

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 25PR-TDP-0097		PAGE OF 1 45		
2. CONTRACT NO. 2032H325A00002		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER 2032H325F00019		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ACACIA HARRIS			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY CODE 1-IRS NON-IT IRS NON-IT Internal Revenue Service Office of Procurement OS:OCPO:BSA:HQ:TOB, Stop C7-430 5000 Ellin Road Lanham MD 20706			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541110 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: \$15.5					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO CODE TDP TDP US DEPARTMENT OF THE TREASURY OFFICE OF BUDGET AND TRAVEL, ATTN:1 1500 PENNSYLVANIA AVE., NW WASHINGTON DC 20220			16. ADMINISTERED BY CODE 1-IRS NON-IT (OT) IRS NON-IT Internal Revenue Service Office of Procurement OS:OCPO:BSA:HQ:TOB, Stop C7-430 5000 Ellin Road Lanham MD 20706					
17a. CONTRACTOR/ OFFEROR CODE CQATSBKZKCR1		FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE ARC/ASD/APB ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@FISCAL.TREASURY.GOV PARKERSBURG WV 26106-1328					
17a. CONTRACTOR/ OFFEROR CODE CQATSBKZKCR1			18a. PAYMENT WILL BE MADE BY CODE ARC/ASD/APB ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@FISCAL.TREASURY.GOV PARKERSBURG WV 26106-1328					
ARNOLD & PORTER KAYE SCHOLER LLP 601 MASSACHUSETTS AVE NW ATTN: KEVIN HUDSON WASHINGTON DC 20001-3743			ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@FISCAL.TREASURY.GOV PARKERSBURG WV 26106-1328					
TELEPHONE NO.			<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Period of Performance: 11/21/2024 to 11/20/2026 Labor - Base Period Period of Performance: 11/21/2024 to 11/20/2025 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							2,265,340.00
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i> \$2,275,340.00		
<input type="checkbox"/> 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.						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input checked="" type="checkbox"/> 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.					<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i> Michael Messersmith, Partner			30c. DATE SIGNED 11/20/2024		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> KATHLEEN A. GUYTHER		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	Materials - Base Period Period of Performance: 11/21/2024 to 11/20/2025				10,000.00
1001	Labor - Option Period I Amount: \$2,408,650.00 (Option Line Item) 30 Period of Performance: 11/21/2025 to 11/20/2026				0.00
1002	Materials - Option Period I Amount: \$10,000.00 (Option Line Item) 30 Period of Performance: 11/21/2025 to 11/20/2026 The total amount of award: \$4,693,990.00. The obligation for this award is shown in box 26.				0.00

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>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (YY/MM/DD)

TERMS AND CONDITIONS

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

The contractor shall provide legal support services for the Department of the Treasury, Office of General Counsel (OGC) as well as other Departmental Offices within OGC.

This Task Order is Time and Materials (T&M) and is subject to the following terms and conditions, in conjunction with the terms and conditions of the BPA.

In the event of an inconsistency between the BPA and any Task Order issued pursuant to the BPA, the BPA will take precedence. The establishment of the BPA creates no guarantee or obligation on the part of the Government to place any Task Orders. The Government is obligated only to the extent of authorized Task Orders under the BPA.

Dollar Limitations: No individual Task Order under the BPA shall exceed \$7.5M.

The NAICS Code is 541110 - Offices of Lawyers, and the Small Business Size Standard is \$12M.

This is a nonpersonal services contract as defined in FAR 37.101 to provide Legal Services. It is understood and agreed that the Contractor and/or the Contractor’s employees shall perform the services specified herein as independent contractors, not as employees of the Government. The Government will not exercise any supervision or control over the Contractor employees performing the services described herein. Such Contractor employees shall be accountable solely to the Contractor who, in turn is responsible to the Government. The Contractor shall, pursuant to the Government’s right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer (CO) or duly authorized representative of the CO as necessary to ensure accomplishment of the objectives.

1. Pricing Schedule

The Government will not be obligated to pay the Contractor any amount in excess of the rates in the below Schedule. The following rates are fixed and will be utilized during the life of this contract, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice revised rates that shall constitute the new rates for performance under this contract.

TASK ORDER PRICING			
BASE PERIOD			
CLIN 0001 – Labor			
Labor Categories*	Hourly Rate Ceiling	Estimated Labor Hours*	Total
Partner / Senior Counsel	\$1,530	774	\$1,122,300.00
Counsel	\$1,206	491	\$540,100.00
Associate	\$914	648	\$583,200.00
Legal Assistant/Paralegal	\$445	47	\$19,740.00
TOTAL ceiling for labor		1960	\$2,265,340.00

CLIN 0002 – Materials			
Misc. materials and third-party costs (e.g. database access costs, shipping)			\$10,000
TOTAL ceiling for materials			\$10,000
TOTAL ceiling Base Period			\$2,275,340.00
OPTION PERIOD I			
CLIN 1001 – Labor			
Labor Categories*	Hourly Rate Ceiling	Estimated Labor Hours*	Total
Partner / Senior Counsel	\$1,530	823	\$1,193,350.00
Counsel	\$1,206	522	\$574,200.00
Associate	\$914	689	\$620,100.00
Legal Assistant/Paralegal	\$445	50	\$21,000.00
TOTAL ceiling for labor			\$2,408,650.00
CLIN 1002 - Materials			
Misc. materials and third-party costs (e.g. database access costs, shipping)			\$10,000
TOTAL ceiling for materials			\$10,000
TOTAL ceiling for Option Period I			\$2,418,650.00
TOTAL ORDER CEILING			\$4,693,990.00

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SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Refer to Attachment 1 – Task Order Performance Work Statement (PWS)

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SECTION D – PACKAGING AND MARKING

1. Electronic Deliverables

Electronic deliverables shall be submitted in one of the following formats, as appropriate: MS Word, Excel, and/or Adobe. Other formats may be accepted by the Contracting Officer's Representative as needed.

All deliverables become the property of the Department of the Treasury. Documents shall not contain markings or legends which restrict the Department's use in any way.

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SECTION E – INSPECTION AND ACCEPTANCE

1. 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 of a clause may be accessed electronically at this/these address(es):

FAR: www.acquisition.gov
DTAR: www.acquisition.gov/dtar

(End of clause)

The following clause is incorporated by reference:

NUMBER	TITLE	DATE
52.246-6	Inspection-Time-and-Material and Labor-Hour Alternate I	May 2001 Apr 1984

2. Inspection and Acceptance

Inspection and acceptance of all work performed under this contract shall be by the Contracting Officer, Contracting Officer's Representative, or another representative authorized by the Contracting Officer.

