

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER OCCR000529100		PAGE OF 1 70	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 2031JW23Q00044		6. SOLICITATION ISSUE DATE 02/27/2023
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KAREN GREEN			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 03/10/2023 1300 ET
9. ISSUED BY CODE OCC Comptroller of the Currency Acquisitions Management 400 7TH STREET SW Washington DC 20219				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 459420 SIZE STANDARD: \$12.0			
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 OCC-DCOC45 HEADQUARTERS BUILDING #4 400 7TH STREET, SW WASHINGTON DC 20024			16. ADMINISTERED BY CODE				
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Request for Quotation Number 2031JW23Q00044 to purchase length of service and retirement gifts in support of the Office of the Comptroller of the Currency Employee Recognition Program. Period of Performance: 04/01/2023 to 03/31/2024 Length of Service Tier A - NTE Ceiling: \$10.00 -Beverage Cup/Coffee Mug Category Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			1	EA		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" 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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input 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>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	Length of Service Tier B - NTE Ceiling: \$25.00 -Travel Category	1	EA		
0003	Length of Service Tier C - NTE Ceiling: \$30.00 -Relaxation Meditation Category	1	EA		
0004	Length of Service Tier D - NTE Ceiling: \$35.00 -Exercise and Wellness Category	1	EA		
0005	Length of Service Tier E - NTE Ceiling: \$50.00 -Small Appliance Category	1	EA		
0006	Length of Service Tier F - NTE Ceiling: \$75.00 -Crystal Category	1	EA		
0007	Length of Service Tier G - NTE Ceiling: \$75.00 -Crystal Category	1	EA		
0008	Length of Service Tier H - NTE Ceiling: \$100.00 -Small Electronics Category Continued ...	1	EA		

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 (<i>YY/MM/DD</i>)

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	Length of Service Tier I - NTE Ceiling: \$100.00 -Small Electronics Category	1	EA		
0010	Length of Service Tier J - NTE Ceiling: \$150.00 -Timepiece Category	1	EA		
0011	Retirement Tier 1 - NTE Ceiling: \$35.00 -Exercise and Wellness Category -Travel Category -Relaxation/Meditation Category	1	EA		
0012	Retirement Tier 2 - NTE Ceiling: \$50.00 -Travel Category -Car Accessories Category -Outdoor Accessories Category	1	EA		
0013	Retirement Tier 3 - NTE Ceiling: \$100.00 -Crystal Category -Timepiece Category -Small Appliance Category	1	EA		
0014	Retirement Tier 4 - NTE Ceiling: \$150.00 -Crystal Category -Small Appliance Category -Timepiece Category	1	EA		
0015	Website Creation/Maintenance Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0016	Reporting				
0017	Shipping	1	EA		
1001	Option Year 1: Length of Service Tier A - NTE Ceiling: \$10.00 -Beverage Cup/Coffee Mug Category (Option Line Item) Period of Performance: 04/01/2024 to 03/31/2025	1	EA		
1002	Option Year 1: Length of Service Tier B - NTE Ceiling: \$25.00 -Travel Category (Option Line Item) Period of Performance: 04/01/2024 to 03/31/2025	1	EA		
1003	Option Year 1: Length of Service Tier C - NTE Ceiling: \$30.00 -Relaxation Meditation Category (Option Line Item) Period of Performance: 04/01/2024 to 03/31/2025	1	EA		
1004	Option Year 1: Length of Service Tier D - NTE Ceiling: \$35.00 -Exercise and Wellness Category (Option Line Item) Period of Performance: 04/01/2024 to 03/31/2025	1	EA		
1005	Option Year 1: Length of Service Tier E - NTE Ceiling: \$50.00 -Small Appliance Category (Option Line Item) Period of Performance: 04/01/2024 to 03/31/2025	1	EA		
1006	Option Year 1: Length of Service Tier F - NTE Ceiling: \$75.00 -Crystal Category (Option Line Item) Continued ...	1	EA		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 04/01/2024 to 03/31/2025				
1007	Option Year 1: Length of Service Tier G - NTE Ceiling: \$75.00 -Crystal Category (Option Line Item) Period of Performance: 04/01/2024 to 03/31/2025	1	EA		
1008	Option Year 1: Length of Service Tier H - NTE Ceiling: \$100.00 -Small Electronics Category (Option Line Item) Period of Performance: 04/01/2024 to 03/31/2025	1	EA		
1009	Option Year 1: Length of Service Tier I - NTE Ceiling: \$100.00 -Small Electronic Category (Option Line Item) Period of Performance: 04/01/2024 to 03/31/2025	1	EA		
1010	Option Year 1: Length of Service Tier J - NTE Ceiling: \$150.00 -Timepiece Category (Option Line Item) Period of Performance: 04/01/2024 to 03/31/2025	1	EA		
1011	Option Year 1: Retirement Tier 1 - NTE Ceiling: \$35.00 -Exercise and Wellness Category -Travel Category -Relaxation/Meditation Category (Option Line Item) Period of Performance: 04/01/2024 to 03/31/2025	1	EA		
1012	Option Year 1: Retirement Tier 2 - NTE Ceiling: \$50.00 -Travel Category -Car Accessories Category -Outdoor Accessories Category (Option Line Item) Period of Performance: 04/01/2024 to 03/31/2025	1	EA		
1013	Option Year 1: Retirement Tier 3 - NTE Ceiling: \$100.00 -Crystal Category -Timepiece Category -Small Appliance Category Continued ...	1	EA		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) Period of Performance: 04/01/2024 to 03/31/2025				
1014	Option Year 1: Retirement Tier 4 - NTE Ceiling: \$150.00 -Crystal Category -Small Electronics Category -Timepiece Category (Option Line Item) Period of Performance: 04/01/2024 to 03/31/2025	1	EA		
1015	Option Year 1: Website Maintenance (Option Line Item)				
1016	Option Year 1: Reporting (Option Line Item)				
1017	Option Year 1: Shipping (Option Line Item)	1	EA		
2001	Option Year 2: Length of Service Tier A - NTE Ceiling: \$10.00 -Beverage Cup/Coffee Mug Category (Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026	1	EA		
2002	Option Year 2: Length of Service Tier B - NTE Ceiling: \$25.00 -Travel Category (Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026	1	EA		
2003	Option Year 2: Length of Service Tier C - NTE Ceiling: \$30.00 -Relaxation Meditation Category (Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026	1	EA		
2004	Option Year 2: Length of Service Tier D - NTE Ceiling: \$35.00 -Exercise and Wellness Category Continued ...	1	EA		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026				
2005	Option Year 2: Length of Service Tier E - NTE Ceiling: \$50.00 -Small Appliance Category (Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026	1	EA		
2006	Option Year 2: Length of Service Tier F - NTE Ceiling: \$75.00 -Crystal Category (Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026	1	EA		
2007	Option Year 2: Length of Service Tier G - NTE Ceiling: \$75.00 -Crystal Category (Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026	1	EA		
2008	Option Year 2: Length of Service Tier H - NTE Ceiling: \$100.00 -Small Electronics Category (Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026	1	EA		
2009	Option Year 2: Length of Service Tier I - NTE Ceiling: \$100.00 -Small Electronic Category (Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026	1	EA		
2010	Option Year 2: Length of Service Tier J - NTE Ceiling: \$150.00 -Timepiece Category (Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026	1	EA		
2011	Option Year 2: Retirement Tier 1 - NTE Ceiling: \$35.00 -Exercise and Wellness Category -Travel Category -Relaxation/Meditation Category (Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026	1	EA		
	Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2012	Option Year 2: Retirement Tier 2 - NTE Ceiling: \$50.00 -Travel Category -Car Accessories Category -Outdoor Accessories Category (Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026	1	EA		
2013	Option Year 2: Retirement Tier 3 - NTE Ceiling: \$100.00 -Crystal Category -Timepiece Category -Small Appliance Category (Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026	1	EA		
2014	Option Year 2: Retirement Tier 4 - NTE Ceiling: \$150.00 -Crystal Category -Small Electronics Category -Timepiece Category (Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026	1	EA		
2015	Option Year 2: Website Maintenance (Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026				
2016	Option Year 2: Reporting (Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026				
2017	Option Year 2: Shipping (Option Line Item) Period of Performance: 04/01/2025 to 03/31/2026	1	EA		
3001	Option Year 3: Length of Service Tier A - NTE Ceiling: \$10.00 -Beverage Cup/Coffee Mug Category (Option Line Item) Period of Performance: 04/01/2026 to 03/31/2027 Continued ...	1	EA		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3002	Option Year 2: Length of Service Tier B - NTE Ceiling: \$25.00 -Travel Category (Option Line Item) Period of Performance: 04/01/2026 to 03/31/2027	1	EA		
3003	Option Year 3: Length of Service Tier C - NTE Ceiling: \$30.00 -Relaxation Meditation Category (Option Line Item) Period of Performance: 04/01/2026 to 03/31/2027	1	EA		
3004	Option Year 3: Length of Service Tier D - NTE Ceiling: \$35.00 -Exercise and Wellness Category (Option Line Item) Period of Performance: 04/01/2026 to 03/31/2027	1	EA		
3005	Option Year 3: Length of Service Tier E - NTE Ceiling: \$50.00 -Small Appliance Category (Option Line Item) Period of Performance: 04/01/2026 to 03/31/2027	1	EA		
3006	Option Year 3: Length of Service Tier F - NTE Ceiling: \$75.00 -Crystal Category (Option Line Item) Period of Performance: 04/01/2026 to 03/31/2027	1	EA		
3007	Option Year 3: Length of Service Tier G - NTE Ceiling: \$75.00 -Crystal Category (Option Line Item) Period of Performance: 04/01/2026 to 03/31/2027	1	EA		
3008	Option Year 3: Length of Service Tier H - NTE Ceiling: \$100.00 -Small Electronics Category (Option Line Item) Period of Performance: 04/01/2026 to 03/31/2027	1	EA		
3009	Option Year 3: Length of Service Tier I - NTE Ceiling: \$100.00 -Small Electronic Category (Option Line Item) Continued ...	1	EA		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 04/01/2026 to 03/31/2027				
3010	Option Year 3: Length of Service Tier J - NTE Ceiling: \$150.00 -Timepiece Category (Option Line Item) Period of Performance: 04/01/2026 to 03/31/2027	1	EA		
3011	Option Year 3: Retirement Tier 1 - NTE Ceiling: \$35.00 -Exercise and Wellness Category -Travel Category -Relaxation/Meditation Category (Option Line Item) Period of Performance: 04/01/2026 to 03/31/2027	1	EA		
3012	Option Year 3: Retirement Tier 2 - NTE Ceiling: \$50.00 -Travel Category -Car Accessories Category -Outdoor Accessories Category (Option Line Item) Period of Performance: 04/01/2026 to 03/31/2027	1	EA		
3013	Option Year 3: Retirement Tier 3 - NTE Ceiling: \$100.00 -Crystal Category -Timepiece Category -Small Appliance Category (Option Line Item) Period of Performance: 04/01/2026 to 03/31/2027	1	EA		
3014	Option Year 3: Retirement Tier 4 - NTE Ceiling: \$150.00 -Crystal Category -Small Electronics Category -Timepiece Category (Option Line Item) Period of Performance: 04/01/2026 to 03/31/2027	1	EA		
3015	Option Year 3: Website Maintenance (Option Line Item) Period of Performance: 04/01/2026 to 03/31/2027				
	Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3016	Option Year 3: Reporting (Option Line Item) Period of Performance: 04/01/2026 to 03/31/2027				
3017	Option Year 3: Shipping (Option Line Item) Period of Performance: 04/01/2026 to 03/31/2027	1	EA		
4001	Option Year 4: Length of Service Tier A - NTE Ceiling: \$10.00 -Beverage Cup/Coffee Mug Category (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028	1	EA		
4002	Option Year 4: Length of Service Tier B - NTE Ceiling: \$25.00 -Travel Category (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028	1	EA		
4003	Option Year 4: Length of Service Tier C - NTE Ceiling: \$30.00 -Relaxation Meditation Category (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028	1	EA		
4004	Option Year 4: Length of Service Tier D - NTE Ceiling: \$35.00 -Exercise and Wellness Category (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028	1	EA		
4005	Option Year 4: Length of Service Tier E - NTE Ceiling: \$50.00 -Small Appliance Category (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028	1	EA		
4006	Option Year 4: Length of Service Tier F - NTE Ceiling: \$75.00 -Crystal Category (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028	1	EA		
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4007	Option Year 4: Length of Service Tier G - NTE Ceiling: \$75.00 -Crystal Category (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028	1	EA		
4008	Option Year 4: Length of Service Tier H - NTE Ceiling: \$100.00 -Small Electronics Category (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028	1	EA		
4009	Option Year 4: Length of Service Tier I - NTE Ceiling: \$100.00 -Small Electronic Category (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028	1	EA		
4010	Option Year 4: Length of Service Tier J - NTE Ceiling: \$150.00 -Timepiece Category (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028	1	EA		
4011	Option Year 4: Retirement Tier 1 - NTE Ceiling: \$35.00 -Exercise and Wellness Category -Travel Category -Relaxation/Meditation Category (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028	1	EA		
4012	Option Year 4: Retirement Tier 2 - NTE Ceiling: \$50.00 -Travel Category -Car Accessories Category -Outdoor Accessories Category (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028	1	EA		
4013	Option Year 4: Retirement Tier 3 - NTE Ceiling: \$100.00 -Crystal Category -Timepiece Category -Small Appliance Category (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028 Continued ...	1	EA		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4014	Option Year 4: Retirement Tier 4 - NTE Ceiling: \$150.00 -Crystal Category -Small Electronics Category -Timepiece Category (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028	1	EA		
4015	Option Year 4: Website Maintenance (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028				
4016	Option Year 4: Reporting (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028				
4017	Option Year 4: Shipping (Option Line Item) Period of Performance: 04/01/2027 to 03/31/2028	1	EA		

