

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER		PAGE OF 1 62	
2. CONTRACT NO. TOFS-17-B-0001		3. AWARD EFFECTIVE DATE 01/19/2017		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NICOLE GORDON		b. TELEPHONE NUMBER (No collect calls)		8. SOLICITATION ISSUE DATE	
9. ISSUED BY IRS non-IT (OTPS) Internal Revenue Service AWSS/Procurement OS:A:P:T, Stop C7-430 5000 Ellin Road Lanham MD 20706				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR SET ASIDE: % FOR: <input 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 (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> (A) NAICS: SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO As Indicated On Each Call				16. ADMINISTERED BY IRS non-IT (OTPS) Internal Revenue Service AWSS/Procurement OS:A:P:T, Stop C7-430 5000 Ellin Road Lanham MD 20706			
17a. CONTRACTOR OFFEROR NAVIGANT CONSULTING INC. 30 S WACKER DR STE 3550 CHICAGO IL 60606-7481		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18a. PAYMENT WILL BE MADE BY As Indicated On Each Call		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
19. ITEM NO.				20. SCHEDULE OF SUPPLIES/SERVICES			
				21. QUANTITY			
				22. UNIT			
				23. UNIT PRICE			
				24. AMOUNT			
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call						28. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA ARE ARE NOT ATTACHED.	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.						ADDENDA X ARE ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: 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) Steven C. Gordon <small>Digitally signed by Steven C. Gordon DN: cn=Steven C. Gordon, ou=Internal Revenue Service, ou=Department of the Treasury, email=Steven.C.Gordon@irs.gov, c=US</small>			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) STEVEN C. GORDON		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (<i>Location</i>)	
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

TOFS-17-B-0001

Program Compliance Services

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SECTION I:

BLANKET PURCHASE AGREEMENT (BPA) ADMINISTRATION TERMS AND CONDITIONS

In addition to the clauses in the contractor's SIN 520 13 Complementary Financial Management Services contract, the terms, conditions and Department of the Treasury Acquisition Regulation (DTAR) clauses provided below apply. The word "contract" in this section refers to the Blanket Purchase Agreement (BPA) issued against the Complementary Financial Management Services contract.

1.0 AUTHORITY

The establishment of the BPA creates no guarantee or obligation on the part of the Government to place any orders. The Government is obligated only to the extent of authorized purchases actually ordered under the BPA. The ordering office reserves the right to issue no solicitations or no order awards under the BPA.

2.0 AUTHORIZED BPA USERS

All Treasury bureaus are authorized to place orders under this BPA.

3.0 ELECTRONIC INTERFACE

The BPA holder is required to interface with Office of Procurement via electronic mail delivery for all pre and post award contractual actions, including but not limited to access to RFQ documents, Questions and Answers, contractor submission of technical, management and price quotes, access to award, amendments, modification documents and invoice submission.

4.0 BPA TERMINATION

The Internal Revenue Service (IRS) Office of Procurement Contracting Officer may terminate for convenience the BPA at any time by providing at least 30 days written notice to the contractor. The parties understand that termination of the BPA does not constitute termination of any impending order (order in which the contractor has submitted an otherwise acceptable quote and selected for award) or active order issued prior to the termination notice.

5.0 CONTRACTOR'S PROPOSAL

The contractor's quotation, dated December 8, 2016, is incorporated by reference into this blanket purchase agreement. In the event of any inconsistency between the contractor's quotation and the terms of this BPA, the terms of the BPA will control.

6.0 TYPE OF CONTRACT

This is a BPA that will utilize Labor Hour type orders.

7.0 CALL ORDERS AND THE CALL ORDER PROCESS

Individual call orders may be awarded on a labor hour basis. Specific work details will be provided in individual call orders.

All work to be performed under this BPA will commence with the issuance of call orders as requirements within the scope of the BPA. This process will commence with the submission of a request for proposals submitted via e-mail to the Contractor by the Contracting Officer. The request will specifically identify the Treasury requirements for the project as outlined in a PWS, identify the project deadline including a detailed project schedule if one exists, and will state the date on which the Treasury needs to receive a response from the Contractor for this requirement. The request will also set forth the clear, specific and objective performance standards, and any measurable outcomes that will be applicable to the call order. Elements of the Contractor's proposal may be incorporated into any resulting call order.