All deliverables and reports will be reviewed by Treasury to ensure contractor accuracy, completeness, professional quality, and overall compliance with contract requirements. Deliverables will be in the form of written reports, program-related documents, options papers, face-to-face presentations, oral recommendations, and implementation of approved recommendations, as directed by Treasury.

3. Post Award Evaluation of Contractor Performance (JUN 2020)

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The Assessing Official (e.g., Contracting Officer) will prepare a final performance evaluation at the time the work on the contract is completed. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

The past performance evaluation process is a paperless process using the Contractor Performance Assessment Reporting System (CPARS). CPARS is a web-based system that allows for electronic processing of the performance evaluation report. The completed evaluation was previously available in the Past Performance Information Retrieval System (PPIRS), but since the General Services Administration officially retired PPIRS and merged it with CPARS, it created "a single system" that "provides one location and one account to perform functions such as creating and editing performance and integrity records, changes to administering users, running reports, generating performance records, and viewing/managing performance records.

Once the Contractor is registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information

for CPARS is available at <https://www.cpars.gov/>. The CPARS User Manual, registration for Online Training for Contractors, and a practice application may be found at this site as well.

Interim and final evaluations will be provided to the Contractor for their review and comment as soon as practicable after completion of the evaluation. Evaluations of contractor past performance will be posted to the relevant past performance database no more than 14 days after the information is provided to the contractor. On day 15, whether the contractor has responded or not, the evaluation automatically posts to CPARS. If the Contractor elects not to provide comments, they should acknowledge receipt of the evaluation by indicating "No comment" and then sign and date the form. If the Contractor does not sign and submit the form within 14 days, it will automatically be returned to the Government.

Contractors who disagree with a government evaluation can request to meet with the Contracting Officer to discuss their scores and provide feedback or justification for their performance. No requirement exists for the government to meet with the contractor; however, if a contractor requests a meeting, the government may accept the request.

Any such meeting does not alter the requirement that an evaluation be posted to CPARS within 14 days.

Several avenues still exist for the contractor to influence the review. First, the contractor may submit a comment after the 14-day period expires and the review has been posted to CPARS. The contractor's late comments must be posted to CPARS; however, the government's original report will still be available to all source selection officials.

Although authorized, an agency is not required to modify its evaluation based upon a contractor's comments. Second, the contractor may appeal its review one level above the Contracting Officer to the Reviewing Official. Again, the appeal does not stop the 14-day reporting period and the original evaluation will be posted on CPARS.

The following guidelines apply concerning the Contractor's use of the past performance evaluation:

- Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason the Contractor is unable to view and/or submit the form through CPARS, contact the Contracting Officer for further instructions.
- Strictly control access to the evaluation within the Contractor's organization. Ensure the evaluation is never released to persons or entities outside of the Contractor's control.
- Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- A copy of the completed past performance evaluation will be available in CPARS for the Contractor's review and for Government use supporting source selection actions after it has been finalized.

SECTION F – DELIVERIES OR PERFORMANCE

Refer to Attachment 1 – Task Order PWS

Period of Performance

- a. Contract period

Base Period: November 21, 2024 – November 20, 2025

Option Period 1: November 21, 2025 – November 20, 2026

Period of Performance for orders will be determined at each order level.

- b. Hours of Operation

Business days are Monday to Friday and do not include the Federal holidays listed at <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>.

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SECTION G – CONTRACT ADMINISTRATION DATA

1. Contracting Officer (CO)

- (a) The CO is **Kathleen A. Guyther, kathleen.a.guyther@irs.gov**
- (b) In accordance with FAR 1.602, the CO has the authority to enter into, administer, or terminate contracts.
- (c) The CO is responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships.
- (d) Only a warranted Contracting Officer is authorized to change the specifications, price, terms, or conditions of this contract. No payments will be made for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a warranted Contracting Officer.
- (e) Requests for changes to the contract must be emailed to the CO.

2. DTAR 1052.201-70 Contracting Officer's Representative (COR) Appointment and Authority (Apr 2015)

- (a) The COR is **Thao Tran, Thao.Tran3@treasury.gov**
Alt COR Denise Pope, Denise.Pope2@treasury.gov
- (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 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 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.

(End of clause)

3. Key Personnel (May 2018)

- (a) The key personnel cited below are considered essential to the work being performed under this contract. If these individuals leave the Contractor's employ or are reassigned to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in enough detail to permit evaluation of the impact on the program. No diversion or replacement shall be made by the Contractor without the written consent of the Contracting Officer.

Key Personnel Name	Title
Michael D. Messersmith	Partner
Rosa J. Evergreen	Partner
Benjamin Mintz	Partner
Justin Imperato	Senior Associate
Alan Glantz	Partner
Christopher P. Peterson	Partner
Sheryl Gittlitz	Senior Counsel
Rory A. Greiss	Senior Counsel
Carlos A. Pelaez	Counsel
Ethan J. Zausner	Senior Associate
Brady Randall	Associate
Joshua F. Alloy	Counsel
Kathleen Wechter	Counsel
Marjorie Carter	Associate

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Refer to Attachment 1 – Task Order PWS

1. INFORMATION TECHNOLOGY

Treasury agrees that both Treasury and Arnold & Porter may use electronic devices and Internet services to communicate with each other and forward documents notwithstanding some risk that such communications may be intercepted by and disclosed to unauthorized parties. Arnold & Porter agrees that the benefits of using such technology outweigh the risks of unauthorized disclosure. In addition, Arnold & Porter may use reputable third-party service (including 'cloud' service providers such as Microsoft Teams or Google Cloud), with the exception of TikTok, to help Arnold & Porter deliver efficient legal services, including where Treasury's confidential information may be stored on and accessed from cloud-based computer services located in a facility controlled by such providers. This may include document/information hosting, sharing, transfer, analysis, processing or storage.

2. ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS FOR THE INVOICE PROCESSING PLATFORM (IPP) (JUL 2019)

(a) Definitions:

"Short payment" as used in this clause means the partial payment of an invoice for goods/services rendered at the time of payment when the invoice includes additional goods/services that have not yet been provided/rendered.