PART I - SUPPLIES OR SERVICES AND PRICES/COSTS

1.0 GENERAL

The Contractor shall furnish all technical, management, supervision, labor, materials, licensing, and any other support necessary to provide the services as described in the Performance Work Statement (PWS). The NAICS Code is 459420 –Gift, Novelty, and Souvenir Stores with a size standard of \$13.5 million.

The Government intends to award an Indefinite Delivery/Indefinite Quantity (IDIQ) contract that allows for the execution of fixed-price delivery orders. Orders may be placed at any time for a period of twelve months after date of contract award, which may be extended if options are exercised.

1.1 CONTRACT LINE ITEM NUMBERS (CLINs)

The Quoter shall provide firm-fixed unit pricing in accordance with the Contract Line Item Number (CLIN) structure identified in the Standard Form 1449 Sections 19 and 20.

Detailed descriptions are found in Attachment 3, Sample Product List. The unit price shall not exceed the specified “not-to-exceed” value for a particular five-year milestone period. Shipping and product cost shall not exceed the maximum ceiling level of the IDIQ contract. Shipping cost will be submitted at the delivery order level.

1.2 MINIMUM AND MAXIMUM REQUIREMENTS

An indefinite delivery/indefinite quantity (IDIQ) contract requires the Government to order and the Contractor to furnish at least a stated minimum quantity of services. In addition, if ordered, the Contractor must furnish any additional quantities, not to exceed the stated maximum.