The Contractor will submit a response to the CO or the Contract Specialist (CS) set forth in the call order request for proposals by the requested due date. Specific submission requirements will be specified in the call request and may include but not limited to: a brief narrative describing the approach to meet the requirements contained in the PWS, identifying key personnel and any resources to be utilized, and identifying any conflicts of interest for performing the work. Submissions will include a detailed breakdown of pricing consistent with the rates established in the BPA. Upon submission of a proposal for the requirement by the Contractor, the Treasury will evaluate the proposal to ensure that all Treasury requirements have been met. Call orders will be in writing and will be issued by the CO to include a PWS that defines Treasury's requirement(s).

All deliverables (products) will be identified in individual call orders.

8.0 PERIOD OF PERFORMANCE

The period of performance of this BPA is January 19, 2017 through January 18, 2018. This BPA includes two (2) one-year options to extend the period of performance. The Option Year 1 period of performance is January 19, 2018 through January 18, 2019. The Option Year 2 period of performance is January 19, 2019 through January 18, 2020. The total potential period of performance (if all options are exercised) shall not exceed three years. Call order period of performances will be defined in each call order.

9.0 CONTRACT CEILING

Ceiling prices specified for each option shall apply separately and independently to that option. The Contractor shall not exceed the ceiling prices of this contract.

PERIOD	CEILING PRICE*
Base Period	
Option Period 1	
Option Period 2	
6 Month Extension	
Total	

*Inclusive of the below Other Direct Costs

The following Other Direct Costs will be utilized during the life of this BPA:

Base Year	Option Period 1	Option Period 2	6 Month Extension

10.0 LABOR RATES

The contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of this blanket purchase agreement and individual call orders.

The fixed hourly rates, inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit, are applicable for the BPA period of performance referenced in each column heading.

The following rates will be utilized during the life of this BPA:

LABOR CATEGORY	BASE PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	6 MONTH EXTENSION
Senior Manager				
Manager				
Associate				
Staff				

Should FAR 52.217-8 be exercised, the rates effective in the prior period will be utilized.

11.0 TRAVEL AND PER DIEM

(a) If required, expenses for travel pre-approved by the COR will be reimbursed in accordance with the provisions of the Federal Travel Regulations. Receipts or other appropriate documentation must accompany claims for reimbursement of travel expenses. All nonproductive travel time related to official travel to and from one’s temporary duty station will not be reimbursed under this BPA. The total amount paid for travel on Calls shall not exceed the amount of the Call travel contract line item.

(b) Travel expenses shall only be applicable to orders performed on a labor hour basis. Travel will be reimbursed per the Federal Travel Regulations. Travel will not be considered for the

purpose of billable hours. Travel will be reimbursed as “other direct costs”. All travel must be approved in advance by the COR.

(c) All non-local travel will be reimbursed in accordance with the provisions of the Federal Travel Regulations. The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov/fttr.

(d) As a general rule, local travel will not be reimbursed under this call order. Examples of local travel which will not be subject to reimbursement are: travel to and from normal job site; supervisory personnel traveling to a Government site or alternative facility to oversee operations. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal job site.

12.0 HOLIDAYS

Holidays: The Department of the Treasury observes the following days as federal holidays:

January 1 - New Year's Day
January Third Monday - Martin Luther King Day
February Third Monday - Washington's Birthday
May Last Monday - Memorial Day
July 4 - Independence Day
September First Monday - Labor Day
October Second Monday - Columbus Day
November 11 - Veterans Day
November Fourth Thursday - Thanksgiving Day
December 25 - Christmas Day

Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel should work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

13.0 TREASURY SECURITY REQUIREMENTS

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

- 1) All applicable personnel shall be United States citizens or have lawful permanent resident status.
- 2) All applicable personnel shall be subject to a National Agency Check, Law and Credit (NACLC) investigation in accordance with the Department of the Treasury Security Manual (TD P 71-10). Applicable personnel shall not begin working on this contract

until all security forms have been properly completed and submitted to Treasury for processing, as follows:

- a) Completed fingerprint cards
 - b) Non-disclosure Agreement (Attachment 1)
 - c) Fair Credit Reporting Act Release
 - d) SF 85-P, "Questionnaire for Public Trust Positions"
 - e) OF-306, "Declaration of Federal Employment"
- 3) Applicable personnel shall wear Treasury issued identification badges when working in Government facilities.
- 4) Applicable personnel, who undergo NACLIC investigations that reveal, but are not limited to, the following, may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The Government reserves the right to determine if a Contractor employee may be assigned to this contract. The Contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the NACLIC investigation requirement.