"Short payment" example: The contract requires the delivery of a set number of items, with the price, delivery location, and delivery due date also specified. The vendor delivers 50% of the items as specified but invoices for 100% of the items. Before implementation of the IPP, the IRS would have paid the vendor for the items delivered and instructed the vendor to re-invoice the IRS when the balances of the items were delivered. In other words, the IRS would "short pay" the invoice since the IRS did not remit payment for the full invoice amount. With implementation of the IPP, the IRS can no longer do this because the IRS cannot accept an electronic invoice that includes items not yet received. The IRS will reject the invoice. The vendor needs to submit an invoice for only the items received by the IRS (in this case, 50%), and, if these items meet all other contract terms and conditions, the IRS will pay the invoiced amount. The vendor submits subsequent invoice(s) for items as they are delivered and accepted.

(b) The Invoice Processing Platform (IPP) is a secure Web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. Effective October 1, 2012, invoicing for payment through the IPP will be mandatory for all new contract awards. Additional information regarding the IPP may be found at the IPP website address <https://www.ipp.gov>. Contractors must complete the contractor point of contact information below and submit it with their proposal submissions. Contractors may contact the IPP Helpdesk for assistance via e-mail [at ippgroup@stls.frb.org](mailto:ippgroup@stls.frb.org) or via phone at (866) 973-3131. Once a contract award has been made, the contractor will be contacted by the IPP via e-mail to set-up an account. It will be necessary for contractors to login to their IPP accounts every 90 days to keep their IPP accounts active.

(c) Contractor Point of Contact Information

Contractor Name: Arnold & Porter

Contractor IPP Point of Contact Name: Rosa Evergreen Contractor

Phone Number: +1 202.942.5572

Contractor E-mail Address: rosa.evergreen@arnoldporter.com

(d) Electronic Invoicing and Payment Requirements

Vendor invoices submitted electronically through the IPP should be in the proper format and contain the information required for payment processing. To be approved for payment, a "proper invoice" must list the items specified in FAR 52.232-25 (a)(3)(i) through (a)(3)(x), or in the case of a Commercial Item Contract, the items included in 52.212-4(g)(1)(i) through (g)(1)(x).

If the vendor is offering a discount via the IPP, the discount must be reflected on the invoice. The vendor will select 'Create Invoice'. The IPP system will default to 'Net 30 Prompt Pay' under the Payment Terms dropdown box. The vendor will select from 54 different discount options for the invoice that is being created. If the vendor chooses to offer a discount on the invoice screen, the information will interface to the payment system for processing. Discounts that are offered on attachments rather than the invoice itself cannot be accepted.

Under this contract, the following documents are required to be submitted as an attachment to the invoice (Contracting Officer fills in additional documentation that must be furnished by the contractor (e.g., timesheet)). **Please do not submit into IPP any documentation/attachments that conflict with what is stated on the invoice:**

Payment and Invoice Questions

For payment and invoice questions, contact the Ancillary Systems at (304) 254-3372 or via e-mail at cfo.fm.ipp.customer.support@irs.gov.

(e) Waiver

If the Contractor is unable to use the IPP for submitting payment requests starting on October 1, 2012, then a waiver form must be completed and submitted with the contractor's proposal submission for review and approval by the Contracting Officer based on one of the conditions listed in the waiver. The vendor will be notified prior to award as to whether their request for waiver has been approved or denied. If the waiver is granted, then a copy of the waiver must be submitted with each paper invoice that the vendor submits to the payment office or the invoice will be returned.

(f) Short Payment

Short payment on vendor submitted invoices will no longer be processed or paid. If any portion of the invoice does not meet the requirements for a proper invoice, the entire invoice shall be rejected and returned to the vendor unpaid.

IRS Invoice Processing Platform (IPP) Waiver Form

The IRS invoicing and payment requirements clause (IR1052.232-9000) requires that all invoices under awards made (or effective) on or after October 1, 2012, be submitted

electronically via the IPP unless a waiver is requested and granted. If the Contractor is unable to submit its invoice through the IPP, the Contractor shall complete this waiver form indicating the reason for the waiver request by selecting the appropriate box below and providing a narrative summarizing in detail the circumstances requiring a waiver.

For a solicitation, submit the waiver form with the proposal submission. For a modification that incorporates the IPP clause into an existing contract, submit the waiver form with the modification. The CO will notify the vendor via e-mail or another appropriate means of communication prior to award as to whether their waiver has been approved or denied. If the waiver is granted, then a copy of the approved waiver must be submitted with each invoice that the vendor submits to the payment office or the invoice will be returned.

Reason for requesting a waiver of the requirement to submit an electronic invoice via the IPP:

- 1. Submission of invoices through IPP would impose a hardship on an individual (includes employees and sole proprietors) due to either a physical or mental disability; a geographic, language, or literacy barrier; or an undue financial burden. The requirement to submit invoices through the IPP is automatically waived for all individuals who do not have payment capability using ACH with a U.S. financial institution.
- 2. The political, financial or communications infrastructure where the place of business is located does not support access to the IPP for submitting invoices electronically.
- 3. The contractor is located within an area designated by the President of the United States or an authorized agency administration as a disaster area. (Please identify area/location.)
- 4. The submission of invoices electronically may pose a threat to national security, the life or physical safety of an individual may be endangered, or a law enforcement action may be compromised.
- 5. The agency does not expect to receive more than one invoice from the same contractor within a one-year period. i.e., the invoice submission is non- recurring.
- 6. The contractor customarily submits a high volume of invoices on a regular basis via file format, not currently supported by the IPP (i.e., uses a file format other than XML or CSV) and the high volume of invoices would cause a significant burden to the contractor if submitted through the IPP individually. If utilizing this exception, please identify the file formats supported by your invoicing system so that the IPP may consider implementing the requested file format at a later date. File format(s) used:
- 7. Other - Please explain:

Attach a separate sheet of paper with a summary narrative substantiating the circumstances for the waiver exception selected from above (1 through 7).

Waiver Submitted By:

Contractor Name

Name of Person Submitting Request for Waiver

Title Signature of Person Submitting Request for Waiver

E-mail Address

Phone No.

Contract/Order No.

Date Submitted

Waiver Approved By:

Contracting Officer's Name Printed

Contracting Officer's Signature

Date

3. ORGANIZATIONAL CONFLICTS OF INTEREST (MAY 2018)

(a) Purpose: The purpose of this requirement is (1) to ensure that the contractor is not biased because of conflicting roles in financial, contractual, organizational, or other interests which relate to the work to be performed under this contract, and (2) to ensure the contractor does not obtain any unfair competitive advantage over other parties as a result of its work under this contract.

(b) Scope: The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as the "contractor") in any activities related to this contract.

The term contractor includes the prime contractor, subcontractors, mentors, joint ventures, consultants, or any others acting in a similar capacity.

