

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/25/18		2. CONTRACT NO. (If any) NNG15SC71B		6. SHIP TO:	
3. ORDER NO. 205AE9-18-F-00093		4. REQUISITION/REFERENCE NO. 5000036684		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
5. ISSUING OFFICE (Address correspondence to) IRS Midstates Procurement 4050 Alpha Road, 1045 NDAL Dallas, TX 75244-4203 Karla Wheelan 469-801-0777				b. STREET ADDRESS	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR FCN, INC.				8. TYPE OF ORDER	
b. COMPANY NAME (b)(6)				<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
c. STREET ADDRESS 12315 WILKINS AVE				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY ROCKVILLE		e. STATE MD	f. ZIP CODE 20852		
9. ACCOUNTING AND APPROPRIATION DATA See Attached Schedule(s)				10. REQUISITIONING OFFICE Khristine Warrenner 816-966-2565	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input checked="" type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input checked="" type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT DESTINATION	
13. PLACE OF a. INSPECTION DESITNATION		b. ACCEPTANCE DESTINATION		14. GOVERNMENT B/L NO. N/A	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/29/19	
16. DISCOUNT TERMS					

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>See Attached Schedule(s)</p> <p>Terms and Conditions under this delivery order are in accordance with NASA SEWP contract NNG15SC71B.</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME Invoices must be submitted via IPP						
	b. STREET ADDRESS (or P.O. Box)						
c. CITY				d. STATE	e. ZIP CODE	\$107,246.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)  Karla G. Wheelan		Digitally signed by Karla G. Wheelan Date: 2018.09.25 19:48:46 -05'00'	23. NAME (Typed) Karla G. Wheelan 469-801-0777 TITLE: CONTRACTING/ORDERING OFFICER	
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SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: inspected, accepted, received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

Line Item Table

Item No.	Item Description	QTY	Unit	Price	Value
001	Adobe Experience Manager Forms 6.3 Software Licenses - On Premise Term - Per Core PERIOD OF PERFORMANCE: 09/30/18 - 09/29/19 IRS Point of Contact: (b)(6)/(b)(7)(C) (b)(6)/(b)(7)(C) @ci.irs.gov NASA RFQ# 103810 NASA SEWP QUOTE# SM091918K	(b)(4)	EA	(b)(4)	59,946.00
002	Adobe Experience Manager Document Security 6.3 Software Licenses - On Premise Term - Minimum (b)(4) Recipients PERIOD OF PERFORMANCE: 09/30/18 - 09/29/19 IRS Point of Contact: (b)(6)/(b)(7)(C) (b)(6)/(b)(7)(C) @ci.irs.gov NASA SEWP RFQ# 103810 NASA SEWP QUOTE# SM 091918K R/A: Khristine Warrener 816-966-2565	(b)(4)	EA	(b)(4)	47,300.00

Accounting and Appropriation Data

ACCT. Line No.	Accounting and Appropriation Data	Amount
001-0001	181809F3D V0TF000 5H 3152	59,946.00
002-0001	181809F3D V0TF000 5H 3152	47,300.00

AB 1052.203-99 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Mar 2015) (DEVIATION 2015-00003)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

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

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause. (End of clause)

DT1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)

As prescribed in 1009.204-70, insert the following clause:

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. (End of clause)

DT1052.232-7003 Electronic Submission of Payment Requests (Apr 2015)

(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), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.
(End of clause)

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

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

(b) The Invoice Processing Platform (IPP) is a secure Web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. Effective October 1, 2012, invoicing for payment through the IPP will be mandatory

for all new contract awards. Additional information regarding the IPP may be found at the IPP website address <https://www.ipp.gov>. Contractors must complete the contractor point of contact information below, and submit it with their proposal submissions. Contractors may contact the IPP Helpdesk for assistance via e-mail atippgroup@bos.frb.org or via phone at (866) 973-3131. Once a contract award has been made, the contractor will be contacted by the IPP via e-mail to set-up an account. It will be necessary for contractors to login to their IPP accounts every 90 days to keep their IPP accounts active.

(c) Contractor Name: FCN Inc.

Contractor IPP Point of Contact Name: (b)(6)

Contractor Phone Number: 301-770-2925

Contractor E-mail Address: (b)(6)@fcnit.com

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

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

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

(g) Short Payment. Short payment on vendor submitted invoices will no longer be processed or paid. If any portion of the invoice does not meet the requirements for a

proper invoice, the entire invoice shall be rejected and returned to the vendor unpaid.
(End of Clause)

PP32-01-0001 COMMERCIAL ADVANCED PAYMENTS (MAY 2008)

Upon receipt of a proper contractor request for advance payment, in accordance with FAR Clause 52.232-29(e), the advance payment is authorized against the following CLINs:

CLIN Description	Advance Pmt Amount
1 Adobe Experience Mgr Forms 6.3	\$59,946.00
2 Adobe Experience Mgr Doc Security 6.3	\$47,300.00

A. Date of start of performance of work **09/30/18**.

B. Total contract price **\$107,246.00**.

Total amount authorized for advance payment **\$107,246.00**.

