

2. CONTRACT NO. TOFS-12-B-0005/  
 0353/12/201160  
 3. AWARD/EFFECTIVE DATE  
 4. ORDER NUMBER  
 5. SOLICITATION NUMBER  
 6. SOLICITATION ISSUE DATE

7. **FOR SOLICITATION INFORMATION CALL:** **a. NAME** DAVID GILL **b. TELEPHONE NUMBER (No collect calls)** 202-283-5274 **8. OFFER DUE DATE/LOCAL TIME**

9. ISSUED BY INTERNAL REVENUE SERVICE  
 6009 OXON HILL ROAD  
 SUITE 500  
 OXON HILL MD 20745  
 CODE TDP-IRS  
 10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: % FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 NAICS:  HUBZONE SMALL BUSINESS  SOLE SOURCE  
 SIZE STANDARD:  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  (A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 12. DISCOUNT TERMS  
 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  
 As Indicated On Each Call  
 16. ADMINISTERED BY CODE TDP-IRS  
 INTERNAL REVENUE SERVICE  
 6009 OXON HILL ROAD  
 SUITE 500  
 OXON HILL MD 20745

17a. CONTRACTOR/OFFEROR CODE  
 See Schedule  
 FACILITY CODE  
 17b. PAYMENT WILL BE MADE BY CODE ARC/ASD/OFS  
 As Indicated On Each Call

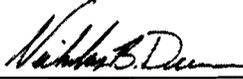
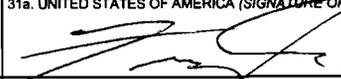
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18a. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	PRIME: Small Business Administration SUB: 807372839 INTEGRATED FEDERAL SOLUTIONS INC. 1818 LIBRARY ST STE 500 RESTON VA 20190-6274 Troubled Asset Relief Program (TARP) Acquisition Support Blanket Purchase Agreement (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA  
 As Indicated On Each Call  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
 \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  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 HEREIN.  
 29. AWARD OF CONTRACT REF. 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)  
 Nicholas B. Dunn, President  
 30c. DATE SIGNED  
 3-6-2012  
 31b. NAME OF CONTRACTING OFFICER (Type or print)  
 FREDERICK T. LITTLE  
 31c. DATE SIGNED  
 3/6/12

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Base Year - 3/9/2012 through 3/8/2013 Option Year One - 3/9/2013 through 3/8/2014 Option Year Two - 3/9/2014 through 2/8/2015 Period of Performance: 03/09/2012 to 03/08/2015				

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  NOTED: \_\_\_\_\_ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32c. DATE \_\_\_\_\_ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32e. 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 \_\_\_\_\_ 36. PAYMENT  COMPLETE  PARTIAL  FINAL \_\_\_\_\_ 37. CHECK NUMBER \_\_\_\_\_  
 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 \_\_\_\_\_ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER \_\_\_\_\_ 41c. DATE \_\_\_\_\_ 42a. RECEIVED BY (*Print*) \_\_\_\_\_  
 42b. RECEIVED AT (*Location*) \_\_\_\_\_  
 42c. DATE REC'D (*YY/MM/DD*) \_\_\_\_\_ 42d. TOTAL CONTAINERS \_\_\_\_\_

## Blanket Purchase Agreement

### Scope of Agreement

## **TARP Acquisition Support**

### **Background:**

The Department of Treasury, Internal Revenue Service seeks to create a single award Blanket Purchase Agreement (BPA) consistent with Federal Acquisition Regulation (FAR) Part 13 and SubPart 19.8. This BPA will be a vehicle to satisfy recurring, repetitive requirements in an efficient and streamlined manner while also furthering agency goals of contracting with small, disadvantaged business concerns in the Small Business Administration's 8(a) Business Development Program.

