

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: \_\_\_\_\_ PAGE OF 1 8  
 2. CONTRACT NO. HSTS03-13-A-CIO549  
 3. AWARD/EFFECTIVE DATE: \_\_\_\_\_ 4. ORDER NUMBER: HSTS03-13-J-CIO494  
 5. SOLICITATION NUMBER: \_\_\_\_\_ 6. SOLICITATION ISSUE DATE: \_\_\_\_\_

7. FOR SOLICITATION INFORMATION CALL: 8. NAME: Gabriela Bravo  
 9. TELEPHONE NUMBER (No collect calls): \_\_\_\_\_ 8. OFFER DUE DATE/LOCAL TIME: \_\_\_\_\_

9. ISSUED BY: \_\_\_\_\_ CODE: 20  
 OFFICE OF ACQUISITION  
 701 S 12TH STREET  
 ARLINGTON VA 20598  
 10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  
 HUBZONE SMALL BUSINESS  ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)  
 NAICS: 541511  
 SIZE STANDARD: \$25.5

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE  
 12. DISCOUNT TERMS: Net 30  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING: \_\_\_\_\_  
 14. METHOD OF SOLICITATION:  RFQ  IFB  RFP

15. DELIVER TO: \_\_\_\_\_ CODE: TSA11  
 Office of Information Technology  
 701 S 12TH STREET  
 Attn: LINDA CHATMAN  
 ARLINGTON VA 20598  
 16. ADMINISTERED BY: \_\_\_\_\_ CODE: 03  
 TSA INFRASTRUCTURE  
 701 S 12th St  
 ARLINGTON VA 20598

17a. CONTRACTOR/OFFEROR: \_\_\_\_\_ CODE: 835130485 FACILITY CODE: \_\_\_\_\_  
 INTERNATIONAL BUSINESS MACHINES CORPORATION  
 Attn: (b)(6)  
 6710 ROCKLEDGE DR  
 BETHESDA MD 208171826  
 TELEPHONE NO. 301-2403797  
 18a. PAYMENT WILL BE MADE BY: \_\_\_\_\_ CODE: TSA1  
 US Coast Guard Financial Center  
 TSA Commercial Invoices  
 P.O. Box 4111  
 Chesapeake VA 23327-4111

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  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-35F-4984H Tax ID Number: 13-0871985 DUNS Number: 835130485 This is a Time and Materials Task Order issued against BPA HSTS03-13-A-CIO549 for Mobile Application Development in accordance with the attached Performance Work Statement (PWS). (Attachment A) Accounting Info: 5TS134A000D2013ITS010GE000075006700670CIO-67050000 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$336,413.59

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDUM  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.  
 29. AWARD OF CONTRACT: \_\_\_\_\_ OFFER DATED \_\_\_\_\_ 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): Mike McGowan, IBM Contracts Manager  
 30c. DATE SIGNED: 9/30/13  
 31b. NAME OF CONTRACTING OFFICER (Type or print): Kristin Fuller  
 31c. DATE SIGNED: 30 Sep 2013

18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	00000000-251D-TSA DIRECT-DEF. TASK-D Period of Performance: 11/04/2013 to 11/03/2015				
00001	CLIN00001: Base Period Period of Performance: 11/04/2013 to 05/03/2014	1	JB	(b)(4)	(b)(4)
10001	CLIN10001: Option Period 1 Period of Performance: 05/04/2014 to 11/03/2014	1	JB		0.00
20001	CLIN20001: Option Period 2 Period of Performance: 11/04/2014 to 05/03/2015	1	JB		0.00
30001	CLIN 30001: Option Period 3 Period of Performance: 05/04/2015 to 11/03/2015	1	JB		0.00
The total amount of award: \$1,176,280.72. The obligation for this award is shown in box 26.					