The following are the guaranteed minimum and estimated maximum quantities under this contract for the entire period of performance. The OCC reserves the right to adjust these limits based on past requirements and future projections:

Contract Line Items	Guaranteed Minimum	Maximum Quantity
0001- 4014	\$2,500.00	\$500,000

PART II – PERFORMANCE WORK STATEMENT

2.1 BACKGROUND

The Office of the Comptroller of the Currency (OCC), a bureau of the Department of Treasury, was established in 1863. The mission of the OCC is to charter, regulate, and supervise all national banks, thrifts, the federal branches, and agencies of foreign banks. OCC has independent authority to offer their own sponsored benefit and pay programs (to include employee recognition programs) to its employees. These OCC specific benefit programs are in addition to benefits and pay available in the Federal government. OCC is headquartered in Washington, DC and has approximately 3,500 permanent employees in approximately 80 cities nationwide.

2.2 SCOPE

The OCC has recurring requirements to offer length of service and retirement gifts in support of the OCC Recognition Program. The gift selection will be based on an employee's years of federal.

2.2.1 Length of Service

The program recognizes and honors employees who have reached service milestones of 5, 10, 15, 20, 25, 30, 35, 40, 45, and 50 years of federal service. At each service milestone, employees will be given an opportunity to select from the vendor's website, a gift that has been pre-selected by the OCC that is representative of the service milestone accomplishment. Based on an employee's service milestone, an employee will select their gift from one of the following categories:

Recognition Category	Service Milestone
Tier A	5 years
Tier B	10 years
Tier C	15 years
Tier D	20 years
Tier E	25 years
Tier F	30 years
Tier G	35 years
Tier H	40 years
Tier I	45 years
Tier J	50 years and above

2.2.2 Retirement

The program recognizes employees who retire from the OCC. Retiring employees will be given an opportunity to choose a gift from the vendor's website from up to three OCC pre-selected gifts options. Based on an employee's years of federal service, the retiring employee will make their gift selection from one of the following categories:

Recognition Category	Service Milestone
Tier 1	Federal service up to 9 years
Tier 2	Federal service from 10 - 19 years
Tier 3	Federal service from 20 - 34 years
Tier 4	Federal service from 35 or more years

2.3 OBJECTIVES

The vendor shall be experienced in creating personalized recognition programs tailored to an organization's individual needs and culture. Specifically, the vendor is expected to:

- 2.3.1 Possess a website with various types of gift offerings that the OCC can utilize to select pre-selected gifts in support of its recognition program.
- 2.3.2 Possess the ability to customize pre-selected gifts with the OCC emblem that employees will order under this program.
- 2.3.3 Assist the OCC with its final selection of gifts under this program.
- 2.3.4 Notify the OCC at the beginning of each quarter if any of the pre-selected gifts have been discontinued or are on back order.
- 2.3.5 Provide, at a minimum, a customer support toll-free telephone number and email address for questions relating to ordering or products.
- 2. 3.6 Respond to inquiries from the OCC, in writing, within two business days of date of receipt.
- 2.3.7 Establish a method for allowing the OCC to provide the vendor with employee data for the vendor's use in the gift selection and fulfillment process.
- 2.3.8 Provide an online order form for employee use for: a) selecting a gift choice based on their recognition category; and b) entering shipping information and other special delivery instructions. The order form is to have the ability to link to an image of their gift option(s).
- 2.3.9 Possess the ability to disable an employee's access to the order form if they are attempting to place an order after 15 business days from the date access has been granted.
- 2.3.10 Display the vendor's return policy information regarding damaged and defective gifts: a) on the online order form, and b) in the order confirmation statement that the employee is to be sent via email after the order has been placed.
- 2.3.11 Ship ordered gifts via a standard mail carrier, such as UPS or FedEx, with tracking, directly to the address provided on the order form.

2.4 DELIVERABLES:

2.4.1 The vendor shall provide the following:

- 2.4.1.1 Progressive and quality gift options that would be desirable under OCC's recognition program.
- 2.4.1.2 An electronic, customized proof, to the OCC for approval, of each gift the first

time it's being ordered.

2.4.1.3 A web link to the vendor's order form

2.4.1.4 An email confirmation to the employee of the order placed; OCC is to be sent a copy of the email confirmation.

2.4.1.5 Secure mail packaging and shipment of ordered gifts which includes a mailing label that clearly identifies the recipient and the requested delivery address.

2.4.2 OCC will provide the following:

2.4.2.1 OCC seal and logo that the vendor is to determine which OCC emblem is most appropriate for engraving or inscription upon each gift type.

2.4.2.2 Employee data, at a minimum, employee name, recognition category, gender, and eligibility date, for use by the vendor in order fulfillment process.

2.4.2.3 Notification to employees of their opportunity to select a gift under the recognition program and the web link that they are to use to place that order within a specific timeframe.

2.5 ICT ACCESSIBILITY REQUIREMENTS:

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities. As such, the following requirements apply to this solicitation:

- 1) Products, platforms and services delivered as part of this work statement that are ICT, or contain ICT, must conform to the Revised 508 Standards, which are located at 36 C.F.R. § 1194.1 & Apps. A, C & D, and available at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>.
- 2) E102 / 702.10 – Web Content Accessibility Guidelines (WCAG) success criteria level A & AA are incorporated as a requirement. The referenced WCAG criteria is available at <http://www.w3.org/TR/WCAG20/>.
- 3) A completed Accessibility Conformance Report (ACR) found at <https://www.itic.org/policy/accessibility/vpat>, using Voluntary Product Accessibility Template (VPAT) Revised Section 508 Edition, Version 2.4, is required to assist the Government in determining that the ICT products or services support Section 508 accessibility standards.
- 4) E202 – No General Exceptions Authorized by OCC.

The following items are identified as containing ICT:

- Information, Documentation, and Support
- Web-based Intranet and Internet Information and Applications

Applicable Functional Performance Criteria: All functional performance criteria apply when using an alternative design or technology that achieves substantially equivalent or greater accessibility and usability by individuals with disabilities than would be provided by conformance to one or more of the requirements in Chapters 4-6 of the Revised 508 Standards, or when Chapters 4-6 do not address one or more functions of ICT.

Applicable requirements for electronic documents and/or support services:

- E207 – WCAG Level A & AA Success Criteria
- E302 – Functional Performance Criteria
- E502 – Interoperability with Assistive Technology
- E503 – Application

Applicable requirements for electronic documents and/or support services:

- E205 – WCAG Level A & AA Success Criteria
- E302 – Functional Performance Criteria
- E602 – Support Documentation
- E603 – Support Services

2.6 PERFORMANCE REQUIREMENTS

Upon contract award, the vendor will attend a virtual meeting scheduled by the OCC which will serve as the contract kick-off meeting. At this meeting, the vendor will assist the OCC in its final selection of the gifts under the program. By the end of the kick-off meeting, it is anticipated that the vendor will have the necessary information it needs to create an online order and webpage that is acceptable to the OCC within 15 business days after the kick-off meeting. The vendor will ensure that the webpage contains images and specifications of each pre-selected gift by category, as well as its return policy for damaged or defective gifts.

The vendor will customize each gift ordered with OCC's emblem. Once an employee places an order, if it is the first time that gift is being ordered, then the vendor will send the OCC a one-time proof for approval. The OCC will notify the vendor in writing of its approval or rejection (if rejected, OCC will indicate the reason). The vendor is only to proceed with the fulfillment process after receipt of OCC's written approval.

The vendor shall ship an order within 30 calendars from the date of the order confirmation for gifts that are not being ordered for the first time. First-time gift order shall be shipped by the vendor within 45 calendar days from the date of the order confirmation.

The vendor will notify the OCC monthly whether any of the pre-selected gifts that have been discontinued or are on back order. Any item that has been identified as discontinued or on back order for 30 days or more, those gifts are to be removed from the program and the vendor is to recommend replacement options to the OCC. OCC will select from the options offered or suggest to the vendor to find an alternative gift with a different gift description. Once the OCC and the vendor have identified a replacement gift, the vendor will take the appropriate steps to update the order form and webpage. OCC has the right to request to substitute any pre-selected gift at any time.