Support with Troubled Asset Relief Program (TARP) acquisitions / contract actions is required by Treasury. In 2008, the TARP Program was established by the Emergency Economic Stabilization Act to restore and maintain the liquidity and stability of America's financial system. TARP acquisitions are primarily for professional legal, accounting, financial, and information technology services. The TARP program uses Indefinite-Delivery Indefinite-Quantity contracts, Blanket Purchase Agreements, Simplified Acquisition Procedures, Federal Supply Schedule, and other procurement methods, as appropriate to meet mission needs. Further, the TARP Program reports to various oversight bodies such as the Special Inspector General for TARP (SIGTARP), the Government Accountability Office (GAO), and Congress.

### **Scope:**

The scope of the blanket purchase agreement covers providing acquisition support for the TARP. This support includes assistance with contract data/reporting, business process improvement, and pre-award / post-award contract actions.

### **Period of Performance:**

Base year and two option years – with a three year maximum period of performance.

Consistent with FAR 13.303-6 the Contracting Officer will review the BPA prior to the exercise of option years to determine whether the BPA still represents the best value.

### **BPA Objectives:**

- To obtain timely, knowledgeable, proactive support for TARP acquisitions.
- To obtain acquisition planning and contract administration support services.
- To obtain assistance with acquisition data analysis and reporting.
- To obtain support with contracting policies and process documentation / improvement.

**Labor Category Requirements**

Labor Category	Required Education and Experience
Senior Acquisition Analyst	Twelve years of federal acquisition experience and bachelor's degree in business or a related field
Mid-Level Acquisition Analyst	Eight years of federal acquisition experience and bachelor's degree in business or a related field
Junior Acquisition Analyst	Four years of federal acquisition experience and bachelor's degree in business or a related field

Substitution Policy: Experience and education can be substituted on a year-for-year basis to meet requirements. For example, an individual with a master's degree in business and six years of acquisition experience would meet the requirements for a Mid-Level Acquisition Analyst.

**Ordering Procedures**

A performance work statement, requisition with funding / an estimated cost, and any other necessary information must be submitted to the Contracting Officer for each project requirement / task order. Also consistent with 13 CFR § 124.503(g) acceptance from the Small Business Administration must be obtained prior to placing task/call orders.

**Ceiling / Purchase Limitation**

The cumulative value of all orders under this blanket purchase agreement shall not exceed the current 8(a) competitive threshold of \$3,500,000.00 (the maximum value generally permitted for 8(a) sole source services acquisitions).

Funds are not obligated directly by the BPA. The IRS plans to, but does not promise, that funded task orders will be issued for specific work requirements during the course of the BPA. Task Orders will provide critical support and address mission needs for the Treasury, Office of Financial Stability and IRS Office of Treasury Procurement Services.

**Places of Performance**

Performance is expected to take place at one of the following locations (1) 1801 L Street, NW in Washington DC 20036, (2) 6009 Oxon Hill Road, Oxon Hill, MD 20745, or the contractor's facility. The task orders will designate specific places of performance.

**Government-Furnished Property**

When working on-site at a government facility desk space and telephone / computer equipment will be provided.

**Travel**

If required by task order(s) – Actual costs for travel pre-approved by the COTR will be reimbursed in accordance with the Federal Travel Regulations and FAR Subpart 31.205-46 Travel Costs. Receipts or other appropriate documentation must accompany claims for reimbursement on travel expenses in excess of \$75 in accordance with 41 CFR 301-52.15. Profit shall not be applied to travel costs. The total amount paid for travel on task orders shall not exceed the amounts task order Travel contract line items.

**Section 508 Compliance**

The contractor shall comply with information technology accessibility requirements mandated by Section 508 of the Rehabilitation Act will be addressed in contract clauses at the task order level. Reports and documents produced must be accessible to persons with disabilities.

**Authority of Personnel**

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this Blanket Purchase Agreement and corresponding Task Orders, and notwithstanding any clauses contained elsewhere in BPA or associated task orders, the said authority remains solely with the Contracting Officer. 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 made without authority and no adjustment will be made in price to cover any increase in cost incurred as a result thereof.

The authority of the COTR is designated in DTAR Clause 1052.201-70 Contracting Officer's Technical Representative (COTR) Appointment and Authority. The OFS Contract Manager is a level above the COTR and has the same authority / responsibilities.