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

32a. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE    32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE  
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER    34. VOUCHER NUMBER    35. AMOUNT VERIFIED CORRECT FOR    35. PAYMENT    37. CHECK NUMBER  
 PARTIAL     FINAL     COMPLETE     PARTIAL     FINAL

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 (YYMM/DD)    42d. TOTAL CONTAINERS

## **1 GENERAL INFORMATION**

This Task Order (TO) is in support of the Transportation Security Administration (TSA), Application Development Division, to perform Mobile Application Development (MAD) services.

### **1.1 Period of Performance**

The period of performance for this task order is:

Base Period – November 4, 2013 to May 3, 2014

Option Period One – May 4, 2014 to November 3, 2014

Option Period Two – November 4, 2014 to May 3, 2015

Option Period Three – May 4, 2015 to November 3, 2015

### **1.2 Type of Order**

The contract type for this task order is **Time & Material**.

## **2 SPECIFIC REQUIREMENTS**

Performance requirements for this task order are provided in the attached Performance Work Statement (PWS) of this TO.

## **3 SUPPLEMENTAL CLAUSES**

The following clauses are included in this task order.

### **3.1 Clauses incorporated by reference**

All clauses found in the vendor's OASIS II BPA flow down to this task order and are hereby incorporated by reference.

#### **3.1.1 52.227-3 PATENT INDEMNITY (APR 1984)**

### **3.2 Clauses incorporated by full text**

#### **3.2.1 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 30 calendar days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 2 years.

(End of clause)

OASIS II TO – HSTS03-13-J-CIO494

Task Order (6) – MAD

**3.2.2 5200.243.001 CONTRACTING OFFICER (CO)**

The Contracting Officer is the only person authorized to make any changes, approve any changes in the requirements of this contract, issue orders, obligate funds and authorize the expenditure of funds, and notwithstanding any term contained elsewhere in this contract, such authority remains vested solely in the Contracting Officer. (For further information, the Contracting Officer is a federal government employee who is specifically authorized and appointed in writing under specified agency procedures and granted the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.) 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 without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

The following Primary Contracting Officer is assigned to this contract. Alternate Contracting Officers may be assigned:

TSA Contracting Officer:

NAME: Kristin Fuller

PHONE NUMBER: 571-227-(b)(6)

EMAIL: (b)(6)

**3.2.3 5200.242.001 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND TECHNICAL MONITORS**

The principle role of the COR is to support the Contracting Officer in managing the contract. This is done through furnishing technical direction within the confines of the contract, monitoring performance, ensuring requirements are met within the terms of the contract, and maintaining a strong relationship with the Contracting Officer. As a team the Contracting Officer and COR must ensure that program requirements are clearly communicated and that the agreement is performed to meet them. The principle role of the Technical Monitor (TM) is to support the COR on all work orders, tasks, deliverables and actions that require immediate attention relating to the approved scope and obligated funding of the contract action.

The Contracting Officer hereby designates the individual(s) named below as the Contracting Officer's Representative(s) and Technical Monitor(s). Such designations(s) shall specify the scope and limitations of the authority so delegated.

TSA CORs:

NAME: Derek Smith

PHONE NUMBER: 571-227-(b)(6)

EMAIL: (b)(6)

## OASIS II TO – HSTS03-13-J-CIO494

### Task Order (6) – MAD

The COR(s) and TM(s) may be changed at any time by the Government without prior notice to the Contractor, but notification of the change, including the name and phone number of the successor COR, will be promptly provided to the Contractor by the Contracting Officer in writing.

The responsibilities and limitations of the COR are as follows:

- The COR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COR is also responsible for the final inspection and acceptance of all reports and such other responsibilities as may be specified in the contract.
- The COR may designate assistant COR(s) to act for him/her by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.
- The COR will maintain communications with the Contractor and the Contracting Officer. The COR must report any observed fraud, waste, or opportunities to improve performance of cost efficiency to the Contracting Officer.
- The COR will immediately alert the Contracting Officer to any possible Contractor deficiencies or questionable practices so that corrections can be made before the problems become significant.
- The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract's price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the expressed prior authorization of the Contracting Officer.
- The COR is not authorized to direct the Contractor on how to perform the work.
- The COR is not authorized to issue stop-work orders. The COR may recommend the authorization by the Contracting Officer to issue a stop work order, but the Contracting Officer is the only official authorized to issue such order.
- The COR is not authorized to discuss new proposed efforts or encourage the Contractor to perform additional efforts on an existing contract or order.