14.0 NOTICE OF LIMITATIONS ON SUBCONTRACTING

FAR 52.219-14 Limitations on Subcontracting (NOV 2011), included in SIN 520 13 Complementary Financial Management Services contract, is applicable to this BPA.

15.0 CONTRACT ADMINISTRATION DATA

Internal Revenue Service
Office of Treasury Procurement Services
7980 Applications Court
Vienna, VA 22182
Contracting Officer: Corey DiBenedetto, (703) 336-4042, corey.dibenedetto@irs.gov

16.1 KEY PERSONNEL

The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the offer necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the CO. During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or end of employment. All proposed substitutes must meet or exceed the qualifications of the person to be replaced. The Contractor must notify the CO in writing of any proposed substitution at least fifteen (15) days in advance of the change. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;

- (2) A resume containing at a minimum the name, proposed position, and relevant experience and education of the candidate; and
- (3) Any other information needed by the CO to approve or disapprove the substitution.

Key Personnel under this contract are:

Project Executive	[REDACTED]
Project Manager	[REDACTED]

17.0 REASSIGNMENT AND REPLACEMENT OF CONTRACTOR PERSONNEL

(a) The Government reserves the right to request that the Contractor reassign Contractor employees whose continued use under any Call Order issued under this BPA is deemed contrary to the best interests of the Government. The Contracting Officer will give notice of such reassignment in writing.

(b) In the event the Contractor finds it necessary to replace any of the assigned non-key personnel during the performance of a Call Order, the CO and COR shall be notified in writing. In cases of Contractor initiated reassignment of non-key personnel, notice shall be provided at least five (5) calendar days prior to reassignment. Replacement personnel shall meet or exceed the relevant qualifications of the originally assigned non-key personnel. This notice shall also include the resume(s) of the proposed replacement personnel. All replacement non-key personnel are subject to the prior written approval of the Treasury’s COR.

18.0 DTAR 1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (APR 2015)

(a) The COR is Starlene Simons, (202) 927-9374, starlene.simons@treasury.gov

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

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

- (1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
- (2) Constitutes a change as defined in the clause entitled “Changes”;
- (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

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

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

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

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

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(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."

19.0 DTAR PROVISION 1052.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (Mar 2015) (DEVIATION 2015-00003)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, 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.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, 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.

(End of provision)

20.0 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015) (DEVIATION 2015-00003)

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with 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.
- (b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
 - (2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

21.0 DTAR 1052.210-70 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)

22.0 DTAR 1052.232-7003 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)

23.0 DTAR 1052.222-70 MINORITY AND WOMEN INCLUSION (JAN 2016)

(a) 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 awarded under this contract whose dollar value exceeds \$150,000. Within ten business days of a written request from the Contracting Officer, or such longer time as the Contracting Officer 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 effort to comply with the aforementioned provisions. For purposes of this contract, “good faith effort” 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 other activity that could lead to those results.

(b) The documentation requested by the Contracting Officer to demonstrate “good faith effort” may include, but is not limited to, one or more of the following—

- (1) The total number of Contractor's employees, and the number of minority and women employees, by race, ethnicity, and gender (*e.g.*, an EEO-1);
- (2) A list of subcontract awards under the contract that includes: Dollar amount, date of award, and subcontractor's race, ethnicity, and/or gender ownership status;
- (3) Information similar to that required in paragraph (b)(1) of this clause, with respect to each subcontractor; and/or
- (4) The Contractor's plan to ensure that minorities and women have appropriate opportunities to enter and advance within its workforce, including outreach efforts.

(c) Consistent with Section 342(c)(3) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203) (Dodd-Frank Act), a failure to demonstrate to the Director of the Agency's Office of Minority and Women Inclusion 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, other contractual remedies, or referral to the Office of Federal Contract Compliance Programs (OFCCP). Compliance with this clause does not, however, necessarily satisfy the requirements of Executive Order 11246, as amended, nor does it preclude OFCCP compliance evaluations and/or enforcement actions undertaken pursuant to that Executive Order.

(d) 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 the Dodd-Frank Act.