**Payment**

Invoices for work performed on task orders must be submitted to the Payment Office via [OFS@bpd.treas.gov](mailto:OFS@bpd.treas.gov) and the COTR.

Each invoice submitted shall be supported by appropriate documentation. Documentation necessary to substantiate an invoice shall include, but is not limited to, project name and number, invoice number, percentage complete, original contract amount, modification amounts, retainage amount and percent cumulative, labor categories, labor hours worked per labor category, labor rate, value of work in place, contractor's name, and contract number.

**Contract Type**

Task orders will be issued on either a firm-fixed price or labor hour basis.

**Contractor Security**

On-site contractor personnel shall be subject to IRS and/or Treasury contractor security procedures depending on the place of performance. These restrictions will be specified in clauses at the task order level.

**Non-performance of inherently governmental functions**

This blanket purchase agreement includes services that are closely associated with inherently governmental functions. The contractor shall not perform any inherently governmental functions.

Generally, the contractor may provide advice and draft documents, but not provide the final decision/approval on matters relating to Treasury acquisitions. Contractor is prohibited from performing the activities listed in FAR 7.503. Further, contractor employees are expressly prohibited from receiving a warrant and serving as an agency Contracting Officer.

The contractor must notify all company employees working regularly in a government facility that questions regarding inherently governmental work can be directed to the Contracting Officer or COTR. The CO or COTR will advise on whether tasks are inherently governmental and provide technical direction on how to proceed. Further, contractor employees working regularly in a government facility must identify themselves as contractor employees (e.g. in their email signature lines).

### **PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT**

This contract action utilizes Troubled Asset Relief Program (TARP) funds authorized by 110 P.L. 343. The program requires a high level of transparency and TARP contract documents are posted publicly at <http://www.financialstability.gov> or at another location designated by Treasury.

The Contractor agrees to submit to the CO and COTR, within ten business (10) days from the date of award (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract, blanket purchase agreement, or order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Treasury. The .pdf file must have searchable text and generally be compliant with the accessibility requirements in Section 508 of the Rehabilitation Act, 29 U.S.C. § 794(d). The Contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to this requirement may itself be subject to disclosure under the FOIA.

The Treasury will carefully consider all of the Contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract document may be properly withheld.

### **Quality Assurance Surveillance Plan**

At the task order level Treasury will implement a Quality Assurance Surveillance Plan (QASP) for performing quality assurance on specific work projects. This plan will include performance objectives/standards, acceptable quality levels, the method of government surveillance, and remedies for noncompliance.

## BPA Clauses

### **FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at this Internet address:

<http://www.acquisition.gov/far/>

Clause No.	Title and Date
52.202-1	Definitions (Jan 2012)
52.203-3	Gratuities (April 1984)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-14	Display of Hotline Poster(s) (Dec 2007)
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.212-4	Contract Terms and Conditions – Commercial Items (Jun 2010)
52.223-6	Drug-Free Workplace (May 2001)
52.228-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.227-17	Rights in Data – Special Works (Dec 2007)
52.242-13	Bankruptcy (Jul 1995)
52.243-1	Changes - Fixed-Price - Alternate III (Apr 1984)
52.241-3	Changes - Time-and-Materials or Labor-Hours (Sept 2000)
52.246-25	Limitation of Liability – Services (Feb 1997)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)

### **FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

√ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

√ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

√ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

√ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

\_\_\_ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

\_\_\_ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

\_\_\_ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (10) [Reserved]

√ (11) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (July 2010) of 52.219-9.

√ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

\_\_\_ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

\_\_\_ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

\_\_\_ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

√ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

√ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

√ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

√ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

√ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

√ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

√ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

√ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

√ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.

6962(c)(3)(A)(ii). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

\_\_\_ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

\_\_\_ (37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_ (38) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

√ (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

√ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

\_\_\_ (46) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

**52.217-8 -- Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

**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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 36 months.

**FAR 52.219-12 -- Special 8(a) Subcontract Conditions (Feb 1990)**

(a) The Small Business Administration (SBA) has entered into Contract No 0353/12/201160 with the Department of the Treasury to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) Integrated Federal Solutions, hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. 0353/12/201160 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to Internal Revenue Service, Department of the Treasury with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Internal Revenue Service, Department of the Treasury.

