

<b>REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)</b>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		
1. REQUEST NO. RFQ0078-10	2. DATE ISSUED 05/17/2010	3. REQUISITION/PURCHASE REQUEST NO. RQ IT10000065	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY EEOC 131 M Street, N.E. 4th Floor Washington, DC 20507			6. DELIVER BY (date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)	
NAME Anthony Price		TELEPHONE NUMBER		
		AREA CODE 202	NUMBER 663-4218 Ext.:	
8. TO:				
a. NAME		b. COMPANY		
c. STREET ADDRESS		b. STREET ADDRESS 131 M Street N.E. 4th Floor		
		c. CITY Washington		
d. CITY		e. STATE	f. ZIP CODE	d. STATE DC
		e. ZIP CODE 20507		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 05/27/2010		IMPORTANT: This is a request for information, and quotations furnished are not officers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

**11. SCHEDULE (Include applicable Federal, State and local taxes)**

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	F5 NTWRK PRE SVC F/BIG-IP \$2K-5K	2.000000	EA		

Delivery Date:  
 Period of Performance: 06/21/2010 to 06/20/2011  
 Description: F5 NTWRK PRE SVC F/BIG-IP \$2K-5K - SN's  
 #-Bip080787s and Bip079715s. Mfg. Part  
 #-F5N-F5SVCBIGPREL13-3.

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
	0.00	0.00	0.00	NUMBER 0	PERCENTAGE 0.00

NOTE: Additional provisions and representations [ ] are [ X ] are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER				
b. STREET ADDRESS			16. SIGNER	
c. COUNTY			a. NAME (Type or print)	b. TELEPHONE
			AREA CODE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)	NUMBER

## Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
CS	Continuation Sheet.....	
	Notes Attachment I.....	3
	52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. (Apr 2010).....	6
	52.232-36 Payment by Third Party (Feb 2010).....	8
	52.212-4 Contract Terms and Conditions-Commercial Items. (Mar 2009).....	10
	52.212-1 Instructions to Offerors-Commercial Items. (June 2008).....	10

Summary Info Continuation Page  
Continuation Sheet

SEE ATTACHMENT II FOR FAR CLAUSE 52.212-3.

EEOC anticipates awarding a firm-fixed price purchase order. The Government intends to make payment via the Government-wide Commercial Purchase Card (see Attached). CONTACTS: Anthony Price, CO (202) 663-4218, Marie

---

*IDC Constraints Line Item*

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000		0.000000	

---

*Descriptions & Specifications*  
*IDC Constraints Document*

Notes Attachment I

05/07/2010

ATTACHMENT I

Please complete the following:

1. Complete Page 1, Blocks 12 through 16 of the Standard Form (SF) 18.
2. Pricing Information: See Page 2 -Line Item Summary of the SF18. In addition, please complete the information below:

SIZE OF BUSINESS: SMALL \_\_\_\_\_ LARGE \_\_\_\_\_ DISADVANTAGED \_\_\_\_\_

WOMAN-OWNED \_\_\_\_\_ OTHER \_\_\_\_\_

DISCOUNT TERMS FOR PROMPT PAYMENT: \_\_\_\_\_

FOB TERMS: DESTINATION: \_\_\_\_\_ ORIGIN: \_\_\_\_\_

RESPONSE DUE: **By 12:00 p.m. on May 27, 2010.**

PERIOD OF PERFORMANCE: 06/21/2010 to 06/20/2011

PLACE OF PERFORMANCE: EEOC Headquarters Building, Office of Information Technology, located at 131 M. Street, NE., Washington, DC. 20507.

This procurement is solicited under the terms and conditions of FAR Part 12. The Government intends to award a Firm-Fixed Price purchase order.

Basis for Award – Award will be made based on lowest price technically acceptable. The Government will evaluate each quote in strict conformance with the evaluation criteria as stated on Page 5 of 10, “Evaluation Criteria,” of this RFQ. Award will be made to the responsible quoter with the lowest price technically acceptable quotation.

3. Central Contractor Registration: Pursuant to FAR Clause 52.232.33, Payment by Electronic Funds Transfer-Central Contractor Registration (CCR), the contractor must register in the CCR prior to submitting any invoice for payment. The CCR is a Department of Defense web-based repository of contractor information. The Electronic Funds Transfer information in the CCR database must be accurate in order for invoices to be considered proper invoices for the purpose of prompt payment under EEOC contracts. The contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the EEOC’s reliance on inaccurate or incomplete data. Contractor registration in the Federal Government's CCR database is required prior to the award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement. Contractors may register on-line at the CCR website: <http://www.ccr.gov> or by calling 1-888-227-2423. To remain registered in the CCR database after the initial registration, the contractor is responsible for confirming on an annual basis that its information in the database is accurate and complete.

