

ORDER FOR SUPPLIES OR SERVICES

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

| | | | | |
|---|---------------------------------------|--|---|---|
| 1. DATE OF ORDER 04/29/2011 | 2. CONTRACT NO. (if any) TC2001025 | 6. SHIP TO: | | |
| 3. ORDER NO. HSBP1011J00322 | | 4. REQUISITION/REFERENCE NO. 0020062207 | | a. NAME OF CONSIGNEE U.S. CUSTOMS AND BORDER PROTECTION |
| 5. ISSUING OFFICE (Address correspondence to) DEPARTMENT OF HOMELAND SECURITY U.S. CUSTOMS AND BORDER PROTECTION 1300 PENNSYLVANIA AVENUE, N.W., SUITE NP-1310 WASHINGTON DC 20229 | | | | b. STREET ADDRESS 7681 BOSTON BOULEVARD |
| | | | c. CITY SPRINGFIELD | d. STATE VA |
| | | | e. ZIP CODE 22153 | |
| 7. TO: | | | | f. SHIP VIA |
| a. NAME OF CONTRACTOR IBM GLOBAL SERVICES | | | | 8. TYPE OF ORDER R |
| b. COMPANY NAME ACE SUPPORT TEAM | | | | <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. |
| c. STREET ADDRESS 8020 TOWERS CRESCENT DR 8TH FL | | | | <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. |
| d. CITY VIENNA | | e. STATE VA | f. ZIP CODE 22182 | |
| 9. ACCOUNTING AND APPROPRIATION DATA | | | | 10. REQUISITIONING OFFICE OIT/CSPO |
| CONTRACTOR TIN: (b) (3); (b) (4) | | | | 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) |
| 12. F.O.B. POINT Not applicable | | | | <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 |
| 13. PLACE OF | | 14. GOVERNMENT B/L NO. | 15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 04/30/2011 | 16. DISCOUNT TERMS Net 30 |
| 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) | Accpt |
|-----------------|-------------------------------------|-------------------------|-------------|-------------------|---------------|-------|
| 10 | ABO ACE PM support 5/1/11-10/31/11 | 1.000 | AU | | | |
| 20 | ACE CSPO PM support 5/1/11-10/31/11 | 1.000 | AU | | | |

(b) (4)

| | | | | | | |
|----------------------------------|---|---------------------------|----------------------|----------------------|-----------------------|----------------|
| SEE BILLING INSTRUCTIONS REVERSE | 18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO. | | TOT. (Cont. pages) | |
| | 21. MAIL INVOICE TO: | | | | | |
| | a. NAME DHS - CBP NATIONAL FINANCE CENTER | | | | | \$0.00 |
| | b. STREET ADDRESS (or P.O. Box) PO BOX 68908 | | | | | \$4,994,000.00 |
| c. CITY INDIANAPOLIS | | d. STATE IN | e. ZIP CODE 46268 | 17(i) GRAND TOTAL | | |

| | |
|--|---|
| 22. UNITED STATES OF AMERICA BY (Signature) | 23. NAME (Typed) MICHAEL REBAIN TITLE: CONTRACTING/ORDERING OFFICER |
|--|---|

(b) (6)

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|-----------------------------|------------------------------------|-----------------------------|----------------------|
| DATE OF ORDER 04/29/2011 | CONTRACT NO. (if any) TC2001025 | ORDER NO. HSBP1011J00322 | PAGE OF PAGES 2 2 |
|-----------------------------|------------------------------------|-----------------------------|----------------------|

Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

A. UNDER CONTRACT TC-2001-025, THE GOVERNMENT HAS IDENTIFIED A REQUIREMENT FOR ACE PRODUCTION APPLICATIONS AND SYSTEMS SUPPORT MAINTENANCE. THIS WORK WILL BE UNDERTAKEN IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK. THE GOVERNMENT'S OBJECTIVE AND REQUIREMENTS WILL BE NEGOTIATED WITH THE CONTRACTOR DURING THE DEFINITIZATION PHASE SPECIFIED BELOW. CHANGES MADE TO THE NEGOTIATED PERFORMANCE REQUIREMENTS WILL BE INCORPORATED INTO THE DEFINITIZED DELIVERY ORDER.

B. UNLESS OTHERWISE PROVIDED FOR OR STIPULATED, THIS DELIVERY ORDER IS BASED ON THE CONTRACTOR'S PROPOSAL DATED APRIL 6, 2011; HOWEVER, ISSUANCE OF THIS ORDER DOES NOT CONSTITUTE THE CONTRACTING OFFICER'S ACCEPTANCE OF ANY EXCEPTION, ASSUMPTION, TERM OR CONDITION MADE IN THE PROPOSAL.

C. THE ORDER HAS A FUNDING CEILING OF \$4,994,000.00, WHICH IS NOT TO BE EXCEEDED BY THE CONTRACTOR PRIOR TO DEFINITIZATION. UNTIL DEFINITIZATION, THE CONTRACTOR IS RESTRICTED TO THE CEILING AMOUNT. THE GOVERNMENT RECOGNIZES THAT THE FINAL DEFINITIZED AMOUNT WILL BE BASED ON JOINT DISCUSSION AND, AS SUCH, THE FINAL PRICE MAY BE ADJUSTED LOWER THAN THE NOT-TO-EXCEED FUNDING LIMITATION AWARDED HEREIN.

D. THE FOLLOWING FAR CLAUSES ARE APPLICABLE TO THE UNDEFINITIZED ORDER: 52.216-23, EXECUTION & COMMENCEMENT OF WORK, 52.216-24, LIMITATION OF GOVERNMENT LIABILITY, 52.216-25, CONTRACT DEFINITIZATION, AND 52.243-7, NOTIFICATION OF CHANGES.

E. THE PERIOD OF PERFORMANCE FOR THIS REQUIREMENT IS APRIL 30, 2011, THROUGH APRIL 29, 2012.

F. A COST REIMBURSEMENT TYPE DELIVERY ORDER IS CONTEMPLATED FOR THIS REQUIREMENT. THE CONTRACTOR AGREES TO BEGIN NEGOTIATING WITH THE CONTRACTING OFFICER THE TERMS OF THE DELIVERY ORDER DEFINITIZING THE REQUIREMENT WITHIN THIRTY DAYS AFTER ISSUANCE OF THE ORDER.