(4) That it will notify the Internal Revenue Service, Department of the Treasury Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by cognizant Payment Office – the Bureau of Public Debt's Administrative Resource Center.

(End of Clause)

**1052.203-9000 NEWS RELEASES AND ADVERTISEMENTS (June 2005)**

The Contractor, or anyone 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 the provisions of 31 U.S.C. 333 and this contract. Further, a violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

**1052.203-9000 1052.224-9000(d) Disclosure of "Sensitive but Unclassified" Information Safeguards (March 2008)**

Any Treasury Department Information made available or to which access is provided, and which is marked or should be marked "Sensitive but Unclassified Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

**1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (SEP 2006)****a. Contractor Performance Evaluations**

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared semi-annually to coincide with the anniversary date of the contract.

Interim and final evaluations shall be available to the Contractor through the Contractor Performance Assessment Reporting System (CPARS) as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision shall be 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 to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors must register with CPS in order to review and comment on agency prepared contractor interim and final evaluation reports. Contractors can do this by registering online at the CPS web site.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

**DTAR 1052.201-70 Contracting Officer's Technical Representative (COTR) appointment and authority.**

**CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) APPOINTMENT AND AUTHORITY AUG 2011**

(a) The COTR is Maria Johnson ([Maria.Johnson@treasury.gov](mailto:Maria.Johnson@treasury.gov) / 202-927-4829) of the Office of Financial Stability located at 1801 L Street, NW Washington DC 20036. Also serving as COTR is Augustine Clemente ([Augustine.B.Clemente@irs.gov](mailto:Augustine.B.Clemente@irs.gov) / 202-283-6721) of the Internal Revenue Service located at 6009 Oxon Hill Road, Oxon Hill, MD 20745.

(b) Performance of work under this contract is subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COTR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COTR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR or the designated representative falls within the limitations of (c) above, the

contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(End of clause)

**DTAR 1052.219-72 Section 8(a) direct awards.**

**8(A) BUSINESS DEVELOPMENT PROGRAM AWARDS (June 2003)**

(a) This purchase/delivery/task order or contract is issued by the contracting activity directly to the 8(a) program participant/contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of the Treasury.

However, the Small Business Administration is the prime contractor and retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and provides counseling and assistance to the 8(a) contractor under the 8(a) Business Development program.

The cognizant SBA district office is:

Washington District Office (SBA Office code 0353)

b) The contracting officer is responsible for administering the purchase/delivery/task order or contract and taking any action on behalf of the Government under the terms and conditions of the purchase/delivery/task order or contract, to include providing the cognizant SBA district office with a signed copy of the purchase/delivery/task order or contract award within 15 days of the award. However, the contracting officer shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the purchase order or contract. The contracting officer shall also coordinate with SBA prior to processing any novation agreement. The contracting officer may assign contract administration functions to a contract administration office.

c) The contractor agrees:

(1) to notify the contracting officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based, plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of control; and,

(2) to adhere to the requirements of FAR 52.219-14, Limitations on Subcontracting.

(End of clause)