Remaining Balance **\$0.00**.

C. Advance Payment = **100%** of total contract price.

D. Remaining payments will be (i) Delivery-based

_____ (ii) Based upon a specific event or time

_____ (iii) Interim payments, made before any performance of any further work.

E. Payment schedule for remainder of work: N/A

F. Contractor will provide the following security for advance payment: N/A

G. The contracting officer may exercise the Governments rights to require other security under 52.232-29 (c), Terms for Financing of Purchases of Commercial Items, in the event the contractors financial condition changes and is found not to be adequate security.

H. (In accordance with FAR 32.206(c), the contracting officer shall specify, to the extent access is necessary, Information and/or facilities to which the Government shall have access for the purpose of verifying the contractor's entitlement to payment of contract financing.)

(End of Clause)

52.232-29 Terms for Financing of Purchases of Commercial Items (Feb 2002)

(a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions—Commercial Items.

(c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall—

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) Content of Contractor's request for financing payment. The Contractor's request for financing payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for financing payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made; and
- (4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly.

(g) Dates for payment. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) Conflict between terms of offeror and clause. In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

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IR1052.239-9000 SECTION 508 - INFORMATION, DOCUMENTATION, AND SUPPORT (MAY 2018)

In accordance with 36 CFR with 36 CFR, Appendix C to Part 1194, the information and communication technology (ICT) 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 Attachment entitled, _ (Please state where attachment can be found). 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:

X Chapter 6: Support Documentation and Services

X 601 General

X 601.1

X 602 Support Documentation

X 602.1 X 602.2 X 602.3 X 602.4

X 603 Support Services

X 603.1 X 603.2 X 603.3

(End of Clause)

IR1052.239-9001 SECTION 508 CONFORMANCE (MAY 2018)

Each information and communication technology (ICT) product and/or product related service delivered under the terms of this contract, at a minimum, shall conform to the applicable accessibility standards at 36 CFR, Appendix C to Part 1194 at the level of conformance as specified in the Attachment entitled, _ (Please state where attachment may be found).

The following technical standards have been determined to be applicable to this contract:

___ Chapter 4: Hardware

___ 401 General

___ 401.1

___ 402 Closed Functionality

___ 402.1 ___ 402.2(1-6) ___ 402.3 ___ 402.4 ___ 402.5

___ 403 Biometrics

___ 403.1

___ 404 Preservation of Information Provided for Accessibility

___ 404.1

___ 405 Privacy

___ 405.1

___ 406 Standard Connections

___ 406.1

___ 407 Operable Parts

___ 407.1 ___ 407.2 ___ 407.3 ___ 407.4 ___ 407.5 ___ 407.6 ___ 407.7 ___ 407.8

___ 408 Display Screens

___ 408.1 ___ 408.2 ___ 408.3

___ 409 Status Indicators

- 409.1
- 410 Color Coding
- 410.1
- 411 Audible Signals
- 411.1
- 412 ICT with Two-Way Communication
- 412.1 412.2 412.3 412.4 412.5 412.6 412.7
- 413 Closed Caption Processing Technologies
- 413.1
- 414 Audio Description Processing Technologies
- 414.1
- 415 User Controls for Captions and Audio Descriptions
- 415.1

X Chapter 5: Software

- X 501 General
- X 501.1
- X 502 Interoperability with Assistive Technology
- X 502.1 X 502.2 X 502.3 X 502.4(A-G)
- X 503 Applications
- X 503.1 X 503.2 X 503.3 X 503.4

X Chapter 7: Referenced Standards

- X 701 General
- X 701.1
- X 702 Incorporation by Reference
- X 702.1 _ 702.2 X 702.3 _ 702.4 _ 702.5 _ 702.6 _ 702.7 _ 702.8 _ 702.9 X 702.10

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 ICT 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 Chapter 3) apply to this contract.

X Chapter 3: Functional Performance Criteria

- X 301 General
- X 301.1
- X 302 Functional Performance Criteria
- X 302.1 X 302.2 X 302.3 X 302.4 X 302.5 X 302.6 X 302.7 X 302.8 X 302.9

(End of clause)