(End of clause)

24.0 IRSAP 1052.239-9008 SECTION 508 INFORMATION, DOCUMENTATION AND SUPPORT (SEP 2006)

In accordance with 36 CFR 1194, Subpart D, the electronic information technology (EIT) products and product support services furnished in performance of this contract shall be documented to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board’s Electronic and Information Technology Accessibility Standards. At no time during the performance of the award shall the level of conformance go below the level of conformance in place at the time of award. At no additional cost, the contractor shall provide information, documentation, and support relative to the supplies and services as described in Attachment A. The contractor shall maintain this detailed listing of compliant products for the full contract term, including forms of extensions, and shall ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:

- (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.
- (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.
- (c) Support services for products shall accommodate the communication needs of end-users with disabilities.

(End of clause)

25.0 IRSAP 1052.239-9010 SECTION 508 CONFORMANCE (SEP 2006)

Each electronic and information technology (EIT) product and/or product related service delivered under the terms of this contract, at a minimum, shall conform to the applicable accessibility standards at 36 CFR 1194 at the level of conformance specified in Attachment A.

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

, Software applications and operating systems.

X_(a) X_(b) X_(c) X_(d) X_(e) X_(f) X_(g) X_(h) X_(i)
 X_(j) X_(k) X_(l)

 X_ , Web-based intranet and internet information and applications.

 X_(a) X_(b) X_(c) X_(d) X_(e) X_(f) X_(g) X_(h) X_(i)
 X_(j) X_(k) X_(l) X_(m) X_(n) X_(o) X_(p)

 1194.23, Telecommunications products.

 (a) (b) (c) (d) (e) (f) (g) (h) (i)
 (j) (k) - (k:1) (k:2) (k:3) (k:4)

 X_ 1194.24, Video and multimedia products.

 (a) (b) X_(c) X_(d) X_(e)

 1194.25, Self contained, closed products.

 (a) (b) (c) (d) (e) (f) (g) (h) (i) (j)

 194.26, Desktop and portable computers.

 (a) (b) (c) (d)

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

The following functional performance criteria (36 CFR 1194.31) apply to this contract.

 X_ (a) At least one mode of operations and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.

 X_ (b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.

 X_ (c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.

 X_ (d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.

X (e) At least one mode of operation and information retrieval that does not require speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.

X (f) At least one mode of operation and information retrieval that does not require fine motor or simultaneous actions and that is operable with limited reach and strength shall be provided.

(End of clause)

26.1 IRSAP 1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (NOV 2015)

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. The Assessing Official (e.g., Contracting Officer) will prepare a final performance evaluation at the time the work on the contract is completed. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract. (**If evaluations are conducted more or less than annually, modify the above sentence appropriately.)

The past performance evaluation process is a paperless process using Contractor Performance Assessment Reporting System (CPARS). CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluation past performance as part of a source selection action.

Once the Contractor is registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov>. The CPARS User Manual, registration for On Line Training for Contractors, and a practice application may be found at this site as well.

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

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

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

Several avenues still exist for the contractor to influence the review. First, the contractor may submit a comment after the 14-day period expires and the review has been posted to PPIRS. The contractor's late comments must be posted to PPIRS; however, the government's original report will still be available to all source selection officials. Although authorized, an agency is not required to modify its evaluation based upon a contractor's comments. Second, the contractor may appeal its review one level above the Contracting Officer to the Reviewing Official. Again, the appeal does not stop the 14 day reporting period and the original evaluation will be posted on PPIRS.

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

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

(End of Clause)

27.0 52.203-17 – CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

28.0 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

29.0 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor not less than 15 days before the BPA expires; 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 3 years.

(End of clause)

30.0 52.227-14 RIGHTS IN DATA—GENERAL (MAY 2014)

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

“Computer database” or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) *Means*

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

”Restricted computer software” means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.*

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright—*

(1) *Data first produced in the performance of this contract.*

- (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright in scientific and technical articles based on or containing data first produced in the

performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause or; if such data are restricted computer software, the Government shall acquire a copyright license as set forth in subparagraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) of this clause and use of the notices is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of this clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as a result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of such data, permission to have authorized notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or

(ii) Correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of Clause)

31.0 FAR 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)

32.1 52.246-25 LIMITATION OF LIABILITY—SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) of this clause, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that—

- (1) Occurs after Government acceptance of services performed under this contract; and
- (2) Results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

SECTION II:

