

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE Click here to enter text.	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO. PS0018	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NO. (If Applicable)	
6. ISSUED BY: CODE U.S. GENERAL SERVICES ADMINISTRATION SERVICE CONTRACT DIVISION 2 333 WEST BROADWAY, ROOM 950 SAN DIEGO, CA 92101	QT2F2BA	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Empower AI, Inc. 11730 Plaza America Dr Suite 400 Reston, VA 20190-4764		(X)	9A. AMENDMENT OF SOLICITATION NUMBER	
		☐	9B. DATED (SEE ITEM 11)	
		☒	10A. MODIFICATION OF CONTRACT/ORDER NO. 47QTCK18D0055	
			10B. DATED (SEE ITEM 13) 7/1/2018	
CODE UEI: HC6QJAM2F4E3	FACILITY CODE CAGE: 0MX49			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
☒	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 1.108(d)(3) and AA-2024-02
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

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

The purpose of this bilateral modification is to include the following amended sections of the Federal Acquisition Regulation (FAR) pertaining to FAR clause **52.204-30 Federal Acquisition Supply Chain Security Act Orders – Prohibition with Alternate I** to your Governmentwide Acquisition Contract (GWAC). This modification supersedes any previous version of the contract.

SEE CONTINUATION PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print) Kimberly Sue Dobyns, Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Melissa Suggs Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>Kimberly Sue Dobyns</i> (Signature of person authorized to sign)	15C. DATE SIGNED Click here to enter text. 4/5/24	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF30 BLOCK 14 CONTINUATION PAGE

This contract is hereby modified to incorporate the following revised text in these sections.

Section E

E.4 MASTER CONTRACT QUALITY ASSURANCE

Replace the text following the heading:

The GSA GWAC PCO over the Master Contract or designated inspector/Quality Assurance Evaluator (QAE) will review, for completeness, preliminary or draft deliverables that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the GSA GWAC PCO will not relieve the Contractor of the responsibility for complying with the requirements of the Master Contract.

Section F

Section F.7.3 – Table of Deliveries or Performance

Replace the text for item 8 in the table.

8	G.20.1 GWAC Data Calls	1. Proposal Engagement 2. Task Order Protest 3. Data Discrepancies and/or Missing Awards.	Responses due within ten (10) calendar days after a GSA request for the proposal engagement. Notifications due within ten (10) calendar days Protest lodged. Must be reported to the PCO and/or designated GSA representative within 24 hours of discovery.
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Section G

G.4.5 GSA GWAC Quality Assurance Evaluators

Replace the following paragraphs.

GSA GWAC Quality Assurance Evaluators (QAE) are subject matter experts (SMEs), identified by the GWAC PCO, responsible for Contractor communication and training, and provide quality assurance reviews of, but not limited to, the following:

1. Government designated system Training and Problem Resolution
2. Data Calls and Overall Transactional Data Quality Reviews
3. CAF Reconciliation
4. Sustainability Disclosure Reviews

The GSA GWAC PCO may identify one or more government and/or Contractor support personnel to serve as GSA GWAC QAEs to ensure the effective management of the GSA GWAC Program.

G.13.2.1 Mandatory Contractor Meetings and Conferences

Replace the following paragraphs.

Third party commercial business consultants/subcontractors may not represent the Alliant 2 GWAC Contractor's Management Personnel at any PMR meetings. Additionally, the Contractor is not permitted to add or substitute their Management Personnel with another company's representatives who are not a GSA GWAC contract holder. Any exceptions to this attendance restriction must be submitted in writing to the date specified in Section F.7 prior to the event itself and will be considered by either the GSA GWAC PCO or ACO.

Government Participants and Government Sponsored Participants: The Government participants may include the GSA GWAC Program Manager, GSA GWAC PCO/ACO among other Government representatives. Additionally, by invitation of the GSA GWAC Program Manager, the meetings may include guest speakers, panelists, and other invited participants from both Government and Industry to supplement the discussion topics at the PMR events.

G.15.1 Ordering Regulations

Replace the final Paragraph with the following:

The Contractor shall ensure the UEI/CAGE number assigned to the covered Master Contract shall be consistent for Orders issued under the Master Contract.

G.19.2 Task Order Performance Assessments

Replace the last Paragraph with the following:

The OCO is aware that the Contractors' awarded UEI/CAGE is available on the GSA GWAC webpage (www.gsa.gov/alliant2) and should be used when performing their assessment of the Alliant 2 GWAC contractors.

G.22.2 Summary Subcontracting Reports

Replace the following bullet text:

- If the Contractor is using the Parent UEI when reporting, the awardee's UEI number shall be cited in the "Remarks" section of the form, if different than the Parent UEI.

G.24.4 Notice Required for Ownership Changes and Change of Name Agreements

Replace the following paragraph:

If a Contractor merges, is acquired, or recognizes a successor in interest to Government contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes Novation agreements and change-of-name agreements by any Government Contracting Officer other than the GSA GWAC PCO/ACO, the Contractor must notify the GSA GWAC PCO/ACO and provide a copy of the Novation or any other agreement that changes the status of the Contractor, including the new UEI/CAGE code numbers, within the date specified in Section F.7. The Contractor may not submit Task Order Proposals under the company's new name until or unless a Contract Modification has made the change effective on the Master Contract.

Section I.7

Add the following FAR Clause. All subsequent sections numbers in Section I increase by one.

This contract is hereby modified to incorporate the following revised Federal Acquisition Regulation (FAR) clauses and provisions:

I.7 FAR 52.204-30 Federal Acquisition Supply Chain Security Act Orders – Prohibition (Dec 2023)

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

Covered article, as defined in [41 U.S.C. 4713\(k\)](#), means—

- (1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ([47 U.S.C. 153](#));
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201-1.303\(d\)](#) and [\(e\)](#):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR [4.2304\(c\)](#)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) Notice and reporting requirement.

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their

subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

Add the following Alternate I to FAR 52.204-30:

FAR 52.204-30 Federal Acquisition Supply Chain Security Act Orders – Prohibition (Dec 2023), Alternate I (DEC 2023).

Alternate I (DEC 2023). As prescribed in [4.2306](#)(c), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause:

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

[*Contracting Officer must select either “yes” or “no” for each of the following types of FASCSA orders:*]

Yes ☒ No ☐ DHS FASCSA Order

Yes ☒ No ☐ DoD FASCSA Order

Yes ☒ No ☐ DNI FASCSA Order