(c) Reporting: The contractor shall immediately report to the CO any conflicts or potential conflicts that arise during the performance of work under this contract, including those that may surface at the subcontract level. Once reported, the CO may terminate the contract for convenience if such an action is in the best interest of the Government. However, should there be any misrepresentation of facts in reporting an OCI or a potential OCI, at the prime or subcontract level, or a complete failure to report such, the CO may impose the remedies provided in subparagraph (f) below.

(d) Restrictions:

The responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest found at FAR subpart 9.5 shall be utilized during the performance of work under this contract.

I. Scope of Engagement

The contractor (the "Firm") will act as counsel to the U.S. Department of the Treasury ("Treasury") as described in this contract). The Firm's attorney-client relationship under this engagement is limited to representing Treasury in connection with legal support services as defined in the PWS (the "Contract Matter").

The Firm does not represent and does not have an attorney-client relationship with (i) any officer, employee, or agent of Treasury; (ii) any department, agency, or sub-division of the United States of America other than Treasury; (iii) the Internal Revenue Service, Alcohol and Tobacco Tax and Trade Bureau, Financial Crimes Enforcement Network, Office of Foreign Assets Control, or the Office of the Comptroller of the Currency; or (iv) the United States of America (collectively, the "Client Affiliates"). Treasury acknowledges that the Firm is not precluded from representing other existing clients or future clients in legal matters adverse to Client Affiliates.

II. Waiver. Arnold & Porter is a national and international law firm that represents a diverse array of individuals, companies and other entities. A summary of Arnold & Porter's current practice areas and the industries in which Arnold & Porter represents clients can be found on its website at www.arnoldporter.com.

Some of Arnold & Porter's current or future clients may be regulated by, or have matters in conflict with, Treasury, including Treasury's agencies and divisions. For example, Arnold & Porter represents the Federal Housing Finance Agency with respect to the conservatorships of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; and Arnold & Porter also represents many other global, regional, mid-sized and community financial institutions, including banks, broker-dealers, and specialty finance and Fintech firms in a range of regulatory, litigation and transactional matters. Certain of such matters may involve a variety of adversities, direct or indirect, to Treasury's (or its agencies' or divisions') policy, legal, regulatory, financial, or other interests. So that Arnold & Porter is not unnecessarily conflicted from representing its other clients, Treasury hereby agrees that Arnold & Porter will not be disqualified by reason of its representation of Treasury hereunder from representing any client with interests adverse to Treasury (or any of Treasury's agencies or divisions) in litigation, transactions or other matters (including, without limitation, mergers and acquisitions matters, commercial negotiations, restructurings and reorganizations, bankruptcy proceedings, investigations, regulatory matters, and arbitrations, mediations and other dispute resolution proceedings) that are not substantially related to the Matter.

In addition, if there are parties adverse to Treasury in the Matter, it is possible that those adverse parties will have need for counsel in matters that do not have a substantial relationship to the Matter. Although Arnold & Porter would, as a result, be receiving some fee income from Treasury's adversary, Treasury consents to Arnold & Porter's representing such parties in matters that are not substantially related to the Matter. Arnold & Porter, for its part, commits to continued zealous representation of Treasury's interests in the Matter, notwithstanding any fee income Arnold & Porter may receive from any such adversary. Treasury also acknowledges that with respect to information that Arnold & Porter acquires during the representation of other clients, neither Treasury nor any other person or entity will have any right or expectation of access to or use of such information. And, of course, Arnold & Porter will similarly hold Treasury's information and secrets in confidence. In addition, the occasion might arise for Arnold & Porter to consult regarding its engagement for Treasury with Arnold & Porter's own counsel — its General Counsel or other internal firm lawyers — or with Arnold & Porter's own outside counsel at Arnold & Porter's expense. To the extent that Arnold & Porter is addressing its own rights or responsibilities, a conflict of interest might be deemed to exist between Arnold & Porter and Treasury as to such consultation. Accordingly, Treasury consents to such consultation occurring, and waives any claim of conflict of interest based on such consultation. Treasury also acknowledges that such

communications are protected by Arnold & Porter's own attorney-client privilege from disclosure to Treasury.

Notwithstanding anything to the contrary herein, Treasury's waivers of conflicts of interest are subject to the conditions that (a) no lawyer of Arnold & Porter shall represent any client in connection with Yellow's bankruptcy, and (b) no member of the Core Team shall make a communication to, or appear before, Treasury on behalf of any client of Arnold & Porter in connection with such client's participation in any program under section 4003 of the CARES Act. To the fullest extent required by applicable Rules of Professional Conduct, Arnold & Porter will not, without Treasury's informed consent in writing, disclose to any third party (including any other client), or use for the benefit of any third party (including any other client), any confidential information gained in the course of this engagement.

III. Consultation with Firm Counsel

Treasury consents to the Firm consulting with counsel (either the Firm's in-house Office of General Counsel or, if the Firm so chooses, outside counsel) with respect to the Firm's own ethical and professional obligations with respect to the Firm's representation of Treasury, and Treasury waives any claim of conflict of interest based on such consultation or the resulting communications. Treasury acknowledges that communications with Firm counsel are confidential and protected from disclosure under the Firm's attorney-client privilege.

(e) Subcontracts: The contractor shall include a clause, substantially similar to this clause, including this subparagraph, in all subcontracts (including purchase/delivery orders), teaming arrangements, and/or other agreements calling for the performance of work related to this contract unless exempted in writing by the CO.

(f) Remedies: For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict at the time of or after award, the IRS may terminate the contract for default, disqualify the contractor from subsequent related efforts, and pursue such other administrative remedies as may be permitted by law or other terms and conditions of this contract.

SECTION I – CONTRACT CLAUSES

The following FAR clauses are incorporated by reference:

NUMBER	TITLE	DATE
52.202-1	Definitions	Jun 2020
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-7	Anti-Kickback Procedures	Jun 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-14	Display of Hotline Poster(s)	Nov 2021
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.210-1	Market Research	Nov 2021
52.227-1	Authorization and Consent	Jun 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Jun 2020
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts	Nov 2021
52.232-23	Assignment of Claims	May 2014
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.243-3	Changes-Time-and-Materials or Labor-Hours	Sept 2000
1052.210-70	Contractor Publicity	Apr 2015
1052.222-70	Minority and Women Inclusion	Jan 2016
1052.232-7003	Electronic Submission of Payment Requests	Apr 2015

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2023) (ALTERNATE I) (NOV 2021)

As prescribed in [12.301\(b\)\(3\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* (1) The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference. As used in this clause-

(i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) "Materials" means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: N/A; and

(E) Indirect costs specifically provided for in this clause.