PERFORMANCE WORK STATEMENT

Program Compliance Support Services

Housing Programs and TARP Financial Agents and Contractors

1.0 Background

The U.S. Department of the Treasury (Treasury) requires independent Contractors to provide program compliance support services in support of efforts under the Troubled Assets Relief Program (TARP). The TARP was created by the Emergency Economic Stabilization Act of 2008 (EESA or the Act). Through the TARP, Treasury aims to: (1) provide stability and prevent further disruption to the financial markets and banking system; (2) ensure mortgage availability and protect home values; and (3) protect taxpayers' interests. This acquisition will further the Treasury's mission of ensuring the safety and soundness of the U.S. Financial system and support the implementation of programs and initiatives under the Act. Various TARP programs were created to provide loans or equity investments to provide capital to failing financial institutions and automobile companies. Programs were designed to address specific distress TARP recipients, and include such programs as the Capital Purchase Program (CPP), which provided capital to financial institutions, and Housing programs, which created alternatives to foreclosures.

2.0 Objective and Scope

Treasury requires the Contractor to provide program compliance support services, specifically in the areas of executing a robust compliance management regime, in support of Treasury programs and processes in accordance with applicable laws, regulations, legal agreements, and business documents. The general scope of this requirement is to implement and execute program compliance for the Housing programs within TARP. Specific scope of the work requirements are defined as those items presented in Section 3.0 Task Areas. Because the Contractor may assist Treasury in responding to urgent economic circumstances, requirements are expected to involve extremely short deadlines.

Treasury plans to award at least one, no more than two, Blanket Purchase Agreement(s) (BPA) to firms that demonstrate the ability to successfully fulfill the requirements defined in this Performance Work Statement (PWS).

Contractors must submit an offer on all line items. If the Contractor fails to submit an offer on all line items, their proposal will be deemed "nonresponsive." The government may award one or more contract line items to a single Contractor. The government reserves the right to award individual line items to the Contractor that will provide the best value to the government in terms of capability in meeting the requirements of the task(s) required, taking into consideration the nature of the work, unique and/or specialized experience/skills/education, costs, and conflict of

interest considerations. Minimum and maximum order limitations will be specified for each Contractor awarded a BPA. In accordance with FAR 8.404 and 8.405, call orders will be awarded against the BPAs in accordance with FAR 8.405-3(c)(2). In the event there is a conflict of interest, the government will award the call order to the Contractor that does not have a conflict of interest.

3.0 Task Areas

Contractor shall support the following tasks or task areas related to the Housing programs under this PWS:

3.1 Hardest Hit Fund (HHF)

Expected activities include:

- Conduct reviews of state Housing Finance Agencies (HFA) activities for compliance with the HFA Participation Agreement, state HHF Program guidelines, and Treasury guidance (Florida and 19 other states, as needed).
- Assist in performing oversight activities of individual state HFA Program compliance, including analysis of financial reports.
- Areas addressed in the above reviews include:
 - Borrower eligibility
 - Application processing and document management
 - Payment processing, expenses, and income
 - Interaction with servicers
 - Reporting to Treasury or agents
 - IT general controls
 - Reconciliations
 - Evaluation of HFA's control environment
 - HFA Program close-out activities
 - HHF Blight Elimination Program requirements and activities
 - HHF Down Payment Assistance Program requirements and activities
- Assist in enhancing Treasury's compliance program practices, including developing work plans, testing procedures, and sampling strategies.

3.2 Making Home Affordable (MHA) – Housing Compliance

Expected activities include:

- Conduct Quality Assurance (QA) reviews of the work product (servicer reviews, planning, work papers, reports) produced by Treasury's Compliance Agent (MHA-C), related to the TARP MHA Programs.
- As part of the QA review process, provide review comments to MHA-C personnel to resolve identified issues.

- Coordinate with Treasury personnel to document and track work product (QA) progress.
- Attend informational and process update meetings, and work with Treasury personnel to gain a more in-depth knowledge of the MHA-C servicer compliance process.
- Work with Treasury personnel to conduct other work product related duties, as required.
- Assess changes to audit programs, policies, and procedures, as needed.
- Provide MHA-C program support, including testing and validating invoices.
- Provide accurate and complete data for records management.

3.3 Anti-Fraud Support for Housing Compliance

The work includes making vital anti-fraud decisions involving largely undefined issues that require probing, investigation, and analysis to determine the scope of the problem. The work requires continuing efforts by Contractor to address and resolve fraud issues that have implications on both external and internal stakeholders as they pertain to housing programs.