The vendor will closely monitor all web activity of the dedicated webpage and ensure that employees who did not place a gift order within the pre-established timeframe, are not permitted to submit an order outside of that timeframe. The vendor's order confirmation is to contain, at a minimum, information regarding the gift ordered, date and time order was placed, shipping address, return policy for damaged or defective gifts, estimated delivery date, anticipated delivery date, and contact information.

2.7 PERFORMANCE REQUIREMENT SUMMARY (PRS)

All Services under this contract will be subject at all times to inspection by the OCC. Although the OCC retains the right to specifically enforce all provisions in the contract, the Performance Requirements Summary identifies those contract requirements considered most important to acceptable contract performance and the government's intended quality assurance procedures. Below is a chart that identifies the qualitative performance standards (objectives), the OCC's intended quality assurance procedures and frequency of inspections (measures), and what the Government believes is the minimum satisfactory rating (expectations) at this time.

Desired Outcomes	Performance Standard	Acceptable Quality Level	Assessment Period	Monitoring Method	Incentives/(I) Disincentives (DI)
Content Delivery	Deliver requested Content	99.5% Delivery Rate	Quarterly	Customer feedback, random sampling & COR validation	Incentive: If contractor meets or exceeds AQL, OCC will give favorable past performance. Disincentive: 2% deduction of monthly invoice amount
Quality Control	Ensure quality and accuracy of all deliverables prior to submission for acceptance	Quality standard is met no less than 98%	Upon submission of documents	Inspection by COR	Incentive: If contractor meets or exceeds AQL, OCC will give favorable past performance. Disincentive: 2% deduction of monthly invoice amount

Desired Outcomes	Performance Standard	Acceptable Quality Level	Assessment Period	Monitoring Method	Incentives/(I) Disincentives (DI)
Timeliness	Order deliverables	98% of all status reports submitted on time.	Quarterly	Random sampling & COR validation	Incentive: If contractor meets or exceeds AQL, OCC will give favorable past performance. Disincentive: 2% deduction of monthly invoice amount.

2.8 DELIVERY

The vendor must manage and track all orders accurately. The vendor’s delivery service provider must utilize an online tool to track shipments. The vendor will notify employees of orders being delayed prior to the anticipated delivery date that was communicated to the employee in the order confirmation email.

Delivered packages do not require the signature of the employee.

2.9 REPORTING

The vendor is to send the OCC a copy of the email confirmation that is sent to employees who have placed an order. The vendor shall run activity reports, on-demand, at the request of the OCC regarding the type of gifts being ordered under this contract during a specific period.

An activity report is to capture: 1) who and when an order was placed, 2) who did not place an order by the established deadline, 3) date order was shipped, and 4) who, when, and why an order was returned.

On the first of each month, the vendor shall send the OCC a report of all orders shipped during the previous month including details regarding any returned items.

2.10 QUALITY CONTROL

The vendor shall ensure that services are performed in accordance with accepted commercial best practice standards and that quality service is maintained through the life of the contract. To monitor the quality of the vendor’s services, the OCC will conduct quality assessments. OCC reserves the right, at any time, to conduct onsite inspections of the vendor’s work at all facilities with at least a 10-day advance notice. OCC also reserves the right to survey its gift recipients to determine satisfaction with the vendor’s products and services.

2.11 WARRANTY DISCLAIMER

All products are guaranteed against manufacturer defects and must be inspected by the vendor prior to shipment. Any defects or damages identified by the employee upon receipt of the gift is to be conveyed to the vendor, in writing or reported by phone, within 30 calendar days of delivery. This warranty shall include any repair or replacement of an item that was received with a defect.

It is understood that there may be a slight variation of size and/or color. Surface variations, grain, texture veining and surface cracking are natural occurrences that will appear through natural materials and may affect how an item appears. This cannot be avoided in the process of using natural materials.

2.12 CYBERSECURITY AND PRIVACY REQUIREMENTS

A. Compliance with Applicable Laws, Regulations, and Standards

Federal Laws. The contractor and all its respective subcontractors shall follow and remain compliant at all times with the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), Federal Information Security Modernization Act of 2014 (Public Law 107-347) (FISMA).

FIPS. The contractor and all its respective subcontractors shall follow Federal Information Processing Standards (FIPS), National Institute of Standards and Technology (NIST) standards and guidelines, and other laws, mandates, or executive orders pertaining to the protection of sensitive information and information systems. [system name] has been provisionally categorized as a FIPS 199 Low.

OCC Policies and Procedures. The OCC understands that there are limitations in applying agency-specific policies to systems and environments shared with other organizations or customers. The requirements in this OCC Policies and Procedures subsection applies to all activities specifically performed for the OCC by the contractor (e.g., professional services to develop or customize a component for the OCC). The intent of this section is to require contractor compliance with OCC policies and procedures for those activities, tasks, and deliverables specifically and uniquely performed and/or completed for the OCC by the contractor that is not a typical service or component of the existing contractor system/solution. This section also applies to contractors with access and use of OCC information resources (i.e., OCC network, systems, laptops, other IT equipment, and/or OCC information).

The contractor and all of its respective subcontractors shall comply with all Office of the Comptroller of the Currency (OCC) security and privacy policies and standards in effect at the time of the award of the contract, as well as those requirements that may be added during the contract.

The contractor/service provider shall conform to OCC administrative regulations, policies, and procedures, as listed in section [cite corresponding location in contracting document], in

accordance with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance. The contractor shall work with OCC internal organizations, as needed, to ensure that policies, procedures, configuration control, and product life-cycle requirements are fulfilled to the satisfaction of OCC ITS.

B. General Requirements

Location. Information collected, used, stored, maintained, or otherwise processed by the contractor in the performance of this contract shall be accessed, transferred, stored, or processed only within the United States. In addition, the maintenance and support operations of the contractor's technology and information must take place, and originate from, within the United States.

Authorization to Use, Store, or Share Sensitive Information. The contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this contract. The contractor shall also protect all government data, equipment, etc. by treating the information as sensitive. All information gathered or created under this contract shall be considered as Controlled but Unclassified (CUI) information. It is anticipated that this information will be gathered, created, and stored within the primary work location. If contractor personnel must remove any information from the primary work area, they shall protect it to the same extent they would their proprietary data and/or company trade secrets.

Confidentiality. The contractor agrees to assume responsibility for protecting the confidentiality of government records and data associated with this contract, which are not public information.

Non-Disclosure Agreement. Each individual who has access to sensitive OCC data and/or the OCC network, systems, applications, laptops, or other OCC information resources that may process, store or transmit sensitive OCC data under this contract shall execute a Non-Disclosure Agreement before being allowed such access.

Deliverables. The deliverables in this contract will be considered CUI and shall not be shared with any other organization without prior written approval from the COR.

C. Security and Privacy Authorization (NOT APPLICABLE)

D. Configuration Management (NOT APPLICABLE)

E. Continuous Monitoring

Compliance Reviews and Audits. The contractor shall permit and support compliance reviews and audits under applicable laws to allow the OCC to meet legal and compliance obligations and shall implement processes that allow visibility into the privacy and security controls employed and their effectiveness. The contractor shall provide the OCC or authorized designated officials with information requested by auditors in a timely manner, consistent with the respective auditor's deadline, in support of security compliance reviews and various annual audits, e.g., FISMA, Financial Statement Audit, A-123, etc.

F. CUI Data Protection

Need to Know. The inadvertent or accidental transmission, processing, or storage of Sensitive CUI, data will only be disclosed to authorized personnel on a Need-To-Know basis. The contractor shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information and data is properly protected.

Such measures include controls listed in NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations, as amended, in the following areas: Access Control, Awareness and Training, Audit and Accountability, Configuration Management, Identification and Authentication, Incident Response, Maintenance, Media Protection, Personnel Security, Physical Protection, Risk Assessment, Security Assessment, System and Communications Protection, and System and Information Integrity.