The responsibilities and limitations of the TM are as follows:

- Coordinating with the COR on all work orders, task, deliverables and actions that require immediate attention relating to the approved scope and obligated funding of the contract action.
- Monitoring the Contractor's performance in relation to the technical requirements of the assigned functional area of the contract to ensure that the Contractor's performance is strictly within the contract's scope and obligated funding.
- Ensuring that all recommended changes in any work under the contract are coordinated and submitted in writing to the COR for consideration.
- Informing the COR if the Contractor is not meeting performance, cost, schedule milestones.
- Performing technical reviews of the Contractor's proposals as directed by the COR.
- Performing acceptance of the Contractor's deliverables as directed by the COR.
- Reporting any threats to the health and safety of persons or potential for damage to Government property or critical national infrastructure which may result from the Contractor's performance or failure to perform the contract's requirements.

#### **3.2.4 4202.242.002 "SUBMISSION OF INVOICES - Commercial"**

(a) Background: The Transportation Security Administration (TSA) partners with the United States Coast Guard Finance Center for financial services in support of TSA operations, including the payment of contractor invoices. Therefore, all contractor invoices must be submitted to, and will be paid by, the U.S. Coast Guard Finance Center (FinCen).

OASIS II TO – HSTS03-13-J-CIO494

Task Order (6) – MAD

(b) Invoice Submission Method: Invoices may be submitted via facsimile, U.S. Mail, or email. Contractors shall utilize ONLY ONE method per invoice submission. The submission information for each of the methods is as follows in order of preference:

1) Facsimile number is: 757-413-7314

The facsimile number listed above shall be used by contractors for ORIGINAL invoice submission only. If facsimile submission is utilized, contractors shall not submit hard copies of invoices via the U.S. mail. It is the responsibility of the contractor to verify that invoices are received, regardless of the method of submission used. Contractors may inquire regarding the receipt of invoices by contacting the U.S. Coast Guard Finance Center via the methods listed in subparagraph (d) of this clause.

2) U.S. Mail:

United States Coast Guard Finance Center  
TSA Commercial Invoices  
P.O. Box 4111  
Chesapeake, VA 23327-4111

3) Email Invoices:

FIN-SMB-TSAInvoices@uscg.mil or www.fincen.uscg.mil

(c) Invoice Process: Upon receipt of contractor invoices, FinCen will electronically route invoices to the appropriate TSA Contracting Officer's Technical Representative and/or Contracting Officer for review and approval. Upon approval, the TSA will electronically route the invoices back to FinCen. Upon receipt of certified invoices from an Authorized Certifying Official, FinCen will initiate payment of the invoices.

Note for discounts offered:

Discounts on invoices. If desired, the Contractor should offer discounts directly upon the invoice submitted, clearly specifying the terms of the discount. Contractors can structure discounted amounts for payment for any time period less than the usual thirty day payment period specified under Prompt Payment requirements; however the Contractor should not structure terms for payment of net amounts invoiced any sooner than the standard period required under FAR Subpart 32.9 regarding prompt payments for the specified deliverables under contract.

Discounts offered after invoice submission. If the Contractor should wish to offer a discount on a specific invoice after its submission for payment, the Contractor should submit a letter to the Finance Center identifying the specific invoice for which a discount is offered and specify the exact terms of the discount offered and what time period the Government should make payment by in order to receive the discount. The Contractor should clearly indicate the contract number, invoice number and date, and the specific terms of the discount offered. Contractors should not structure terms for net amount payments any sooner than the standard period required under FAR Subpart 32.9 regarding prompt payments for the specified deliverables under contract.