Expected activities include:

- Monitor websites and paid search results in Mark Monitor portal.
- Monitor daily Early Warning System (EWS) emails.
- Assist with preparation of trademark enforcements via cease and desist/demand letters to website registrants and notices to search engines, including de-conflicting with federal agencies.
- Follow-up activities on website enforcements to ensure compliance.
- Assist with investigations, including:
 - Review incoming allegations of TARP related fraud for investigative merit.
 - Search for active TARP related fraud schemes to investigate and refer to enforcement (e.g. SIGTARP).
 - Conduct investigative research and document findings, evidence, witness interviews, and conclusions in the Report of Investigation and supporting package or closing memorandum.
 - Communicate with law enforcement, regulatory agencies, and TARP program offices, as needed.
 - Review existing housing programs for potential fraud risks and potential methods to identify, investigate, and/or mitigate said risks.
- Anti-fraud unit records management – Maintain work products in SharePoint and other repositories, as needed.
- Prepare regular and special reports on the operation of fraud investigations.
- Assist with coordination of the appropriate offices to develop and provide appropriate briefing material for the Chief Compliance Officer, Office of Compliance, and the Assistant Secretary for OFS.

3.4 Financial Agents and Contractors

The work includes compliance reviews and oversight activities pertaining to TARP Financial Agents and Contractors. The work requires internal control and compliance assessments primarily pertaining to TARP Conflict of Interest requirements and disposition of TARP investments.

Expected activities include:

- Advise, design, develop, and/or enhance compliance activities and system applications in support of approaches and regimes for TARP recipients, Financial Agents, Contractors, or other identified third parties, which may include, but is not limited to, approaches, methodologies, tools (e.g., forensics), techniques, and reporting.
- Document and revise existing processes, procedures, controls, user support materials, and other supporting documentation.
- Implement, execute, and perform compliance activities in support of approaches and regimes for TARP recipients, Financial Agents, Contractors, or other identified third parties, which may include, but is not limited to: risk assessments, auctions, internal control reviews and assessments, audit services (e.g., financial and information technology), forensic analysis, program guidelines assessments, process and controls assessments, information technology and model evaluations, collecting data from multiple constituents, as needed by program regimes or in support of other compliance activities, running algorithms, models, analyzing data, performing surveillance activities, and providing data, data extracts, reconciliations, analysis, and reporting, as required.
- Advise, design, develop, execute, monitor, assess, and report on internal governance and processes; and provide related program management activities.

4.1 **Deliverables**

The Contractor shall deliver, based on a due date determined at the time of call order award, the items mentioned below. The format and frequency of the deliverables will be determined at the call order award level. However, examples are including, but not limited to, the following:

- Detailed Project Plan shall include the following: budget, task, start and end dates, responsible individuals, and indication of critical milestones. The Project Plan shall be submitted to the Contracting Officer (CO) ten (10) days after award of the Call.
- Bi-weekly Status Updates broken down by task shall be submitted to the Project Office Representative (POR) and the Contracting Officer's Representative (COR) the first two full weeks after award of the Call and may include accomplishments by individuals, issues, action plan to resolve issues, overall progress indicators, planned activities, and weekly burn rate analysis. Also, included may be conflicts of interest issues and/or the status of waiver requests, and any outstanding contract issues. This report may be

delivered and discussed in a bi-weekly status meeting.

- Monthly Status Report shall be submitted to the COR, current with submission of Contractor’s invoice, and the status for all tasks as of the end of the previous month. Such report shall describe, but is not limited to the:
 - Hours and dollars spent during the reporting period (month), including cumulative totals of each, a forecast of future costs through the next month, total estimated cost at completion;
 - Current Contractor and subcontractor personnel engaged;
 - Monthly transactions, accomplishments, conflicts of interest, challenges, and open issues;
 - Subcontracts, including socioeconomic category of subcontractor, and hours and dollars of work performed in the reporting period;
 - Government furnished property;
 - Required training;
 - Entry and exit dates of Contractor’s staff;
 - Contractor labor category;
 - On-site versus off-site; and/or
 - Part-time versus full-time.