Data Encryption. Where encryption is required, as specified by the OCC, the contractor shall ensure that encryption is established and maintained for data at rest and in transit for the duration of the contract. The encryption employed shall be equivalent to those approved in Federal Information Processing Standards (FIPS) Publication 140-2 or 140-3, as amended.

General Use of Controlled Unclassified Information (CUI). The contractor shall not use any CUI or CUI subcategories, including, Personally Identifiable Information (PII) or low-sensitivity PII (e.g., E-mail Groups and Lists), for any purpose other than those activities necessary to the performance of this contract.

Use of Contractor Equipment. Use of contractor-owned laptops or other equipment (e.g., media storage devices, servers, etc.) to process, transmit, or store OCC sensitive CUI without OCC's formal approval is prohibited.

G. CUI Incident Response

Notification. The contractor must report all information security incidents that potentially or actually cause the compromise of OCC sensitive CUI, even if the contractor believes the security incident may be limited, small, or insignificant with respect to OCC data. The OCC will determine when the contractor's reported security incident requires additional focus and attention.

Within one hour from the time the contractor validates that an information security incident has occurred, the contractor must report the security incident information to the OCC Cyber Defense Center (CDC): Computer.Security@occ.treas.gov, (202) 649-7930, regardless of day or time.

H. Information Ownership

Government Access. The government will retain unrestricted rights to government data. The OCC retains ownership of any user created/loaded data and deliverables (e.g., documents, applications, custom code, diagrams, workflows, data sets, etc.) hosted on contractor's

equipment, systems, infrastructure, etc., as well as maintains the right to request full copies of these at any time.

Removal of OCC Data. The contractor acknowledges the OCC's exclusive right of ownership of the information and is required to transfer, return, and/or delete all agency data collected, processed, stored or maintained by the contractor on behalf of OCC upon termination of services, and shall provide written certification and supporting documentation attesting to the transfer, return and/or deletion of agency information or data generated, collected, processed, maintained, or stored by the contractor and any subcontractors, per instructions the "Security and Privacy Vendor Deliverables" section.

Documents and Deliverables. The preliminary and final OCC-specific deliverables and all associated working papers are the property of the U.S. Government. The contractor shall not release any information without the written consent of the Contracting Officer. All work papers, preliminary and final deliverables must be submitted to the COR at the conclusion of the contract in an acceptable and usable format, which may include the original format.

Removal of Data

Section	Deliverable	Frequency	Due Date
H. Information Ownership. Removal of OCC Data F. Data Protection. Contractor Equipment	Certification of OCC Data Removal from Contractor's (including any subcontractors), Possession, Equipment, and/or Environment. Data removal instructions include transfer of information to another party per specific instructions from the CO; return of information, deliverables, etc., to the CO; and deletion of OCC data from contractor equipment (e.g., laptops and other contractor-owned equipment previously approved by the OCC for this use) using NIST SP 800-88, Guidelines for Media Sanitization, as amended.	Once	NLT 15 days after termination/expiration of contract

PART III - OTHER CONTRACTUAL TERMS AND CONDITIONS

3.1.0 FEDERAL ACQUISITION REGULATION CLAUSES

3.1.1 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 the full text available. Also, the full text of a clause may be accessed electronically at the following address:
<https://www.acquisition.gov/browse/index/far>.

(End of clause)

52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Nov 2021
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services	DEC 2022
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Nov 2021

3.1.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(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 and Other Covered Entities (NOV 2021) (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) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [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](#)).

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

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

___ (5) [Reserved].

___ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) [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 (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

___ (10) [Reserved].

___ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).

___ (12) [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](#)).

___ (13) [Reserved]

___ (14)(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](#).

___ (15)(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](#).

___ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ([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 2021) of [52.219-9](#).
- ___ (18)(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](#).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).
- ___ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ([15 U.S.C. 657f](#)).
- ___x___ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (OCT 2022) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ___ (23) [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\(m\)](#)).
- ___ (24) [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\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15U.S.C. 637\(a\)\(17\)](#)).
- ___x___ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- ___x___ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
- ___x___ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- ___x___ (30)(i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- ___ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- ___x___ (31)(i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- ___x___ (32)(i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- ___ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- ___ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ___x___ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ___x___ (35)(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).
- ___ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 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](#).)
- ___ (37) (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.)

- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- ___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (Jun2014) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
- ___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (JUN 2014) of [52.223-16](#).
- x___ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- __x_ (47)(i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
 - ___ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- __x_ (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 (DEC 2022) ([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 (JAN 2021) of [52.225-3](#).
 - ___ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (DEC 2022) ([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 (Nov2007) ([42 U.S.C. 5150](#)).
- ___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
- ___ (56) [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](#)).

___ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

x___ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63) (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) [52.203-19](#), 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)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) [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).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([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.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xi) [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](#).

(xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(xiii) (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).

(xiv) [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](#)).

(xv) [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](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [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).

(xxi) [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](#).

(xxii) [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)

3.1.3 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 1, 2023 through March 31, 2028.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

3.1.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$50,000;

(2) Any order for a combination of items in excess of \$50,000; or

(3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

3.1.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2028.

(End of clause)

3.1.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day.

(End of clause)

3.1.7 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 one (1) day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

3.2.0 DEPARTMENT OF THE TREASURY ACQUISITION REGULATION CLAUSES (DTAR)

3.2.1 1052.210-70 (DTAR) CONTRACTOR PUBLICITY (APR 2015)

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

(End of clause)

3.2.2 1052.232-7003 (DTAR) ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2015)

(a) *Definitions.* As used in this clause—

(1) “*Payment request*” means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

3.3.0 OFFICE OF THE COMPTROLLER OF THE CURRENCY CLAUSES (OCC)

3.3.1 1052.201-8000 CONTRACTING OFFICER'S REPRESENTATIVE (COR) DELEGATION AND AUTHORITY (DEC 2013)

a. The contracting officer's representative will be identified via separate letter to the contractor.

b. Performance of work under this contract is subject to the technical direction of the COR, as delegated 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, 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 specification(s)/work statement. The COR does NOT have authority to issue technical direction that:

1. changes any of the terms, conditions, or specification(s)/work statement of the contract;
2. in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
3. interferes with the contractor's right to perform under the terms and conditions of the contract; or,
4. directs, supervises or otherwise controls the actions of the contractor's employees.

d. Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five work days, with a copy to the contract administrator.

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, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

f. Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes".
(End of Clause)

3.3.2 1052.204-8000 PROPER IDENTIFICATION OF CONTRACTOR PERSONNEL (AUG 2020)

- (a) All contractor personnel shall provide proper identification in both oral and written communications. Oral communications include, but are not limited to, in-person, Skype video and audio communications, and teleconference communications. Additionally, when calling into meetings contractor personnel shall identify that they are a contractor by stating their name followed by stating contractor support for their respective OCC business unit.
- (b) For written communications, all contractor personnel shall use a signature block that includes identification as a contractor, the name of the contractor personnel's company, office telephone number, alternate contact (mobile) number (if applicable), and identification of the current assigned Contacting Officer Representative (COR) as stated in the contract.

Name: [Insert Name]
Job Title: [Insert Title] (Contractor)
Company Name: [Insert Name of Company]

COR's Name: [Insert Name of the current COR]
Telephone: Office: (XXX) XXX-XXXX
Work Cell: Mobile: (XXX) XXX-XXXX

(End of Clause)

3.3.3 1052.237-8000 (OCC) NON-PERSONAL SERVICES (NOV 2022)

(a) This is a non-personal services contract. The contractor personnel rendering services under this contract are not subject, either by the contract terms or by the manner of its administration, to the supervision and control of the Office of the Comptroller of the Currency (OCC).

(b) The OCC and contractor understand and agree that the services to be provided under this contract by the contractor to the OCC are non-personal services. The parties recognize that no employer/employee relationship exists or will exist under this contract. The contractor agrees to provide the specified services fully described herein and is accountable to the OCC only for providing such services, materials, or work ordered. For the purpose of this contract, the contractor's personnel shall not be subject to the supervision of an OCC office or employee while engaged in the performance of its duties.

