A	Generic Top Level Domain (gTLD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
DM-MS-1	Managed Services: Servicing Treasury's Domain Portfolio, Recovering Infringed Domains	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FR-MOD2	Anti-Fraud Annual Subscription Services, Anti-Malware Platform	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FR-MOD1	Anti-Fraud Annual Subscription Services, Anti-Phishing Platform	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FR-SD50	Anti-Fraud Annual subscription Services, Block of 25 Shutdowns of Phishing or Malware Incidents	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Period Totals		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<p>• DM-GTLD-1 NOTE A:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>						

NOTE: We estimated domain name renewals at 2-year registration periods with the understanding that we can renew subscriptions at either the 1-year or 2-year intervals.

**ATTACHMENT 2  
NON-DISCLOSURE AGREEMENT**

**MONTHLY SUBSCRIPTION FOR ANTI-FRAUD PROTECTION  
AND MONITORING SERVICES**

**Conditional Access to Sensitive but Unclassified Information  
Non-disclosure Agreement**

**TO BE COMPLETED AFTER AWARD**

I, \_\_\_\_\_, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material containing sensitive but unclassified information. I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in the Agreement, sensitive but unclassified information is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I and my company are being granted conditional access contingent upon my execution of this Agreement for the sole purpose of the Program Compliance Services DELIVERY ORDER. This approval will permit me and my company conditional access to certain information, (documents, memoranda, reports, testimony, deliberations, etc.) and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Treasury Department has predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to the Treasury Department by other agencies of the United States Government.

4. I will never divulge any sensitive but unclassified information that is provided to us pursuant to this Agreement to anyone, unless we have been advised in writing by the Treasury Department that the individual is authorized to receive it. Should we desire to make use of any sensitive but unclassified information, we will do so in accordance with paragraph 6 of this Agreement. I will submit to the Treasury Department for security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge obtained during the course of the work performed

in Program Compliance Services in order for the Treasury Department to ensure that no sensitive but unclassified information is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive but unclassified information not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the Treasury Department, to review any official documents containing sensitive but unclassified information, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the Treasury Department, to be placed in secure storage unless it is determined by Treasury officials that the notes contain no sensitive but unclassified information. If I wish to have the notes released to us, Treasury officials will review the notes for the purposes of deleting any sensitive but unclassified information to create a redacted copy of the notes. If I do not wish a review of any notes made, those notes will remain in secure storage at the Treasury Department.

7. If I violate the terms and conditions of this Agreement, we understand that the unauthorized disclosure of sensitive but unclassified information could compromise the security of the Treasury Department.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of the conditional access to sensitive but unclassified information for me and my company. This may serve as a basis for denying me or the company conditional access to Treasury Department information, both classified and sensitive but unclassified information in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

9. Unless and until I am provided a written release by the Treasury Department from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on Program Compliance Services, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections

that it may assert in any administrative or court proceeding to protect any sensitive but unclassified information to which my company has been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

\_\_\_\_\_  
Name /Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

This Agreement was accepted by the undersigned on behalf of the Treasury Department (or name of DO/bureau) as a prior condition on conditional access to sensitive but unclassified information.

\_\_\_\_\_  
Department of the Treasury

\_\_\_\_\_  
Date