DESCRIPTION	FREQUENCY
Contractor Monthly Status Report	By the 20 th day of each month
Monthly Invoice	By the 20 th day of each month

- Bank Review Reports for each review conducted by the due date included in the detailed project plan.
- Final report.
- Quality Assurance Surveillance Plan (QASP) in accordance with **Attachment 7**.
- Call order deliverables submitted to the Treasury’s LAN data repository, all documents in its original and final format (e.g. Word, Excel, PowerPoint, Project, Visio, etc.).

5.0 Quality Control

The Contractor shall develop and maintain an effective quality assurance control program, including, but not limited, to a written Quality Control Plan to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor’s quality control program is the means by which it assures itself that the work performed under the PWS complies with the requirements of the BPA. At a minimum, the Contractor shall develop written quality

control procedures that address the areas identified in the “Performance Requirements Summary Matrix” set forth herein. Once the Quality Control Plan has been approved by the CO in writing, changes to the Quality Control Plan can only be made after coordination with and written approval of the CO.

6.0 Quality Assurance

Treasury shall evaluate the Contractor’s performance under this BPA in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. Among other things, it defines how the performance standards will be applied and the frequency of surveillance. Individual QASPs for each order will be tailored to the requirements identified in the applicable Call.

7.0 Performance Requirements

The Performance Requirements Summary (PRS) Matrix applicable to this requirement is attached as **Attachment 8** (Table 1). The PRS Matrix states, the minimum acceptable quality levels (AQLs) for Detailed Project Plans and Budgets, Performance Summary, Bi-weekly Status Updates, Monthly Contract Status Reports, and other work products as identified in the deliverables section of the PWS.

8.0 Government-Furnished Property:

The Contractor shall provide all materials, equipment, support, and facilities to fulfill the terms and conditions of this procurement. Under certain circumstances, some equipment, support software, computer time, and facilities may be provided by the U.S. Government as specified in individual Calls.

9.1 Place of Performance

The Contractor will be expected to work at Contractor’s facilities or offsite locations as identified by the task area and in the Call. Contractor is expected to work at staffing levels required to ensure maximum effectiveness.

10.0 Key Personnel

The Contractor shall use key personnel for performance of the effort set forth under the PWS. In the event that one or more personnel are not available, or become unavailable, the Contractor shall furnish substitute personnel of equal or superior qualification. Key personnel substitutions shall be subject to approval of the CO.

- The Contractor shall assign persons whose resumes were submitted with its offer who are necessary to fill the requirements. No substitutions shall be made except in accordance with this clause.
- The Contractor shall not allow personnel substitutions unless the Contractor promptly notifies the CO, with a copy to the COR, and provides the information required in the succeeding paragraph. All proposed substitutions must be submitted, in writing, at least fifteen (15) business days in advance of the proposed substitutions to the CO, and provide the information required in the succeeding paragraph.
- All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the CO needed to approve or disapprove the proposed substitution. All proposed substitutions must have relevant qualifications that are equal or superior to the qualifications of the person(s) to be replaced. The CO, or an authorized representative, will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof.
- Key Personnel are defined as the Contractor's Project Manager and any Contractor responsible for supervising work under the Calls.

11.0 Security and Confidentiality

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

12.0 Contractor Personnel Security

12.1 Pre-Screening of Personnel and Removal of Unacceptable Personnel

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

- All applicable personnel shall be United States citizens or have lawful permanent resident status.
- All applicable personnel shall be subject to a National Agency Check, Law and Credit (NACLC) investigation in accordance with the Department of the Treasury Security

Manual (TD P 15-71). Applicable personnel shall not begin working until all security forms have been properly completed and submitted to the COR for processing, as follows:

- Completed fingerprint cards;
 - Non-disclosure Agreement, in accordance with **Attachment 1**;
 - Fair Credit Reporting Act Release;
 - SF 85-P, “Questionnaire for Public Trust Positions”; and
 - OF-306, “Declaration of Federal Employment”.
- Applicable personnel shall wear Treasury issued identification badges when working in Government facilities.
 - Applicable personnel who undergo NACLIC investigations that reveal, but are not limited to, the following may be unacceptable under this PWS: conviction of a felony, a crime of violence, or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The Government reserves the right to determine if a Contractor employee assigned to a task shall continue with the task. The Contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the NACLIC investigation requirement.