(End of clause)

3.3.4 1052.239-8000 (OCC) INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) ACCESSIBILITY (JAN 2023)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 ([29 U.S.C 794d](#)), as amended by the Workforce Investment Act of 1998, all Information and Communication Technology (ICT) products and services developed, acquired, maintained, or used under this contract/order must comply with the Information and Communication Technology (ICT) Accessibility Provisions, set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in [36 CFR Part 1194](#) ([36 CFR 1194.1](#) and [36 CFR 1194.2](#)). Information about Section 508 is available at <https://www.section508.gov/>. The complete text of Section 508 Final Provisions can be accessed at <https://www.access-board.gov/ict/about/>.

(b) The Section 508 accessibility standards applicable to this contract/order are identified in the Statement of Work/Performance Work Statement. If it is determined by the Government that ICT products and services provided by the Contractor do not conform to the described accessibility standards in the submitted Accessibility Conformance Report (ACR), using the Voluntary Product Assessment Template (VPAT), remediation of the products or services to the level of conformance specified in the Contractor's ACR/VPAT will be the responsibility of the Contractor at its own expense.

(c) Any modification(s) to this contract/order which adds new ICT products or services or revises the type of, or specifications for, products or services the Contractor is to provide, including ICT deliverables such as electronic documents and reports, the Contracting Officer may require that the Contractor submit an Accessibility Conformance Report (ACR) using the

latest version of the Voluntary Product Assessment Template (VPAT) in accordance with its completion instructions and Section 508 requirements, found at <https://www.itic.org/policy/accessibility/vpat>, to assist the Government in determining that the ICT products or services support Section 508 accessibility standards.

(End of clause)

3.3.5 1052.242-8000 (OCC) EVALUATION OF CONTRACTOR PERFORMANCE (DEC 2010)

(a) The OCC will evaluate the contractor's performance after contract award. If this contract has option periods, interim evaluations will be conducted at the end of each option period and then a final evaluation report will be prepared at the completion of the entire contract. If this contract does not have renewal options, an evaluation will be conducted upon completion of the contract. Notwithstanding the preceding, the Contracting Officer may conduct evaluations more or less frequently, if the Contracting Officer deems appropriate.

(b) Evaluations will be conducted using an electronic format as established by Contractor Performance Assessment Reporting System (CPARS), an internet-based database of contractor performance information. The OCC will enter the information, gathered from the evaluation, into the CPARS.

(c) If the contractor responds to the evaluation, and the response rebuts any or all of the ratings, the Contracting Officer will attempt to reconcile the areas of disagreement with the contractor. If agreement cannot be reached, the evaluation and response shall be reviewed at a level higher than the Contracting Officer and a final evaluation will be issued by the reviewing official. If the reviewing official finds, either all or in part, against the contractor, the contractor's response shall become part of the final evaluation. The reviewing official's final decision shall not be subject to dispute under the terms and conditions of the Disputes clause or subject to resolution in accordance with the terms and conditions of the Alternative Dispute Resolution clause. The reviewing official will provide the contractor with a copy of the final evaluation.

(d) Any government agency authorized to access the Past Performance Information Retrieval System (PPIRS) database will be able to view the performance information related to this contract. Any government agency may also receive a copy the contractor's performance evaluation, and any associated comments, by contacting the OCC. The OCC will also, upon request, provide copies of any and all of the contractor's evaluations to the contractor.

(End of clause)

3.3.6 1052.242-8002 (OCC) PERIOD OF PERFORMANCE (SEP 2012)

The base period of performance of this contract is from April 1, 2022 through March 31, 2023.

If exercised, the first option period/year will extend the contract period of performance from April 1, 2023 through March 31, 2024.

If exercised, the second option period/year will extend the contract period of performance from April 1, 2024 through March 31, 2025.

If exercised, the third option period/year will extend the contract period of performance from April 1, 2025 through March 31, 2026.

If exercised, the fourth option period/year will extend the contract period of performance from April 1, 2026 through March 31, 2027.

(End of clause)

3.3.7 1052.243-8001 (OCC) AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (SEP 2016)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who provide technical direction or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the “Changes” clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer (CO), or is pursuant to specific authority otherwise included as a part of this contract.

(c) The CO is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the CO’s. In the event the Contractor effects any change at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The primary CO will be identified via separate letter to the contractor. Any CO with appropriate warrant authority may direct changes through a modification to the contract.

(End of clause)

3.3.8 1052.342-8000 (OCC) CONTRACTOR’S COMMITMENT TO EQUAL OPPORTUNITY IN EMPLOYMENT AND CONTRACTING (MAR 2019)

Contractor confirms its commitment to equal opportunity in employment and contracting. To implement this commitment, the Contractor shall ensure, to the maximum extent possible consistent with applicable law, the fair inclusion of minorities and women in its workforce. The Contractor shall insert the substance of this clause in all subcontracts under this Contract when the dollar value exceeds \$150,000.

Within thirty (30) calendar days of a written request from the OCC’s Office of Minority and Women Inclusion (OMWI), or such longer time as the OMWI determines, and without any additional consideration required from the Agency, the Contractor shall provide documentation, satisfactory to the Agency, of the actions it (and, as applicable, its subcontractors) has undertaken to demonstrate its good-faith efforts to comply with the aforementioned provisions.

For purposes of this contract, “good-faith efforts” may include actions by the contractor intended to identify and, if present, remove barriers to minority and women employment or expansion of employment opportunities for minorities and women within its workforce. Efforts to remove such barriers may include, but are not limited to, recruiting minorities and women, providing job-related training, or engaging in other activities that could lead to those results.

The documentation requested by the OMWI may include, but is not limited to, one or more of the following:

1. A written affirmative action plan or other written program designed to ensure the fair inclusion of minorities and women in the contractor’s workforce, including outreach, recruitment, and training efforts whereby the contractor sets forth specific, results-oriented policies and procedures.
2. A list of subcontract awards under the Contract categorized by dollar, date of award, and the subcontractor’s ownership status, including whether the subcontractor is minority-owned (by race and/or ethnicity) or women-owned.
3. Documentation similar to that described in paragraph 1 with respect to each subcontractor.
4. Any other actions demonstrating the contractor’s or subcontractor’s good-faith efforts to include minorities and women in its workforce.

Consistent with Section 342(c)(3) of the Dodd–Frank Wall Street Reform and Consumer Protection Act (PL 111-203) (Dodd–Frank), a failure to demonstrate to the Director of the OMWI such good-faith efforts to include minorities and women in the Contractor’s workforce (and, as applicable, the workforce of its subcontractors) may result in termination of the Contract for default, referral to the Office of Federal Contract Compliance Programs, or other appropriate action.

For purposes of this clause, the terms “minority,” “minority-owned business” and “women-owned business” shall have the meanings set forth in Section 342(g) of Dodd–Frank.

(End of clause)

3.3.9 1052.245-8003 (OCC) CONTROLLED UNCLASSIFIED INFORMATION (SEP 2021)

- (a) Because of the proprietary nature of such information, the contractor understands that work performed by and information released to the contractor is sensitive in nature and shall not be disclosed to anyone other than the Office of the Comptroller of the Currency (OCC) (Government) employees assigned to the contract and other contractor personnel the Government authorizes to receive the information. The contractor agrees to protect all Controlled Unclassified Information received by or provided to the contractor pursuant to this contract from unauthorized disclosure or use for as long as the information remains proprietary or controlled and further agrees that it will not use such information for any purpose other than that relating to the performance of this contract. For purposes of the

contract, all information provided to or received by the contractor is deemed confidential and proprietary.