## OASIS II TO – HSTS03-13-J-CIO494

### Task Order (6) – MAD

(d) **Payment Status:** Contractors may inquire on the payment status of an invoice by any of the following means:

(1) Via the internet: <https://www.fincen.uscg.mil>

Contacting the FinCen Customer Service Section via telephone at 1-800-564-5504 or (757) 523-6940 (Voice Option #1). The hours of operation for the Customer Service line are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday. However, the Customer Service line has a voice-mail feature that is available 24 hours per day, 7 days per week.

(2) Via the Payment Inquiry Form: <https://www.fincen.uscg.mil/secure/payment.htm>

(e) **Invoice Elements:** Invoices will automatically be rejected if the information required in subparagraph (a)(2) of the Prompt Payment Clause, contained in this Section of the Contract, including EFT banking information, Taxpayer Identification Number (TIN), and DUNS number are not included in the invoice. All invoices must clearly correlate invoiced amounts to the corresponding contract line item number and funding citation. The Contractor shall work with the Government to mutually refine the format, content and method of delivery for all invoice submissions during the performance of the Contract. Should an invoice be rejected for any reason, the resulting revised invoice must be submitted for the period covered by the original invoice. The revised invoice shall not be merged or combined with a subsequent invoice.

(f) **Supplemental Invoice Documentation:** Contractors shall submit all supplemental invoice documentation (e.g. copies of subcontractor invoices, travel vouchers, etc) necessary to approve an invoice along with the original invoice. The Contractor invoice must contain the information stated in the Prompt Payment Clause in order to be received and processed by FinCen. Supplemental invoice documentation required for review and approval of invoices may, at the written direction of the Contracting Officer, be submitted directly to either the Contracting Officer, or the Contracting Officer's Representative. Note for "time-and-material" type contracts: The Contractor must submit the following statement with each invoice for labor hours invoiced under a "time-and-materials" type contract, order, or contract line item: "The Contractor hereby certifies in accordance with paragraph (c) of FAR 52.232-7, that each labor hour has been performed by an employee (prime or subcontractor) who meets the contract's specified requirements for the labor category invoiced."

(g) **Additional Invoice Preparation Instructions for Software Development and/or Hardware.** The Contractor shall clearly include a separate breakdown (by CLIN) for any software development activities (labor costs, subcontractor costs, etc) in accordance with Federal Accounting Standards Advisory Board Statement of Federal Financial Accounting Standards Number 10 (Preliminary design costs, Development costs and post implementation costs) and cite payment terms. The contractor shall provide make and model descriptions as well as serial numbers for purchases of hardware and software (where applicable.)

(h) **Frequency of Invoice Submission:** Invoices shall be submitted on a monthly basis.

### **3.2.5 5201.242.001 PERIOD OF PERFORMANCE FOR CONTRACTS REQUIRING EMPLOYEE BACKGROUND CHECKS**

The period of performance begins 60 days after contract award to allow for the Enter On Duty Suitability Determination. A contract modification shall be executed to revise the period of performance if the

OASIS II TO -- HSTS03-13-J-CIO494

Task Order (6) -- MAD

determination process is completed earlier. Performance may begin sooner if the vetting process takes less than 60 days.

**4 SPECIAL TERMS AND CONDITIONS**

Any third party OSS software furnished by TSA to IBM ("OSS GFS"), that IBM may install, update, or otherwise use on behalf of TSA under this work order is licensed and distributed to TSA by the third parties, and IBM is not a party to such licenses or a distributor of any OSS GFS. IBM provides no warranty, indemnification, or implied or explicit license obligations regarding any OSS GFS delivered by TSA to IBM as OSS GFS. IBM is responsible, in accordance with FAR 52.246-4 or FAR 52.246-6 (as applicable), for any modifications and creations of derivative works related to OSS GFS under this task order, and the foregoing does not relieve IBM from its performance obligations under this task order.

**5 TO Attachments**

Attachment	Description
A	Performance Work Statement