(iv) "Subcontract" means any contract, as defined in FAR [subpart 2.1](#), entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, Task Orders, and changes and modifications to Task Orders.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice;
- and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking

information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall be liable to the Government to the fullest extent imposed by applicable law, for any damages or other losses to the Government arising out of any claims or proceedings for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, to the extent that such damages or other losses were proximately caused by the Contractor's breach of, or

negligent or other wrongful conduct in the performance, of this contract.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR [2.101](#), the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *Miscellaneous materials and/or third party costs.*

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *None*

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the

amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR [32.608-2](#) in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

(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 products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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 products and commercial services: [*Contracting Officer check as appropriate.*]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

___ (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.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (6) [Reserved]

X (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

___ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

___ (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

___ (ii) Alternate I (DEC 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

X (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (14) [Reserved]

___ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

___ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (17) [Reserved]

___ (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-6.

___ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-7.

___ (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).

___ (21)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (NOV 2016) of 52.219-9.

___ (iii) Alternate II (NOV 2016) of 52.219-9.

___ (iv) Alternate III (JUN 2020) of 52.219-9.

___ (v) Alternate IV (SEP 2023) of 52.219-9.

___ (22)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (MAR 2020) of 52.219-13.

___ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

___ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

___ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

___ (26)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (FEB 2024) (15 U.S.C. 632(a)(2)).

___ (ii) Alternate I (MAR 2020) of 52.219-28.

___ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

___ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

___ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

___ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

X (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

___ (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2024) (E.O. 13126).

X (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (34)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

___ (ii) Alternate I (FEB 1999) of 52.222-26.

___ (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

___ (ii) Alternate I (JULY 2014) of 52.222-35.

___ (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

___ (ii) Alternate I (JULY 2014) of 52.222-36.

___ (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(39)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(40) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(41)(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.)

(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq.*).

(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq.*).

(44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, *et seq.*).

(45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, *et seq.*).

(46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

(47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

(48)(i) 52.225-1, Buy American—Supplies (OCT 2022) (41 U.S.C. chapter 83).

(ii) Alternate I (OCT 2022) of 52.225-1.

(49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I [Reserved].

(iii) Alternate II (DEC 2022) of 52.225-3.

___ (iv) Alternate III (FEB 2024) of 52.225-3.

___ (v) Alternate IV (OCT 2022) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

___ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

___ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

___ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

___ (59) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

___ (60) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

___ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

___ (64)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

___ (iii) Alternate II (NOV 2021) 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 products and commercial services: [*Contracting Officer check as appropriate.*]

___ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(x) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

- (xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xiv) 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.
- (xv) 52.222-41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).
- (xvi) __ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xix) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xxi) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xxii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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 within the contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 five (5) years.

(End of clause)

DTAP 1052.224-70 CONTRACT PUBLICATION (OCT 2018)

(a) The Department of the Treasury (Treasury) may, at its sole discretion, publish this contract or portions thereof, including orders issued under the contract when deemed in the best interest of the Government.

(b) To afford the Contractor an opportunity to review and propose redactions for any information contained in the Treasury contract that may be subject to a FOIA exemption, the Contractor may submit, within ten business (10) days from the date of award of this contract or any order issued under the contract—

(1) A pdf file of the fully executed contract or order that is suitable for publication and which includes all Contractor proposed redactions (e.g, trade secrets or any commercial or financial information that the Contractor believes to be privileged or confidential business information) and.

(2) A written statement identifying the portions of each 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.

(c) Treasury will consider the Contractor's proposed redactions and associated grounds for nondisclosure prior to making a determination as to what information may be properly withheld for purposes of publishing this contract or portions thereof.

(d) The Contractor may submit a request to the CO for additional time to complete the action prescribed by paragraph (b) of this clause. The lack of action by the Contractor will be deemed by the Government as there being no information in the Treasury contract subject to a FOIA exemption.

(e) Information provided by the Contractor in response to this clause may itself be subject to disclosure under the FOIA.

(End of Clause)

DTAP 1052.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (DEVIATION 00002) (APR 2018)

(a) Definition. As used in this clause-

"Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of commercial item set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements (CSA) are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies-

(1) Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation;

(2) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) Except as stated in paragraph (c) of this clause, when any supply or service acquired under this contract is subject to any CSA, that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such language, provision, or clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the CSA. If the CSA is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such language, provision, or clause is deemed to be stricken from the CSA.

(c) Paragraph (b) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

**ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS FOR THE INVOICE
PROCESSING PLATFORM (IPP) (JUL 2019)**

(a) Definitions:

"Short payment" as used in this clause means the partial payment of an invoice for goods/services actually rendered at the time of payment when the invoice includes additional goods/services that have not yet been provided/rendered.

"Short payment" example: The contract requires the delivery of a set number of items, with the price, delivery location, and delivery due date also specified. The vendor delivers 50% of the items as specified but invoices for 100% of the items. Before implementation of the IPP, the IRS would have paid the vendor for the items delivered and instructed the vendor to re-invoice the IRS when the balances of the items were delivered. In other words, the IRS would "short pay" the invoice since the IRS did not remit payment for the full invoice amount. With implementation of the IPP, the IRS can no longer do this because the IRS cannot accept an electronic invoice that includes items not yet received. The IRS will reject the invoice. The vendor needs to submit an invoice for only the items received by the IRS (in this case, 50%), and, if these items meet all other contract terms and conditions, the IRS will pay the invoiced amount. The vendor submits subsequent invoice(s) for items as they are delivered and accepted.

(b) The Invoice Processing Platform (IPP) is a secure Web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. Effective October 1, 2012, invoicing for payment through the IPP will be mandatory for all new contract awards. Additional information regarding the IPP may be found at the IPP website address <https://www.ipp.gov>. Contractors must complete the contractor point of contact information below and submit it with their proposal submissions. Contractors may contact the IPP Helpdesk for assistance via e-mail at ippgroup@stls.frb.org or via phone at (866) 973-3131. Once a contract award has been made, the contractor will be contacted by the IPP via e-mail to set-up an account. It will be necessary for contractors to login to their IPP accounts every 90 days to keep their IPP accounts active.

(c) Contractor Point of Contact Information

Contractor Name: _____

Contractor IPP Point of Contact Name: _____

Contractor Phone Number: _____

Contractor E-mail Address: _____

(d) Electronic Invoicing and Payment Requirements

Vendor invoices submitted electronically through the IPP should be in the proper format and contain the information required for payment processing. To be approved for payment, a "proper invoice" must list the items specified in FAR 52.232-25 (a)(3)(i) through (a)(3)(x), or in the case of a Commercial Item Contract, the items included in 52.212-4(g)(1)(i) through (g)(1)(x).

