

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 03/04/2021	2. CONTRACT NO. (if any) HSHQDC13D00017	6. SHIP TO:	
3. ORDER NO. 70B04C21F00000169		4. REQUISITION/REFERENCE NO. 0020121471	
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Information Technology Contracting Division Intech Two, Suite 100 6650 Telecom Drive Indianapolis IN 46278		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
		b. STREET ADDRESS	
		c. CITY	d. STATE e. ZIP CODE
		f. SHIP VIA	

7. TO:		8. TYPE OF ORDER	
a. NAME OF CONTRACTOR FCN INC		<input type="checkbox"/> a. PURCHASE -- 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.	<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.
b. COMPANY NAME CAGE CODE 0WU14			
c. STREET ADDRESS 12315 WILKINS AVE			

d. CITY ROCKVILLE	e. STATE MD	f. ZIP CODE 20852-1827	(b) (6), (b) (7)(C)
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9. ACCOUNTING AND APPROPRIATION DATA

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 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. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)	12. F.O.B. POINT Not applicable
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13. PLACE OF	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 03/05/2022	16. DISCOUNT TERMS Within 30 days Due net
a. INSPECTION	b. ACCEPTANCE		

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acpt
10	Elastic Cloud SW					
20	Federal Subscription for Elastic Stack					
30	Federal Subscription for Elastic Stack					
40	Federal Subscription for Elastic Stack					
50	Elastic Cloud SW					

(b) (4)

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	
21. MAIL INVOICE TO:			
a. NAME DHS - Customs & Border Protection		Commercial Accounts Sect.	
b. STREET ADDRESS (or P.O. Box) 6650 Telecom Drive, Suite 100			
c. CITY Indianapolis	d. STATE IN	e. ZIP CODE 46278	17(h)TOT. (Cont. pages) (b) (4)
			17(i) GRAND TOTAL (b) (4)

22. UNITED STATES OF AMERICA BY (Signature) (b) (6), (b) (7)(C) ORDERING OFFICER

DATE OF ORDER 03/04/2021	CONTRACT NO. (if any) HSHQDC13D00017	ORDER NO. 70B04C21F00000169	PAGE OF PAGES 2 5
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Federal Tax Exempt ID: (b) (3) (A)

Emailing Invoices to CBP. Do not mail or email invoices to CBP. Invoices must be submitted via the IPP website, as detailed under **Electronic Invoicing and Payment Requirements** in the attached terms and conditions.

NOTES:

This firm fixed price delivery order is to provide line item 00010 - 00040 per the terms and conditions of Department of Homeland Security contract HSHQDC-13-D-00017 and Delivery Order 70B04C21F00000169.

Pricing was established by RFQ20121471

Period of Performance: March 6, 2021 through March 5, 2022

Please reference the order number (block 3 of front page) on the invoice.

Only a contracting officer may authorize changes to this order. If any changes are required please notify the contracting officer.

Contract Specialist for this (b) (6), (b) (7)(C)

By accepting this order, the vendor agrees (b) (7)(E) and receive payment via electronic funds transfer (EFT). To register with (b) (7)(E) Vendor is registered (b) (7)(E). (b) (7)(E)

By accepting this order, the vendor agrees to all of the terms and conditions.

INVOICES SHALL BE SUBMITTED THROUGH THE ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP)

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: 70B04C21F00000169**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT PRICE
10	Elastic Cloud SW	(b) (4)			
20	Federal Subscription for Elastic Stack				
30	Federal Subscription for Elastic Stack				
40	Federal Subscription for Elastic Stack				
50	Elastic Cloud SW				

Total Funded Value of Award: \$4,914,672.75

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.315BUSCSGLCS0942715000Z00021500TT060000AC00 IU544315B TAS# 07020212021 0530000	(b) (4)
20	6100.315BUSCSGLCS0942712000Z000206D3MA110000AHIE IR201315B TAS# 070 X5595000	
30	6100.315BUSCSGLCS0942712000Z000206D7TT040000AHIE 64729315B TAS# 070 X5702000	
40	6100.315BUSCSGLCS0942712000Z000206D2TT040000AHIE IU201315B TAS# 070 X5543000	
50	6100.315BUSCSGLCS0942715000ZUBA21530TT010000AE00 IU545315B TAS# 07020212022 0530000	

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection	10	(b) (4)	03/05/2022
(b) (7)(E)	50		03/05/2022
Customs and Border Protection	20		03/05/2022
(b) (7)(E)	30		03/05/2022
	40		03/05/2022

I.4 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Delivery Order. In the event the contractor effects any changes at the direction of any person other than the Contracting Officer, the changes 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 costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the Delivery Order, or to modify any term or condition of the Delivery Order. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed Delivery Order can be incurred before receipt of a fully executed Delivery Order or specific authorization from the Contracting Officer.

[End of Clause]

I.5 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (JAN 2016)

Beginning April 11, 2016, payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). Payment terms for existing contracts and orders awarded prior to April 11, 2016 remain the same. The Contractor must use IPP for contracts and orders awarded April 11, 2016 or later, and must use the non-IPP invoicing process for those contracts and orders awarded prior to April 11, 2016.

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice *[CO to edit and include the documentation required under this contract]:*

Invoice

The IPP was designed and developed for Contractors to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting

(b) (7)(E)

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

[End of Clause]

I.6 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (JUL 2014)

A. Contractor Performance Evaluations

Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under this contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order.

Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Representatives (CORs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) or contract specialists (CS) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

The contractor representative will be given up to fourteen (14) days to submit written comments or a rebuttal statement. Within the first seven (7) calendar days of the comment period, the contractor representative

may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the fourteen (14) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the Reviewing Official (RO) within the division/branch the AO is assigned. Once the RO completes the review, the evaluation is considered complete and the decision is final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

B. Designated Contractor Representative

The contractor must identify a primary representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

C. Electronic Access to Contractor Performance Evaluations

The AO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS Focal Point (FP).

The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS.

The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed.

[End of Clause]

I.7 CONTRACT TYPE (OCT 2008)

This is a Firm Fixed Priced Task Order.

[End of Clause]

I.8 TERM OF CONTRACT (MARCH 2003)

The term of this contract is from 03/06/21 through 03/05/2022.