4. Method of Payment (Preferred): Pursuant to FAR Clause 52.232-36 Entitled, Payment by Third Party (Feb 2010), the government’s preferred method of payment for the required services will be via the Governmentwide Commercial Purchase Card. The contractor will contact the EEOC purchase cardholder to obtain the applicable purchase card account number. The name and telephone number of the applicable EEOC purchase cardholder will be provided by the Contracting Officer at the time of award.

5. Contractor accepts Government-wide Commercial Purchase Card (Please check one):

Yes  No

6. Contract Funding: Quoters are advised that funds are available for this requirement.

7. Price Quotation Submission Requirements: The quote must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all terms and conditions of this RFQ. The quoter shall submit the signed and dated price quotation to the Contracting Officer.

8. Pricing: The quoter shall state prices in the units of issue on this RFQ. Price quote for services must be in U.S. funds and exclusive of federal, state, and local taxes. If the quoter believes that certain taxes are payable by the Government, the quoter may list such taxes separately, directly below the price for the affected item.

9. If the quoter has questions pertaining to the RFQ, please fax or e-mail to **Vernice Campfield**. The fax number is (202) 663-4178. The e-mail address is [vernice.campfield@eoc.gov](mailto:vernice.campfield@eoc.gov). All questions pertaining to the RFQ are due no later than 12:00 p.m. **May 26, 2010**.

10. Please complete the price quotation and submit the information listed below for the following items, then return your quote along with all requested information via FAX to (202) 663-4178, ATTN: **Vernice Campfield**

no later than 12:00 p.m. on **May 27, 2010**.

**All responsible sources may submit a response which, if timely received, must be considered by the agency.**

EVALUATION FACTORS FOR AWARD  
SOLICITATION NO. RFQ0078-09  
USING  
LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA)

The Government will award to the quoter submitting the lowest price technically acceptable quotation that meets or exceeds the Government's requirements. In order to be considered technically acceptable, quotations must meet the following requirements:

Factors Evaluated as Go/No-Go

<b>Factor</b>	<b>Standard</b>
1. Period of Performance	The quoter must demonstrate they can provide the services from the date of award through a twelve (12) month period.
2. Experience on Similar Contracts	The quoter must provide evidence that is has successfully performed a minimum of three (3) contracts for the same or similar services within the past two (2) years to include contract type, contract number, contract value, point of contact name and telephone number, and the type of service provided.

*Packaging and Marking*

*Inspection and Acceptance*

*Deliveries or Performance*

**PERIOD OF PERFORMANCE**

<b>ITEM</b>	<b>START</b>	<b>END</b>
1	06/21/2010	06/20/2011

---

Contract Administration Data  
Accounting Data

Special Contract Requirements

Contract Clauses

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. (Apr 2010)

05/07/2010

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (Apr 2010)**

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

\_\_\_ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

\_\_\_ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (7) [Reserved]

\_\_\_X\_ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

\_\_\_ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

\_\_\_ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).

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

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

\_\_\_ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

\_\_\_ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)

(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

\_\_ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

\_X\_ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_X\_ (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).

\_X\_ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_X\_ (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

\_\_ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

\_X\_ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

\_\_ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

\_\_ (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_ (27)(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.)

\_\_ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

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

\_\_ (30) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_ (31)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

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

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

\_\_ (32) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_\_ (33) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_ (38) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_ (39) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_X\_ (40) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_ (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved]

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

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

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

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

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

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

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

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

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

(End of clause)

**ATTACHMENT****52.232-36 Payment by Third Party (Feb 2010)**

- (a) *General.* (1) Except as provided in paragraph (a) (2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.
- (2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the Central Contractor Registration (CCR) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html>. If the CCR subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.
- (b) *Contractor payment request.* (1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.
- (2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.
- (c) *Payment.* The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.
- (d) *Documentation.* Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.
- (e) *Assignment of claims.* Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.
- (f) *Other payment terms.* The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

**NOTE:**

- 1. The third party is "Citibank", and the purchase card is VISA".**
- 2. The contractor shall contact Lisa Jackson (EEOC purchase card holder) at (202) 663-4260 to obtain the applicable purchase card account number. The purchase card holder will provide the purchase card account number to the contractor upon request.**

## Clauses By Reference

Clause	Title	Date
52.212-4	Contract Terms and Conditions-Commercial Items. (Mar 2009)	05/07/2010

*Exhibits and Attachments TOC**Reps and Certs of Offerors**Instructions/Notices Bidders*

## Clauses By Reference

Clause	Title	Date
52.212-1	Instructions to Offerors-Commercial Items. (June 2008)	05/07/2010

*Evaluation Factors for Award*