If the vendor is offering a discount via the IPP, the discount must be reflected on the invoice. The vendor will select 'Create Invoice'. The IPP system will default to 'Net 30 Prompt Pay' under the Payment Terms dropdown box. The vendor will select from 54 different discount options for the invoice that is being created. If the vendor chooses to offer a discount on the invoice screen, the information will interface to the payment system for processing. Discounts that are offered on attachments rather than the invoice itself cannot be accepted.

Under this contract, the following documents are required to be submitted as an attachment to the invoice. Please do not submit into IPP any documentation/attachments that conflict with what is stated on the invoice:

-Monthly Status Report

Payment and Invoice Questions

For payment and invoice questions, contact the Ancillary Systems at (304) 254-3372 or via e-mail at cfo.fm.ipp.customer.support@irs.gov.

(e) Waiver

If the Contractor is unable to use the IPP for submitting payment requests starting on October 1, 2012, then a waiver form must be completed and submitted with the contractor's proposal submission for review and approval by the Contracting Officer based on one of the conditions listed in the waiver. The vendor will be notified prior to award as to whether their request for waiver has been approved or denied. If the waiver is granted, then a copy of the waiver must be submitted with each paper invoice that the vendor submits to the payment office or the invoice will be returned.

(f) Short Payment

Short payment on vendor submitted invoices will no longer be processed or paid. If any portion of the invoice does not meet the requirements for a proper invoice, the entire invoice shall be rejected and returned to the vendor unpaid.

IRS Invoice Processing Platform (IPP) Waiver Form

The IRS invoicing and payment requirements clause (IR1052.232-9000) requires that all invoices under awards made (or effective) on or after October 1, 2012, be submitted electronically via the IPP unless a waiver is requested and granted. If the Contractor is unable to submit its invoice through the IPP, the Contractor shall complete this waiver form indicating the reason for the waiver request by selecting the appropriate box below and providing a narrative summarizing in detail the circumstances requiring a waiver. For a solicitation, submit the waiver form with the proposal submission. For a modification that incorporates the IPP clause into an existing contract, submit the waiver form with the modification. The CO will notify the vendor via e-mail or another appropriate means of communication prior to award as to whether their waiver has been approved or denied. If the waiver is granted, then a copy of the approved waiver must be submitted with each invoice that the vendor submits to the payment office or the invoice will be returned.

Reason for requesting a waiver of the requirement to submit an electronic invoice via the IPP:

1. Submission of invoices through IPP would impose a hardship on an individual (includes employees and sole proprietors) due to: either a physical or mental disability; a geographic, language, or literacy barrier; or an undue financial burden. The requirement to submit invoices through the IPP is automatically waived for all individuals who do not have payment capability using ACH with a U.S. financial institution.

2. The political, financial or communications infrastructure where the place of business is located does not support access to the IPP for submitting invoices electronically.

3. The contractor is located within an area designated by the President of the United States or an authorized agency administration as a disaster area. (Please identify area/location.)

4. The submission of invoices electronically may pose a threat to national security, the life or physical safety of an individual may be endangered, or a law enforcement action may be compromised.

5. The agency does not expect to receive more than one invoice from the same contractor within a one-year period. i.e., the invoice submission is non-recurring.

6. The contractor customarily submits a high volume of invoices on a regular basis via file format, not currently supported by the IPP (i.e., uses a file format other than XML or CSV) and the high volume of invoices would cause a significant burden to the contractor if submitted through the IPP individually. If utilizing this exception, please identify the file formats supported by your invoicing system so that the IPP may consider implementing the requested file format at a later date. File format(s) used: _____

7. Other - Please explain:

Attach a separate sheet of paper with a summary narrative substantiating the circumstances for the waiver exception selected from above (1 through 7).

Waiver Submitted By:

Contractor Name

Name of Person Submitting Request for Waiver Title

Signature of Person Submitting Request for Waiver

E-mail Address Phone No.

Contract/Order No. Date Submitted

Waiver Approved By:

Contracting Officer's Name Printed

Contracting Officer's Signature Date

(End)

SECTION 508 INFORMATION, DOCUMENTATION AND SUPPORT (DEC 2019)

In accordance with 36 CFR, Appendix C to Part 1194, the [information and communication technology \(ICT\)](#) products and product support services documentation furnished in performance of this contract shall be provided at no additional cost. The contractor shall provide information, documentation, and support relative to the supplies and services as described in the statement of work, performance work statement or statement of objectives (select one). The following technical standards and provisions have been determined to be applicable to this contract:

Chapter 6: Support Documentation and Services

601 General

601.1

602 Support Documentation

602.1 602.2 602.3 602.4

603 Support Services

603.1 603.2 603.3

(End of clause)

SECTION 508 SERVICES (APR 2024)

All contracts, solicitations, Task Orders, delivery orders and interagency agreements that contain a requirement of services which will result in the delivery of a new or updated [information and communication technology \(ICT\)](#) item/product must conform to the applicable provisions of the appropriate technical standards in 36 CFR, Appendix C to Part 1194, and functional performance criteria in 36 CFR Chapter 3, unless an agency exception to this requirement exists at [E202 General Exceptions](#).

The following technical standards and provisions have been determined to be applicable to this contract:

Chapter 4: Hardware

401 General

401.1

402 Closed Functionality

402.1 402.2(1-6) 402.3 402.4 402.5

403 Biometrics

403.1

404 Preservation of Information Provided for Accessibility

404.1

405 Privacy

405.1

406 Standard Connections

406.1

407 Operable Parts

407.1 407.2 407.3 407.4 407.5 407.6 407.7

407.8

408 Display Screens

- 408.1 408.2 408.3
- 409 Status Indicators
- 409.1
- 410 Color Coding
- 410.1
- 411 Audible Signals
- 411.1
- 412 ICT with Two-Way Communication
- 412.1 412.2 412.3 412.4 412.5 412.6 412.7
- 412.8
- 413 Closed Caption Processing Technologies
- 413.1
- 414 Audio Description Processing Technologies
- 414.1
- 415 User Controls for Captions and Audio Descriptions
- 415.1

Chapter 5: Software

- 501 General
- 501.1
- 502 Interoperability with Assistive Technology
- 502.1 502.2 502.3 502.4(A-G)
- 503 Applications
- 503.1 503.2 503.3 503.4
- 504 Authoring Tools
- 504.1 504.2 504.3 504.4

Chapter 7: Referenced Standards

- 701 General
- 701.1
- 702 Incorporation by Reference
- 702.1 702.2 702.3 702.4 702.5 702.6
- 702.7 702.8 702.9 702.10

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the ICT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria (36 CFR Chapter 3) apply to this contract.