- (b) The contractor shall execute and is responsible for having all of its employees, subcontractor employees, and agents working under the contract and/or having access to sensitive information under this contract execute a “Conditional Access to Controlled Unclassified Information Non-Disclosure Agreement.”, hereafter referred to as an NDA, provided as Attachment 4 to this contract. This NDA provides that Controlled Unclassified Information provided to the contractor or its employees, subcontractors, or agents, shall not, except as permitted in connection with the performance of the contract, be further disclosed or used without the prior written approval of the Government.
- (c) Contractor employees processed in the Personnel and Administration Security System (PASS), will complete the NDA electronically.
- d. Contractor employees processed outside of PASS, will complete the attached hard copy NDA and submit to the Contracting Officer (CO).
- e. Executed copies of the NDA are required by each contractor employee, subcontractor employee or agent who will perform work on the contract before they can begin actual performance under the contract.
(End of clause)

3.4.0 PROVISIONS

3.4.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address:

<https://www.acquisition.gov/browse/index/far>.

(End of provision)

52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	Jan 2017
52.204-7	System for Award Management	Oct 2018
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
52.204-17	Ownership or Control of Offeror	Aug 2020
52.204-20	Predecessor of Offeror	Aug 2020

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	Nov 2015
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services	Nov 2021
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	Jun 2020

3.4.2 52.204- 24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that

uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

3.4.3 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency

has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

3.4.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions*. As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following:

ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395](#)(b), applied in accordance with the rules and definitions of [6 U.S.C. 395](#)(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

- (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service connected, as defined in [38 U.S.C. 101\(16\)](#).

Small business concern—

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and size standards in this solicitation.
- (2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for

the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(b) (1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying

areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that—

(i) It is, is not a small business concern; or

(ii) It is, is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and [\(b\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.*]

(2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*]

The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that—

(i) It is, is not a service-disabled veteran-owned small business concern; or

(ii) It is, is not a joint venture that complies with the requirements of [13 CFR 125.18\(b\)\(1\)](#) and [\(2\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.*] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) *Small disadvantaged business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*]

The offeror represents, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*]

The offeror represents that it is, is not a women-owned small business concern.

(6) *WOSB joint venture eligible under the WOSB Program*. The offeror represents that it is, is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.*]

(7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents that it is, is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.*]

(8) *Women-owned business concern (other than small business concern)*. [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see [13 CFR 126.200\(e\)\(1\)](#)); and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.*] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% Domestic Content (Yes/No)

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. _____
 [List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g) (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in

the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% Domestic Content (Yes/No)

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR [25.105](#)).

Line Item No. ____

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Products	Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only,

the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation*. The Offeror represents that—

(i) It is, is not an inverted domestic corporation; and

(ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ([12.301\(d\)\(1\)](#)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in

accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u) (1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

3.4.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2022)

(a) *Definitions.* As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in [38 U.S.C.101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C.101\(16\)](#).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C.101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with [13 CFR part 127](#)) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.*

(1) The offeror represents as part of its offer that—

(i) it is, is not a small business concern; or

(ii) It is, is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and (b). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]*

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through (c). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]*

(5) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.*]

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.*] The offeror represents as part of its offer that

(i) It is, is not a service-disabled veteran-owned small business concern; or

(ii) It is, is not a service-disabled veteran-owned joint venture that complies with the requirements of [13 CFR 125.18\(b\)\(1\)](#) and [\(2\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.*] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(8) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that-

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see [13 CFR 126.200\(e\)\(1\)](#)); and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.*] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) *Notice.* Under [15 U.S.C.645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

3.4.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

It has, has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

OFFICE OF THE COMPTROLLER OF THE CURRENCY - PROVISION

3.4.4 1052.239-8001 (OCC) INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) ACCESSIBILITY (JAN 2023)

(a) Section 508 of the Rehabilitation Act of 1973 ([29 U.S.C 794d](#)), as amended by the Workforce Investment Act of 1998, and the Architectural and Transportation Barriers Compliance Board Information and Communication Technology (ICT) Accessibility Standards [36 CFR Part 1194](#) ([36 CFR 1194.1](#) and [36 CFR 1194.2](#)), require that, unless an exception applies, all ICT products and services developed, acquired, maintained, or used by any federal department or agency permit—

1. Federal employees with disabilities to have access to and use information and data that is comparable to the access and use of information and data by federal employees who are not individuals with disabilities; and
2. Members of the public with disabilities seeking information or services from a federal agency to have access to and use of information and data that is comparable to the access and use of information and data by members of the public who are not individuals with disabilities.

(b) Accordingly, any Contractor submitting a proposal/quotation/bid in response to this solicitation must demonstrate compliance with the established ICT accessibility standards. Information about Section 508 is available at <https://www.section508.gov>. The complete text of Section 508 Final Provisions can be accessed at <https://www.access-board.gov/ict/about/>.

(c) The Section 508 accessibility standards applicable to this solicitation are identified in the Statement of Work/Performance Work Statement. In order to facilitate the Government's evaluation to determine whether ICT products and services proposed meet applicable Section 508 accessibility standards, offerors must prepare an Accessibility Conformance Report (ACR), using the latest version of the Voluntary Product Assessment Template (VPAT), in accordance with its completion instructions and Section 508 requirements, found at <https://www.itic.org/policy/accessibility/vpat>.

(d) Attestation: To the best of my knowledge, statements made in response to the VPAT are complete, accurate, and were made by knowledgeable and qualified professionals in the internal control structure of my organization. The undersigned has authority to legally bind my organization and has been authorized to do so.

Corporate Officer Signature: _____

Printed Name/Title: _____

Date: _____

(e) If a Contractor claims its products or services, including ICT deliverables such as electronic documents and reports, meet applicable Section 508 accessibility standards in its completed VPAT, and it is later determined by the Government – i.e., after award of a contract/order, that products or services delivered do not conform to the described accessibility standards in the VPAT, remediation of the products or services to the level of conformance specified in the Contractor’s VPAT will be the responsibility of the Contractor and at its own expense.

(End of provision)

FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Office of the Comptroller of the Currency
ATTN: Andre Adams
400 7th Street, SW, MS #4W-126
Washington, DC 20219

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

PART IV - PREPARATION and SUBMISSION OF QUOTATIONS

4.0 Type of Contract

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract.

4.1 Quote Submission Process and Information

The Quoter shall examine and follow all instructions. Failure to comply with the instructions in any way may result in a determination that the quotation will not be evaluated by the OCC. This determination will be made at the sole discretion of the Contracting Officer. All material submitted should be directly pertinent to the requirements of this Request for Quote (RFQ). Extraneous narrative, elaborate brochures, uninformative "Public Relations" material shall not be submitted.

Quoters shall submit their quote in two separate volumes.

Volume I: Quoters shall ensure that the following items and information are submitted with their quote:

- 1) **Cover Letter (Not to exceed 2 pages):** The cover letter shall provide a brief overview of the company and include at a minimum the contactor Point of Contact (POC) information (i.e., name, title, telephone number, and electronic mail address), and Unique Entity Identification (UEI) number.
- 2) Using the Contract Line Item Number (CLIN) structure provided in Part I, Quoters shall propose the necessary personnel, material, equipment, and services to meet the full performance objectives outlined in the PWS. Quoters are highly encouraged to offer their best pricing quote in their initial submissions.
- 3) **Sample Product List:** Quoters shall complete the sample Product List (Attachment 3) to include pictures/photos and specifications. All products proposed shall be in accordance with FAR 52.225-1 Buy American Act.
- 4) **Voluntary Product Accessibility Template (VPAT):** Quoters are responsible for providing accurate and verifiable documentation that indicates the accessibility of each commercially available product or service being recommended as part of an Electronic and Information Technology (EIT) system, solution or potential/actual OCC acquisition. Quoters shall provide detailed information on how they meet the standard(s), which provisions they meet, and why certain standards/provisions are not applicable.
- 5) **Complete the following Provision Attestations:**
 - FAR 52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services: The quoter shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically

in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Quoter has not completed the annual representations and certifications electronically, the Quoter shall complete only paragraphs (c) through (v) of this provision.

- FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
- FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
- FAR 219-1 Small Business Program Representations
- FAR 52.222-22 Previous Contracts and Compliance Reports
- OCC 1052.239-8001 Information and Communication Technology (ICT) Accessibility

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Volume II: Quotations must be prepared in accordance with the instructions in this Part. Failure to substantially comply with these instructions, in either format or content, may result in the quote being excluded from review. ***The maximum page limit for Volume II shall not exceed 25 pages.***

- 1) Technical Approach: At a minimum, the Quoter must demonstrate its technical experience, technical understanding and approach to this project as it relates to the PWS tasks. The Quoter must fully describe its capability to provide effective and efficient services necessary to successfully complete the tasks identified in the PWS.
- 2) Product Assessment: The sample product list shall be evaluated based on:
 - Brand name recognition
 - Available Inventory (quick delivery);
 - Value (offered discounts to OCC);
 - Reliability & Safety (the number of recalls/CPSC reports/consumer reports);
 - Safety (whether the product will cause harm to users)
- 3) Past Performance - The Quoters' past performance shall be assessed. Quoters shall describe its experience on at least three contracts directly related to or currently in progress or held by the Quoter within the last three years. The contracts shall be similar in scope, size, and complexity to the requirements in the PWS. The information must clearly indicate whether the work performed by the Quoter was done as the prime contractor or subcontractor. For each project referenced, the Quoter shall provide the following information:
 - Customer (company) name;
 - Type of contract and dollar value;
 - General description of the project including aspects deemed relevant to this effort; and
 - Whether the work was performed as a Prime or Subcontractor.

Provide at least one reference for each past performance project:

Company	Contact Person	Phone Number	Email Address

For each reference, the Quoter shall also submit the Past Performance Questionnaire (Attachment 2). The completed forms shall be emailed directly by the reference to Andre Adams at andre.adams@occ.treas.gov and Karen A. Green at karen.green@occ.treas.gov. The forms are due by the specified deadline for the submitting quotations in response to this RFQ. The OCC reserves the right to contact other entities not specifically identified by the Quoter in its quotation or use other sources of information (such as published articles) and past performance databases to obtain past performance information.

4) Oral Presentation – Mock-up Website Demonstration - Quoters shall give oral presentations in which they demonstrate their solution to achieve the objectives that appear in the Performance Work Statement (PWS) in Part II and answer questions OCC personnel may have during the oral presentations. The OCC personnel will consist of the technical evaluation team and advisors. The purpose of the oral presentation is to assess Quoters proposed solutions and program objectives and to assess the Quoters capability to satisfy the requirements set forth in the PWS.

Quoters must present a comprehensive technical demonstration to provide a basis for sound evaluation by the OCC. The information provided shall be factual and complete. Quoters will be evaluated on the verbal information and demonstration presented at the oral presentation. Quoters shall not submit any supplemental written materials for the oral presentation. No additional written material shall be prepared, provided, or considered.

The Quoter’s demonstration team shall present the solution and answer OCC questions. The presentation team shall include no more than two persons at least one of whom must be a technical person capable of demonstrating the Quoter’s solution and answer questions related to the solution.

The oral presentation shall not exceed two hours. The Oral presentation shall not constitute discussions as defined in FAR 15.306. The OCC reserves the right to award without discussions.

Quoters are prohibited from taping or recording their own presentations. Should the OCC tape or record the Quoter's presentation, the OCC will NOT provide the Quoter with a copy of the tape or recording.

4.2 Quote Submission

Quoter’s quote shall be emailed to Andre.Adams@occ.treas.gov and Karen.Green@occ.treas.gov by **March 10, 2023, by 1:00 P.M. Eastern Time (ET)**. Quotes shall remain valid for 60 calendar days.

4.3 Quote Preparation Costs

This RFQ does not commit the Government to pay any cost for the preparation and submission of the quote in response to this RFQ. The CO is the only individual who can legally commit the Government to the expenditure of public funds in connection with this procurement.

4.4 Integrity of Quote

In responding to this RFQ, it is the Quoter's responsibility to provide current, complete and accurate information in its quotation. If in reviewing the quote the Government identifies or otherwise learns that the provided quotation information is not accurate or misrepresents the quoter status or capabilities, that information may be used by the CO as part of the quoter responsibility determination and could result in the offeror not being eligible for award.

4.5 Quotation Submission Instructions

Quotations that fail to address all solicitation requirements may be considered deficient or unacceptable and may be excluded from further evaluation.

4.6 Contractor Registration

Before award is made, the Quoter must be registered in the System for Award Management (SAM). SAM allows Federal Government contractors or firms interested in conducting business with OCC to provide basic information on business capabilities and financial information. If the Quoter does not become registered in the SAM database before time of award, the CO will proceed to award to the next otherwise successful registered Quoter. Quoters may obtain information on registration at <https://sam.gov/SAM/>.

4.7 Alternate Quotes

Alternate quotes will not be considered.

PART V - EVALUATION OF QUOTATIONS

5.1. 52.217-5 EVALUATION OF OPTIONS (JULY 1990)

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

5.2. 52.212-2 EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible Quoter whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Factor 1: Technical Approach – The quote will be evaluated on the Quoter's understanding of the contract requirements and the means that will be used to accomplish those requirements. Specifically, the degree to which the quote demonstrates how the Quoter plans to manage the website, order placement, delivery, and reporting.

Factor 2: Product Assessment – The Quoter shall demonstrate the quality of the products, and the Government will evaluate the product photos and detailed specifications included as part of its quote.

Factor 3: Past Performance – Evaluation of past performance will be a subjective assessment based on OCC's experience, if any, with the Quoter; the experience of three references submitted by the Quoter; and a consideration of other relevant facts and circumstances that are obtained by OCC from any source. Past performance information provided should, at a minimum, address the following:

- Name of contracting activity (client)
- Program title
- Contract number
- Contract type
- Total contract dollar amount
- Description of services provided, including results and successes
- Client's CO (or equivalent) name, telephone number, and email
- Client's Program Manager (or equivalent) name, telephone number, and email
- Client's COR (or equivalent) name, telephone number and email, if applicable
- Contract award date and period of performance

The OCC reserves the right to assess the past performance of proposed Quoters.

The OCC will use its discretion to determine the sources of past performance information used in the evaluation, and the information may be obtained from references provided by the Quoter, the agency's knowledge of Quoter's performance, other government agencies, commercial entities, or past performance databases.

Evaluation of past performance will be a subjective assessment based on OCC's experience, if any, with the Quoter; the experience of references submitted by the Quoter; and a consideration of other relevant facts and circumstances that are obtained by OCC from any source. It will not be based on absolute standards of acceptable performance. Past performance is not a scored evaluation factor.

If an Quoter does not have a history of relevant contract experience, or if past performance information is not available, the Quoter will receive a neutral past performance rating.

Factor 4: Oral Presentation and Mock-up Website Demonstration - The OCC will evaluate the oral presentation to determine the extent to which the demonstration of the Quoter's website meets all RFQ requirements. The Quoter shall conduct a live online demonstration during an oral presentation in which it demonstrates its website's capabilities, including its features, functionality, navigation, and usability. The OCC will evaluate the oral presentation on the website's ease of use, navigation, and aesthetic view.

Factor 5: Price –The price will be evaluated to determine whether it is reasonable. The total evaluated price will be the sum of the base, four options, and the option to extend services up to six months (52.217-8). For evaluation purposes, FAR 52.217-8 will be evaluated by dividing the price of Option Year Four in half. The OCC will determine whether the price, inclusive of all options (including options available under FAR 52.217-8), in combination with the other evaluation factors specified in the solicitation, represents the best value to the OCC.

Technical and past performance, when combined, are significantly more important than price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful quoter within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

ATTACHMENTS

Attachment 1 – Voluntary Product Accessibility Template

Attachment 2 – Past Performance Questionnaire

Attachment 3 - Sample Product List

Attachment 4 - Non-Disclosure Agreement (NDA)