**COI PROVISIONS FOR BPA****(c) CONFLICTS OF INTEREST**

- (1) The Treasury HAS NOT WAIVED any potential conflicts of interest as defined by the Federal Acquisition Regulation (FAR) or 31 C.F.R. Part 31. Further, the Contractor agrees that its future relationship with the Treasury will be governed by the FAR, 31 C.F.R. Part 31, and this BPA. The Contractor agrees to negotiate in good faith concerning the inclusion of any different or additional conflict of interest policies and procedures that may be issued by the Treasury pursuant to Section 108(b) of the Emergency Economic Stabilization Act of 2008.
- (2) Prior to work being performed under any new task order, the Contractor shall prepare a detailed written explanation of all actual conflicts, potential conflicts, or matters that may present the appearance of a conflict under the FAR or 31 C.F.R. Part 31, and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to avoid or mitigate such conflicts. The Contractor's disclosure submission shall include but is not limited to the information specified in 31 C.F.R. § 31.211(b)(1) – (b)(6), and shall include at a minimum the following:
  - The Contractor and any proposed or actual subcontractor's or consultant's relationship to any related entities as such term is defined in 31 C.F.R. § 31.201;
  - The categories of troubled assets owned or controlled by the Contractor including any proposed or actual subcontractor or consultant, or any related entity of the Contractor, if the arrangement relates to the acquisition, valuation, disposition, or management of troubled assets;
  - Information concerning all other business or financial interests of the Contractor including its proposed or actual subcontractors or consultants, or the related entities of the Contractor, that could conflict with the Contractor's obligations under this BPA;
  - A description of all organizational conflicts of interest and potential conflicts of interest;
  - A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
  - A written detailed plan to mitigate all personal conflicts of interest, along with supporting documents; and
  - A certification that the information provided to the Treasury in response to the above items is complete and accurate in all materials respects. Only after receiving this information will the Treasury determine whether organizational conflicts of interest prevent the Contractor from consulting for the Treasury in the specific matter.

- (3) Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with 31 C.F.R. Part 31 or Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (i) refusal to waive a conflict; (ii) termination of this BPA for default; (iii) debarment of the contractor from federal contracting; (iv) referral to the appropriate state licensing authorities; and/or in appropriate cases (v) civil or criminal actions.
- (4) It is solely within the discretion of the Treasury to determine whether or not a conflict of interest exists and whether any mitigation plan submitted by the Contractor avoids or mitigates a conflict. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred to another contractor or entity pursuant to the corrective actions listed above, the Contractor is expected to follow Treasury policies and procedures and to cooperate fully in the orderly transfer of such matters.
- (5) In addition to complying with 31 C.F.R. Part 31 and any other applicable restrictions, the Contractor will: (1) not advise any parties against the United States in any matter that is the subject of or related to a task order during the term of this BPA and after the end of this BPA; (2) have all professional staff assigned to work under this BPA receive conflicts of interest training in consultation with the OFS Compliance office at the on-boarding and off-boarding process; and (3) all professional staff assigned to work under this BPA shall not provide any services related to the Troubled Asset Relief Program (TARP) to any party during the time the individual is performing work for Treasury.
- (6) No later than 10 business days after the effective date of this BPA, or any new task order under this BPA or any revision to this BPA's anticipated work or any task order's statement of work, the Contractor shall (i) obtain and review the submissions required by 31 C.F.R. § 31.212 for personal conflicts of interest, and (ii) certify in writing to the Treasury that all such individuals have no personal conflicts of interest, or are subject to a mitigation plan or waiver approved by the Treasury. Contractor agrees not to permit any such individual to perform work under this BPA or task order with respect to any institution or related entities of such institution with which such individual has disclosed a personal conflict of interest pursuant to 31 C.F.R. § 31.212, absent obtaining the Treasury's prior consent. In making this determination, the Contractor may rely on the information obtained pursuant to 31 C.F.R. § 31.212(b), unless the Contractor knows or should have known that the information provided is false or inaccurate.
- (7) Before the Contractor accepts a contract, task order, or a modification to this BPA, the Contractor shall certify to the following:

