

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 12PR-OFS-101	PAGE OF 1 14	
2. CONTRACT NO. TOFS-12-D-0003		3. AWARD/ EFFECTIVE DATE 06/18/2012	4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALETA DUST		b. TELEPHONE NUMBER <i>(No collect calls)</i>	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 <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561410 SIZE STANDARD: \$7.0		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13. RATING		
15. DELIVER TO OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220			CODE OFS	16. ADMINISTERED BY INTERNAL REVENUE SERVICE 6009 OXON HILL ROAD SUITE 500 OXON HILL MD 20745		
17a. CONTRACTOR/ OFFEROR		CODE 831798702	FACILITY CODE	18a. PAYMENT WILL BE MADE BY ARC/ASD/OFS		
QUALX CORPORATION 8300 BOONE BLVD SUITE 500 VIENNA VA 22180-0000			ARC/ASD/OFS ARC/ASD/OFS, AVERY 3G P.O. BOX 1328 OFS@BPD.TREAS.GOV PARKERSBURG WV 26106-1328			
TELEPHONE NO.			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM <input type="checkbox"/>			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Accounting Info: OFS0128SE12XX-2012-610001-OFS1231150-2511-00000000 -XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX					
	Base Year (06/18/2012 - 06/17/2013) Obligated Amount: \$50,000.00					50,000.00
0002	Option Year 1 (06/18/2013 - 06/17/2014) (Option Line Item) Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA See schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$50,000.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
[REDACTED]			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
			30c. DATE SIGNED June 15, 2012	31b. NAME OF CONTRACTING OFFICER (Type or print) TONYA P. KEMP		31c. DATE SIGNED 6/15/12

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0003	Option Year 2 (06/18/2014 - 06/17/2015) (Option Line Item)				
0004	Option Year 3 (06/18/2015 - 06/17/2016) (Option Line Item)				

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
	42b. RECEIVED AT (<i>Location</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

C.2 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Mar 2012)

- (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 (June 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 (Feb 2012) (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's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
 - (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2012) (41 U.S.C. 2313).
 - (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
 - (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
 - (10) 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).
 - (11)[Reserved]
 - (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
 - (ii) Alternate I (Nov 2011).

- (iii) Alternate II (Nov 2011).
- (13)(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.
- (14)52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- (15)(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 (Jul 2010) of 52.219-9.
- (16)52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- (17)52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (18)52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(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.
- (20)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).
- (21)52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22)52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (23)52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- (24)52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).
- (25)52.219-30 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).
- (26)52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27)52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28)52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29)52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30)52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (31)52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (32)52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33)52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34)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.)

- (35)(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.)
- (36)52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (37)(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.
- (38)52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (39)52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Mar 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).
 - (ii) Alternate I (Mar 2012) of 52.225-3.
 - (iii) Alternate II (Mar 2012) of 52.225-3.
 - (iv) Alternate III (Mar 2012) of 52.225-3.
- (41)52.225-5, Trade Agreements (MAR 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (42)52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43)52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (44)52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (45)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)).
- (46)52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (47)52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (48)52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (49)52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- (50)52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (51)(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 (Sept 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)

C.3 FAR 52.216-18 Ordering (Oct 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the start of the ordering period through the end of the ordering period (based on dates provided in the contract).
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

C.4 FAR 52.216-19 Order Limitations (Oct 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$50,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor—
 - (1) Any order for a single item in excess of \$600,000;
 - (2) Any order for a combination of items in excess of \$600,000; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

C.5 FAR 52.216-22 Indefinite Quantity (Oct 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract six months after the contract ordering period ends.

(End of clause)

C.6 FAR 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.

(End of clause)

C.7 FAR 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 on or before the completion of the contract; 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 4 years.