Chapter 3: Functional Performance Criteria

- 301 General
- 301.1
- 302 Functional Performance Criteria
- 302.1 302.2 302.3 302.4 302.5
- 302.6 302.7 302.8 302.9

(End)

SECTION J – LIST OF ATTACHMENTS

Attachment 1 – Task Order PWS

Attachment 2 - Quality Assurance Surveillance Plan (QASP)

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**Legal Support for Air Carrier and National Security Loan Program and
Payroll Support Program
Task Order 1**

I. Background

The U.S. Department of the Treasury’s mission is to maintain a strong economy and create economic and job opportunities by promoting the conditions that enable economic growth and stability at home and abroad, strengthen national security by combating threats and protecting the integrity of the financial system, and manage the U.S. Government’s finances and resources effectively. In March 2020, the world was hit by the COVID-19 pandemic. The economic impact of the pandemic was particularly dire for the aviation industry.

In response, Congress passed several laws establishing programs to provide support to air carriers and certain other types of businesses. These laws include the Coronavirus Aid, Relief, and Economic Security Act (CARES) Act, signed into law on March 27, 2020; the Consolidated Appropriations Act, 2021 (CAA), signed into law on December 27, 2020; and the American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021. Among others, Treasury established a program for making loans to aviation businesses and national security businesses under the CARES Act, and disbursed three rounds of financial assistance to aviation businesses under the Payroll Support Program created under the CARES Act, CAA, and ARPA (together, the Programs). As part of the Programs, certain companies issued debt or equity instruments to Treasury.

Treasury’s Office of the General Counsel (OGC) is responsible for providing Treasury officials and employees with legal advice and assistance related to the Programs and other Treasury initiatives.

II. Scope

The contractor will provide legal services to Treasury in connection with Treasury initiatives including expert advice on issues related the terms of the Payroll Support Program agreements, loan agreements, and warrant agreements, as well as all legal issues related to the management and disposition of the equity and debt instruments held by Treasury.

Accordingly, the contractor must have experience in advising on complex equity and debt financial transactions. Relatedly, the contractor must have expertise advising on and managing legal issues in connection with securities law, mergers and acquisitions of public and private companies, secured and unsecured lending, asset management, employment law and executive compensation, dispositions of equity and debt instruments in public and private markets, debt and equity restructurings, bankruptcy law and proceedings, creditors’ rights in bankruptcy, and debt collection. The contractor must also

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have experience serving as counsel to federal agencies and the resources and expertise to provide the required advice and work product immediately upon engagement.

III. Specific Tasks

1. Equity and debt disposition support

The contractor will provide legal advice regarding Treasury's dispositions, through public or private transactions, of publicly traded and non-publicly traded common stock, warrants, and debt instruments, and negotiate, draft, review, and manage the execution of documentation related to such dispositions.

2. Asset management support

The contractor will provide legal advice regarding management of the financial instruments held by Treasury, including matters related to debt and equity restructurings, mergers or acquisitions involving public or private companies, bankruptcy, and debt collection. In addition, the contractor will negotiate, draft, review, and manage the execution of a range of documentation related to program agreements, loan agreements, security and pledge agreements, and debt and equity instruments, including, for example, notices to be delivered to program recipients, instruction letters addressed to Treasury's agents, waiver and modification agreements to loan agreements, and amendments to loan agreements.

3. Compliance support

The contractor will provide legal advice regarding recipient compliance with applicable program requirements, including the terms of loan agreements and warrant agreements and requirements related to employment and executive compensation.

4. Oversight support

The contractor may provide legal advice regarding oversight requests and assist in providing written and oral responses to such oversight requests.

5. Other legal services

The contractor will provide other legal services as directed by Treasury, which may include advice related to federal or state securities laws, secured and unsecured lending, and other transactions. Work may include other legal advisory support for the Federal Financing Bank (FFB).

IV. Deliverables

All deliverables and reports will be reviewed by Treasury to ensure contractor accuracy, completeness, professional quality, and overall compliance with contract requirements. Deliverables will be in the form of written reports, program-related documents, options papers, face-to-face presentations, oral recommendations, and implementation of approved recommendations, as directed by Treasury.

1. Monthly status report

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Monthly status reports will be submitted in accordance to the requirements identified in the associated Blanket Purchase Agreement.

2. Turnaround time for specific tasks

The following due dates are automatically applied to each request for advice, draft, review, or revisions, unless another due date is agreed upon in writing between the contractor and Treasury. Business days are Monday to Friday and do not include the Federal holidays listed at <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>.

Task 1 – Equity and debt disposition support	Respond to verbal requests for advice within one business day. Respond to written requests for advice within three business days.
Task 2 – Asset management support	Due dates for drafts, reviews, or revisions will vary depending on the scope and complexity of the assignment but must be completed within two weeks of the request, unless otherwise agreed to in writing. Respond to verbal requests for advice within one business day. Respond to written requests for advice within three business days.
Task 3 – Compliance support	Within five business days of the request.
Task 4 - Oversight support	The due date for each query will be based on the deadline imposed by the oversight body. A typical response time is five calendar days.
Monthly status report	By the 27 th of each month, with respect to the preceding month.

V. Place of Performance

Work will be performed at the contractor’s facility. Travel is not anticipated.

VI. Period of Performance

1. Contract period

Base period: 11/21/2024 – 11/20/2025
Option Period 1: 11/21/2025 – 11/20/2026

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2. Hours

The contractor must generally be available on business days during the business hours of 9 a.m. to 5 p.m. ET unless specified otherwise by the CO or COR. Circumstances may require the contractor to provide services outside normal duty hours.

VII. Government Furnished Property and Information

Treasury will provide the contractor with relevant information regarding the Programs and recipients under the Programs, including recipients that issued equity or debt instruments to Treasury.

VIII. Other Performance Requirements/Constraints

The terms and conditions of the BPA apply to this order and remain in full effect.

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QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

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**QUALITY ASSURANCE SURVEILLANCE PLAN
(QASP)**

1 INTRODUCTION

This quality assurance surveillance plan (QASP) sets forth the procedures and guidelines the Department of the Treasury will use in ensuring the required performance standards or services levels are achieved by the contractor while performing the requirements in the Performance Work Statement (PWS) as identified within each Blanket Purchase Agreement (BPA) order, unless otherwise identified at the order level.

