

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

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

1. DATE OF ORDER <b>09/30/2017</b>		2. CONTRACT NO. (If any) <b>NNG15SC33B</b>		6. SHIP TO:		
3. ORDER NO. <b>TIRMS-17-K-00116</b>		4. REQUISITION/REFERENCE NO. <b>V-7-V0-02-CC-U05 000</b>		a. NAME OF CONSIGNEE <b>1</b>		
5. ISSUING OFFICE (Address correspondence to) <b>IRS, Midstates Procurement, OS:A:P:B:M 12155</b> <b>4050 Alpha Rd, 1045NDAL, 9th Flr, Rm 930</b> <b>Dallas, TX 75244-4203</b>				Internal Revenue Service – Criminal Investigation		
7. TO:				b. STREET ADDRESS <b>300 N. Los Angeles Street, Room 5016, MS 9009</b>		
a. NAME OF CONTRACTOR <b>ATTN: (b)(6)</b>		Phone: <b>(b)(6)</b>		c. CITY <b>Los Angeles</b>		e. ZIP CODE <b>CA 90012</b>
b. COMPANY NAME <b>00756788</b> <b>EMERGENT, LLC</b>		c. STREET ADDRESS <b>8219 LEESBURG PIKE STE 300</b>		f. SHIP VIA <b>(b)(6)/(b)(7)(C)</b>		
d. CITY <b>VIENNA</b>		e. STATE <b>VA</b>		8. TYPE OF ORDER		
f. ZIP CODE <b>22182</b>		9. ACCOUNTING AND APPROPRIATION DATA <b>171709F3D V0TF000 5H 3152 9CYCSSFH</b>		<input type="checkbox"/> a. PURCHASE <input checked="" 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.		
10. REQUISITIONING OFFICE <b>Khristine Warrenner 816-966-2565</b>				12. F.O.B. POINT <b>Destination</b>		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB						
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION <b>Destination</b>		b. ACCEPTANCE <b>Destination</b>		<b>N/A</b>		<b>Terms: 0%</b> <b>Days: 0</b>

**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)
	Terms and Conditions under this Delivery Order are in accordance with NASA SEWP V Contract NNG15SC33B.  All orders placed against this NASA SEWP V Contract and all of its provisions and clauses, in full text or incorporated by reference, are subject to the terms and conditions.  NASA SEWP REQUEST #75209 NASA SEWP QUOTE #33337  R/A: Khristine Warrenner 816-966-2565					
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. ◀ (Cont. pages)  ◀ 17(i) GRAND TOTAL
	21. MAIL INVOICE TO:					
	a. NAME			12108		
	Invoices must be submitted via the Invoice Processing Platform at www.ipp.gov					
b. STREET ADDRESS (or P.O. Box)					32,130.00	
c. CITY	d. STATE	e. ZIP CODE				32,130.00

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

▶ **Karla G. Wheelan**

Digitally signed by Karla G. Wheelan  
DN: c=US, o=U.S. Government, ou=Department of the Treasury, ou=Internal Revenue Service, ou=People, serialNumber=318320, cn=Karla G. Wheelan  
Date: 2017.09.29 10:31:33 -0500

**23. NAME (Typed)**

**KARLA G WHEELAN 469-801-0777**

**TITLE: CONTRACTING/ORDERING OFFICER**

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**OPTIONAL FORM 347 (REV. 2/2012)**  
Prescribed by GSA/FAR 48 CFR 53.213(f)

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

PAGE NO.

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

DATE OF ORDER		CONTRACT NO.		ORDER NO.		
09/30/2017		NNG15SC33B		TIRMS-17-K-00116		
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E) US\$	AMOUNT (F) US\$	QUANTITY ACCEPTED (G)
0001	(Continued)  Adobe Experience Manager Document Security 6.3 Software License - On Premise Term - Hosted on cloud-based servers to accommodate five(5) virtual machines (b)(4) Recipients  Period of Performance: 09/30/17 - 09/29/18  IRS Point of Contact: IRS - Criminal Investigation Attn: (b)(6)/(b)(7)(C) 300 N. Los Angeles Street, Room 5016, MS: 9009 Los Angeles, CA 90012 (b)(6)/(b)(7)(C)@ci.irs.gov	(b)(4)	EA	(b)(4)	32,130.00	
<b>TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))</b>					32,130.00	

NSN 7540-01-152-8082

50348-101

**OPTIONAL FORM 348** (10-83)  
 Prescribed by GSA  
 FAR(48 CFR) 53.213(e)

**1 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)

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

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

(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.

(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.

(c) Support services for products shall accommodate the communication needs of end-users with disabilities. [End of clause]

### 3 IR1052.239-9009 Section 508 Conformance(Sep 2006)

Each electronic and information technology (EIT) product and/or product-related service delivered under the terms of this contract, at a minimum, shall conform to applicable EIT accessibility standards at 36 CFR 1194 at the level of conformance specified.

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

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

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

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

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

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

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

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria (36 CFR 1194.31) apply to this contract.

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

(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print

output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.

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

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

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

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

#### **4 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)

#### **5 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](http://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)

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

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

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

(c) Contractor Name: EMERGENT LLC  
 Contractor IPP Point of Contact Name: (b)(6)  
 Contractor Phone Number: (b)(6)  
 Contractor E-mail Address: (b)(6)@emergent360.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](mailto:cfo.bfc.ipp.customer.support@irs.gov).

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

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