- The Contractor is aware of the prohibitions or paragraph (a) of 31 C.F.R. § 31.216 and, to the best of its knowledge after making reasonable inquiry, the retained entity has no information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216; and
  - Each officer, employee, and representative of the Contractor who participated personally and substantially in preparing a bid, offer, proposal, or request for modification of this BPA after the date hereof has certified that he or she:
    - a. Is familiar with and will comply with the requirements of paragraph (a) of 31 C.F.R. § 31.216; and
    - b. Has no information of any violations or possible violations of paragraph (a) of 31 C.F.R. § 31.216, and will report immediately to the Contractor any subsequently gained information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216.
- (8) Before the Contractor accepts a task order, the Contractor shall use Attachment A to certify that all organizational and personal conflicts of interest remain adequately mitigated.
- (9) The Contractor shall include this clause in all subcontracts, consultant agreements, and lower tier subcontractors unless a waiver is requested from, and granted by, the CO.
- (10) If the Treasury issues additional regulations or guidelines on conflicts of interest under the TARP, the Contractor and the Treasury will negotiate in good faith to include appropriate provisions in Contractor's Amended COI Mitigation Plan to address those additional regulations or guidelines.

**ATTACHMENT A****TARP CONFLICTS OF INTEREST REGULATIONS****TASK ORDER CERTIFICATION FORMAT**

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] (“Contractor”). I have compared the Contractor’s existing conflicts of interest mitigation plan (“Plan”) submitted and approved by Treasury on (month/date/year) with the scope of work under the new Task Order [insert task order number] for work performed under Contract Number [insert contract number]. Based upon my review of the Plan, I certify that [check the one that applies]:

\_\_\_\_\_ No revisions/amendments are required to the Plan or;

\_\_\_\_\_ The Contractor has submitted a revised mitigation plan to Treasury that captures all or any necessary revisions or amendments to the Plan. Date submitted: \_\_\_\_\_

I also certify that the information provided in the Plan is complete and accurate in all respects as required under 31 C.F.R. Part 31.211(d).

Key individuals who are “personally and substantially” involved in performing work including subcontractors and consultants under this Task Order have provided written information to the Contractor regarding their personal, business and financial relationships as required under 31 C.F.R. Part 31.212(b).

Based upon the Contractor’s reasonable knowledge and review of the information, I certify that key individuals [check the one that applies]:

\_\_\_\_\_ Do not have personal conflicts of interest, or

\_\_\_\_\_ Any and all personal conflicts of interest have been, voided, neutralized, or mitigated under the Contractor’s Plan and any revisions/amendments to that Plan or has been waived by the Treasury. Attach description if applicable.

I confirm that key individuals have provided certifications to the Contractor that comply with the requirements in 31 C.F.R. Section 31.217(b), including any new key individuals who will perform work under this Task Order.

Based on my reasonable knowledge and review of the certifications obtained from the above key individuals as required under 31 C.F.R. Part 31.216(b), I certify that the Contractor and the above key individuals are aware of, and will comply with, the prohibitions set forth in 31 C.F.R. Section 31.216.

I confirm that the Contractor will make the information supporting this Task Order Certification available to Treasury upon request, and retain this information for three years following the termination or expiration of this Task Order.

[Name of Contractor]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Revised: 11.9.2011

**ATTACHMENT B****TARP CONFLICTS OF INTEREST REGULATIONS****ANNUAL CERTIFICATION FORMAT****Open contracts: [provide list of open/current contracts here]**

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] (“Retained Entity”). The Retained Entity has performed an internal review to examine the effectiveness of the existing conflicts of interest mitigation plan agreed to by Treasury and the Retained Entity on [Month/Day/Year]. This annual certification is for the period from [Month/Day/Year] to [Month/Day/Year].

The Retained Entity has implemented processes to identify and mitigate (unless detailed as prescribed below) all organizational and personal conflicts of interest as required pursuant to 31 C.F.R. Part 31. In addition, the narrative in Appendix A describes the activities performed to reasonably ensure the effectiveness of our mitigation plan and associated processes to support this certification. Based on our review of the processes described in Appendix A, I certify that:

- During the period of the certification, the existing mitigation plan and associated processes [select one that applies]:

\_\_\_\_\_ Were effective, and did not require any revisions to identify, disclose and mitigate any actual or potential organizational conflicts of interest, unless specific organizational conflict(s) has been waived by Treasury as required under 31 C.F.R. § 31.211(a) (Please provide a listing of all waived organizational conflicts including the date of the waiver in Appendix B), or

\_\_\_\_\_ Were effective, and did not require any revisions to mitigate actual or potential organizational conflicts of interest that have been discovered before or during the certification period, except for any organizational conflicts of interest listed in Appendix C. The Mitigation Plan and associated processes to mitigate organizational conflicts of interest have been or will be revised (based on management’s assessment and with the Treasury’s approval) to mitigate the organizational conflicts listed in Appendix C. (Please provide in Appendix C a detailed description of discovered organizational conflicts, together with any Treasury-approved revision to the Mitigation Plan,).