1.1 Purpose

1.1.1 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/quality levels identified in the PWS and the contractor's quality control plan (QCP), and to ensure that the government pays only for the level of services received under each order, unless otherwise identified at the order level.

1.1.2 This QASP defines the roles and responsibilities of all members of the integrated project team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

1.2 Performance Management Approach

1.2.1 The PWS structures the acquisition around "what" service or quality level is required, as opposed to "how" the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken by all offices authorized to use the BPA as identified in the scope of the PWS, to monitor and manage the contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

1.2.2 Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A "results" focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

1.3 Performance Management Strategy

1.3.1 The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor's own quality control (QC) program. QC is work output, not workers, and therefore includes all work performed under this contract regardless of whether the work is performed by contractor employees or by subcontractors. The contractor's QCP will set forth the staffing and procedures

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for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report its performance to the designated government representative. The contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. This QASP enables the government to take advantage of the contractor's QC program.

1.3.2 The government representative(s) will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The government will make determination regarding incentives based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2 ROLES AND RESPONSIBILITIES

2.1 Contracting Officer

The contracting officer (CO) is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the contracting officer's representative (COR) and the contractor. The CO will designate a full-time COR as the government authority for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the contractor's performance, and must be identified and designated by the CO.

2.2 Contracting Officer's Representative

The contracting officer's representative (COR) is designated in writing by the CO to act as his or her authorized representative to assist in administering a contract. COR limitations are contained in the written appointment letter. The CO is responsible for technical administration of the project and ensures proper government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action. The COR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

3 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

The baseline required performance standards and/or quality levels are included in the PWS and in Attachment 1, Performance Requirements Summary, however alternate standards and levels may be identified at the order level based on the required support needs.-

4 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 Surveillance Techniques

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the government to evaluate contractor performance when appropriate. The primary methods of surveillance are;

- Random monitoring, which shall be performed by the COR designated inspector and official government project representative.

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- Periodic Inspection – COR typically performs the periodic inspection on a monthly basis.

4.2 Communications

The contractor is expected to establish and maintain professional communication between contractor representatives, order representatives and the COR. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer discussions.

Complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, and must be forwarded to the COR. The COR will accept those complaints and investigate using email.

4.3 Acceptable Quality Levels

The acceptable quality levels (AQLs) included in Attachment 1, Performance Requirements Summary Table, for contractor performance are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls. Levels of performance are keyed to the relative importance of the task to the overall mission performance at the Department of the Treasury.

5 QUALITY ASSURANCE DOCUMENTATION

5.1 Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the PWS and are assessed using the performance monitoring techniques shown in Attachment 1.

5.2 Monitoring Forms

The government's QA surveillance, accomplished by the COR, will be reported using the monitoring forms in Attachments 2 or through email. The form or email, when completed, will document the government's assessment of the contractor's performance under the contract to ensure that the required results are being achieved.

- 5.2.1 The COR will retain a copy of all completed QA surveillance forms and emails.

6 ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

6.1 Determining Performance

6.1.1 Government shall use the monitoring methods cited to determine whether the performance standards/service levels/AQLs have been met. If the contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

6.2 Reviews and Resolution

6.2.1 The COR may require the contractor's project manager, or a designated alternate, to meet with the COR and other government IPT personnel as deemed necessary to discuss performance evaluation. The COR will define a frequency of in-depth reviews with the contractor, including appropriate self-assessments by the contractor; however, if the need arises, the contractor will meet with the COR as often as required or per the contractor's request. The agenda of the reviews may include:

- Monthly performance assessment data and trend analysis

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- Issues and concerns of both parties
- Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis
- Recommendations for improved efficiency and/or effectiveness

6.2.2 The COR must coordinate and communicate with the contractor to resolve issues and concerns regarding marginal or unacceptable performance.

6.2.3 The COR and contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the Government.

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ATTACHMENT 1: PERFORMANCE REQUIREMENTS SUMMARY

Required Service (PWS Tasks)	Performance Standard	Acceptable Quality Level	Method(s) of Surveillance	Incentive (Positive and/or Negative)
Task 1 – Equity and debt disposition support	The contractor shall provide professional quality advice and documentation as specified in the order PWS within ten (10) business days of the request.	98% Accuracy	Inspection - All deliverables and reports will be reviewed by Treasury to ensure contractor accuracy, completeness, professional quality, and overall compliance with contract requirements.	Potential termination of contract for multiple deficiencies. The Government will consider errors; misleading statements; and incomplete information as deficiencies.
Task 2 – Asset management support	The contractor shall provide professional quality advice and documentation as specified in the order PWS. Due dates for drafts, reviews, or revisions will vary depending on the scope and complexity of the assignment but must be completed within two (2) weeks of the request, unless otherwise agreed to. Respond to verbal requests for advice within one (1) business day. Respond to written requests for advice within three (3) business days.	98% Accuracy	Inspection - All deliverables and reports will be reviewed by Treasury to ensure contractor accuracy, completeness, professional quality, and overall compliance with contract requirements.	Potential termination of contract for multiple deficiencies. The Government will consider errors; misleading statements; and incomplete information as deficiencies.

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<p>Task 3 – Compliance support</p>	<p>The contractor shall provide professional quality advice and documentation as specified in the order PWS within five (5) business days of the request.</p>	<p>98% Accuracy</p>	<p>Inspection - All deliverables and reports will be reviewed by Treasury to ensure contractor accuracy, completeness, professional quality, and overall compliance with contract requirements.</p>	<p>Potential termination of contract for multiple deficiencies. The Government will consider errors; misleading statements; and incomplete information as deficiencies.</p>
<p>Task 4 - Oversight support</p>	<p>The contractor shall provide professional quality advice and documentation as specified in the order PWS. The due date for each query will be based on the deadline imposed by the oversight body. A typical response time is five calendar days.</p>	<p>98% Accuracy</p>	<p>Inspection - All deliverables and reports will be reviewed by Treasury to ensure contractor accuracy, completeness, professional quality, and overall compliance with contract requirements.</p>	<p>Potential termination of contract for multiple deficiencies. The Government will consider errors; misleading statements; and incomplete information as deficiencies.</p>
<p>Monthly status report</p>	<p>The contractor shall provide complete and accurate documentation as specified in the order PWS by the 27th of each month, with respect to the preceding month.</p>	<p>98% Accuracy</p>	<p>Inspection - All deliverables and reports will be reviewed by Treasury to ensure contractor accuracy, completeness, professional quality, and overall compliance with contract requirements.</p>	<p>Potential termination of contract for multiple deficiencies. The Government will consider errors; misleading statements; and incomplete information as deficiencies.</p>