(End of clause)

C.8 DTAR 1052.201-70 Contracting Officer's Representative (COR) Appointment and Authority (Aug 2011)

- (a) The COR is Sonya Johnson, sonya.johnson@treasury.gov, 202 927 3905.
- (b) Performance of work under this contract is subject to the technical direction of the COR 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 COR does not have the 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 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 COR 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 COR. If, in the opinion of the contractor, any direction of the COR 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)

C.9 DTAR 1052.210-70 Contractor Publicity (Aug 2011)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

(End of Clause)

C.10 Public-Release Contract Version Requirement

The contractor agrees to submit, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract or task 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 United States Department of the Treasury

(Treasury). 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 contract 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 may be properly withheld.

C.11 Key Personnel

The personnel specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.

For planned Key Personnel replacements, the Contractor shall provide the Government with a minimum of 30 calendar days advance notice. Substitutions or additions to approved key personnel shall not be effective unless specifically approved in writing by the Contracting Officer or a Contracting Officer's Representative. Any substitutions and/or additions shall be subject to the terms and conditions of this clause.

All notification requests for substitutions and additions must provide a justification and detailed explanation of the circumstances necessitating the proposed substitution or addition, a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer needed to approve or disapprove the request. Resumes submitted shall identify the education and experience of the Key Personnel candidate(s) relative to the contract position proposed. At a minimum, resumes shall include the name of the candidate, contract position and labor category level proposed, experience, education, and citizenship status. All proposed substitutes and additions must have qualifications equal to or better than the person to be replaced.

The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof.

Key Personnel under this contract are those working at the government site. Key personnel will be specified in individual task orders.

C.12 Personnel Security

The Contractor shall ensure that all applicable personnel working on this contract, including subcontractors, meet the following security requirements for contractors to protect against unauthorized disclosure of Sensitive But Unclassified (SBU) data. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a.

- 1) All applicable personnel shall be United States citizens or have lawful permanent resident status.
- 2) All applicable personnel shall be subject to a National Agency Check, Law and Credit (NACLC) investigation in accordance with the Department of the Treasury Security Manual (TD P 15-7 1). Applicable personnel shall not begin working on this contract until all security forms have been properly completed and submitted to the Contracting Officer's Representative for processing, as follows:
 - a) Completed fingerprint cards
 - b) Non-disclosure Agreement
 - c) Fair Credit Reporting Act Release
 - d) SF 85-P, "Questionnaire for Public Trust Positions"

3) Applicable personnel shall wear Treasury issued identification badges when working in Government facilities.

4) Applicable personnel who undergo NACLC investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The Government reserves the right to determine if a Contractor employee assigned to a task shall continue with the task. The Contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the NACLC investigation requirement.

C.13 Data Security

The security classification for work performed under this agreement is Sensitive But Unclassified (SBU). The documents that will be reviewed and produced are sensitive in nature and shall be protected from unauthorized disclosure. Work on this project requires that Contractor personnel have access to Privacy Act Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

The Contractor and all employees, agents, subcontractors and subcontractor personnel who will have access to OFS documents or data during the performance of their duties under the contract shall execute a Non-Disclosure Agreement and return it to the Contracting Officer's Representative before being given access to such information or documents.

C.14 Conflicts of Interest

C.14.1 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 IDIQ. 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.

C.14.2 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 IDIQ;
- 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.

- C.14.3 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 IDIQ 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.
- C.14.4 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.
- C.14.5 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 IDIQ and after the end of this IDIQ; (2) have all professional staff assigned to work under this IDIQ receive conflicts training in consultation with the OFS Compliance office at the on-boarding and off-boarding process; and
- C.14.6 No later than 10 business days after the effective date of this IDIQ, or any new task order under this IDIQ or any revision to this IDIQ'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 IDIQ 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.
- C.14.7 Before the Contractor accepts a contract, task order, or a modification to this IDIQ, 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 IDIQ 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.
- C.14.8 Before the Contractor accepts a task order, the Contractor shall use Attachment B: Task Order Certification to certify that all organizational and personal conflicts of interest remain adequately mitigated.
- C.14.9 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.

C.14.10 If the Treasury issues additional regulations or guidelines on conflicts of interest under the TARP – including the Final Rule on TARP Conflicts of Interest contemplated by the Interim COI Rule – 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.

D. CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT A: Contract Performance Work Statement

ATTACHMENT B: Task Order Certification

Performance Work Statement OFS FOIA Support Services

C.1 Background

In furtherance of the OFS mission to provide stability and prevent disruption to the U.S. financial markets, and to implement the Emergency Economic Stabilization Act of 2008 (EESA), the Troubled Assets Relief Program (TARP) was established to purchase a variety of troubled assets. The troubled assets may derive from a wide range of industries including (but not limited to) banking, mortgage, automotive, insurance, etc. In support of the OFS mission, the Office of Management and Operations (OMO) provide FOIA management services to OFS through a portfolio of capabilities which are outlined in the tasks below.

C.2 Objective

The objective is to provide continuous FOIA support to the Office of Financial Stability (OFS) and various Treasury Offices and/or Bureaus. This objective is driven by the Chief of Management and Operations (CMO) whose goal is to promote Treasury program transparency by making all records that can be totally or partially publicly released readily accessible via an on-line electronic reading room or similar methods.

C.3 Description of Tasks

The Contractor shall support OFS in response to FOIA requests, to include the following functions:

- Make recommendations regarding the disclosure or nondisclosure of highly sensitive documents responsive to complex FOIA requests by researching and analyzing the content of the records and coordinating with the FOIA Manager and FOIA Attorney as appropriate;
- Remove duplicative documents, mark and apply FOIA redactions using appropriate technology;
- Consult and coordinate with other components of the Department of the Treasury (using SharePoint) as well as with executive branch agencies on complex requests where multiple agencies are involved;
- Draft letters to requesters, business submitters, and memos to other federal agencies;
- Maintain an administrative paper case file and electronic files within SharePoint for all requests assigned;
- Maintain detailed administrative case notes for all assigned cases;
- In cases involving litigation, coordinate with the FOIA Manager and the OFS General Counsel's Office to ensure all deadlines are met;

- Update and maintain information regarding assigned cases in the FOIA tracking system on a daily basis;
- Conduct a quality review of all assigned cases to ensure accuracy and completeness of job before submitting cases for review by the FOIA Manager;
- When necessary review new FOIA requests to determine, with aid from the FOIA Manager or Information Disclosure Specialists, which program areas to search. Research, as needed;
- Send search requests to FOIA Points of Contacts (POC's) in the program areas;
- Maintain communication with POC's to ensure efficient delivery of responsive documents to the FOIA team;
- When necessary convert electronic and paper files to Adobe PDF files to allow for review and redaction;
- Provide a weekly progress report to designated FOIA staff concerning assigned case status; and
- Other duties, as assigned, relating to the efficient processing of the FOIA requests received in Treasury.

C.4 Deliverables Table

A report shall be submitted to the COR in electronic format to include the following data:

No.	Deliverable	Due Date
4.1	FOIA Case No. and active status of case assigned	Due weekly
4.2	FOIA Case No. and specific tasks completed during the week for that case	Due weekly
4.3	FOIA Case No. and date closed for each case	Due weekly
4.4	FOIA Case No. and any open issues or action items for each applicable case	Due weekly
4.5	FOIA Monthly Contract Status Report	Due monthly

C.5 Period Performance

The ordering period of performance will be for one base year and three option years. Task order period of performance shall be specified in each order.

C.6 Place of Performance

The Contractor will be expected to work on-site at staffing levels required to engage in person with customers or for reasons of effectiveness. OFS is located at 1801 L St NW, Washington DC. Travel is not authorized under this contract.

C.7 Government Furnished Property and Information

Materials, equipment, software, support, and data will be provided by the government for on-site personnel only in conjunction with required performance under this procurement as determined by mutual agreement between the OFS and the Contractor.

C.8 Quality Assurance Surveillance Plan

The Contractor will be monitored for quality and timeliness during the performance of all task orders. The following table specifies the standard for satisfactory performance:

Task	Standard
Cases are completed within given timelines	90%
Correct administration process followed (right procedures used)	98%
Documents (including reports) completed with no or few corrections required	95%

C.9 Task Order Specific Information

Additional details regarding assigned tasks will be provided in task orders. Additional details will include estimated case load over a specified period of performance and report due dates.

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