- Key individuals (including members of the Financial Agent Group, where applicable) performing work for the Treasury, as listed in Appendix D, have provided information as required in 31 C.F.R. § 31.212(b), for the above period, regarding their personal, business and financial relationships, as well as those of their spouses, minor children and close family members and [select one that applies]:

\_\_\_\_\_ Do not have personal conflicts of interest, or

\_\_\_\_\_ Identified personal conflicts of interest have been mitigated by the existing plan or the existing mitigation plan has been or will be revised to mitigate identified personal conflicts based on management’s assessment (Please provide a detailed description of identified personal conflicts and attach the revised mitigation plan in Appendix E), or

\_\_\_\_\_ Identified specific personal conflict(s) which have been waived by Treasury (Please provide a listing of all waived personal conflicts including the date of the waiver in Appendix F).

- During the period of the certification, the Retained Entity certifies that:

1. The Retained Entity, along with each contractor or consultant and all aforementioned officers, employees and representatives, are aware of the prohibitions set forth in 31 C.F.R. § 31.216(a);
2. The Retained Entity, along with each contractor or consultant, to the best of their knowledge after making a reasonable inquiry, have no information concerning a violation or possible violation of 31 C.F.R. § 31.216(a);
3. No officer, employee and representative who participated personally and substantially in preparing and submitting a bid, offer, proposal, or request for modification of the arrangement has information concerning a violation or possible violation of 31 C.F.R. § 31.216(a); and
4. Each officer, employee, and representative who participates personally and substantially in preparing and submitting a bid, offer, proposal, or request for modification of the arrangement will comply with the requirements of 31 C.F.R. § 31.216(a) and will report immediately to the Retained Entity any information that is gained subsequent to the execution of his/her certification, which concerns a violation or possible violation of 31 C.F.R. § 31.216(a).

I confirm that the Retained Entity will make information supporting this Certification available to Treasury upon request, and retain this information for the longer of three years following the termination or expiration of the Contract.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Revised: 11/09/2011

**Appendix A**

Please describe below the activities performed to reasonably ensure the effectiveness of your mitigation plan and associated processes to support this certification.

**Appendix B**

Please provide the nature of any organizational conflicts waived by Treasury, and the date the Treasury waived the conflict(s), in the following table. If not applicable, please indicate with "N/A" in the table.

<b>Nature of Waived Organizational Conflict</b>	<b>Date of Waiver</b>

### Appendix C

Please provide a detailed description of any actual or potential organizational conflicts identified during management’s assessment along with failures of conflicts-related controls or their associated processes, in the following table. Attach the revised mitigation plan for the identified organizational conflict(s). If not applicable, please indicate with “N/A” in the table.

<b>Detailed Description of Identified Organizational Conflicts</b>

**Appendix D**

Please list the names, titles and responsibilities of all key individuals, including members of the Retained Entity if applicable, performing work for Treasury during this annual certification period:

**Appendix E**

Please provide a detailed description of any additional personal conflicts identified upon review of information obtained from key individuals, including members of the Retained Entity if applicable, performing work for Treasury in the following table. Attach the revised mitigation plan for the identified personal conflicts. If not applicable, please indicate with "N/A" in the table.

<b>Detailed Description of Identified Personal Conflicts</b>

**Appendix F**

Please provide below the nature of any personal conflict waived by the Treasury, and the date the Treasury waived the conflict, in the following table. If none, please indicate "N/A" in the table.

<b>Nature of Waived Personal Conflict</b>	<b>Date of Waiver</b>