12.2 FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee’s employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor’s employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the

issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

13.0 Conflicts of Interest

13.1 The Treasury HAS NOT WAIVED any potential conflicts of interest as defined by the Federal Acquisition Regulation (FAR) or 31 C.F.R. Part 31. Further, the Contractor agrees that its relationship with the Treasury will be governed by the FAR, 31 C.F.R. Part 31, and this BPA. The Contractor agrees to negotiate in good faith concerning the inclusion of any different or additional conflict of interest policies and procedures that may be issued by the Treasury pursuant to Section 108(b) of the Emergency Economic Stabilization Act of 2008.

13.2 Prior to work being performed under any new Call, the Contractor shall prepare a detailed written explanation of all actual conflicts, potential conflicts, or matters that may present the appearance of a conflict under the FAR or 31 C.F.R. Part 31, and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to avoid or mitigate such conflicts. The Contractor's disclosure submission shall include, but is not limited, to the information specified in 31 C.F.R. § 31.211(b)(1) – (b)(6), and shall include at a minimum the following:

- The Contractor and any proposed or actual subcontractor's or consultant's relationship to any related entities as such term is defined in 31 C.F.R. § 31.201;
- The categories of troubled assets owned or controlled by the Contractor including any proposed or actual subcontractor or consultant, or any related entity of the Contractor, if the arrangement relates to the acquisition, valuation, disposition, or management of troubled assets;
- Information concerning all other business or financial interests of the Contractor including its proposed or actual subcontractors or consultants, or the related entities of the Contractor, that could conflict with the Contractor's obligations under the BPA;
- A description of all organizational conflicts of interest and potential conflicts of interest;
- A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents;
- A written detailed plan to mitigate all personal conflicts of interest, along with supporting documents; and
- A certification that the information provided to the Treasury in response to the above items is complete and accurate in all materials respects. Only after receiving this

information will the Treasury determines whether organizational conflicts of interest prevent the Contractor from consulting for the Treasury in the specific matter. The Contractor shall use **Attachment 2** (Initial Certification Format Organizational Conflicts of Interest [31 C.F.R. § 31.211]) of the BPA to comply with this requirement. Within the certification contained in **Attachment 2**, the statement that the information provided is '*complete and accurate in all material respects*' means to the best of the Contractor's knowledge based on a reasonable inquiry at the time of response submission.

13.3 Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with 31 C.F.R. Part 31 or Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including, but not limited to: (i) refusal to waive a conflict; (ii) termination of their BPA for default; (iii) debarment of the contractor from federal contracting; (iv) referral to the appropriate state licensing authorities; and/or (v) in appropriate cases, civil, or criminal actions.

13.4 It is solely within the discretion of the Treasury to determine whether or not a conflict of interest exists and whether any mitigation plan submitted by the Contractor avoids or mitigates a conflict. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred to another contractor or entity pursuant to the corrective actions listed above, the Contractor is expected to follow Treasury's policies and procedures and to cooperate fully in the orderly transfer of such matters.

13.5 In addition to complying with 31 C.F.R. Part 31 and any other applicable restrictions, the Contractor will: (1) not advise or provide services to any parties other than the United States in any matter that is the subject of a Call during the term of this BPA; (2) not represent any other client with respect to the same Troubled Asset Relief Program (TARP) for which it is providing compliance assistance to Treasury; and (3) have all staff assigned to work under this BPA receive conflicts and confidentiality training in consultation with the Treasury Office of Financial Stability (OFS) Compliance office. Individuals assigned to work under and during the term of this BPA shall not provide any services related to TARP to any party during the time the individual is performing work for Treasury. In addition, if the Contractor learns that a current client is participating in a TARP program, the Contractor will immediately notify Treasury prior to initiating any work concerning these programs.

13.6 ***No later than 10 business days after the effective date of this BPA***, or any new call order under this BPA or any revision to this BPA's anticipated work or any Call order's statement of work, the Contractor shall (i) obtain and review the submissions required by **31 C.F.R. § 31.212** for personal conflicts of interest, and (ii) certify in writing to the Treasury that all such individuals have no personal conflicts of interest, or are subject to a mitigation plan or waiver approved by the Treasury. The Contractor shall use **Attachment 4** of the BPA to comply with this requirement. Contractor agrees not to permit any such individual to perform work under the BPA or any Call with respect to any institution or related entities of such institution with which such individual has disclosed a personal conflict of interest pursuant to 31 C.F.R. § 31.212, absent obtaining the Treasury's prior consent. In making this determination, the Contractor may

rely on the information obtained pursuant to 31 C.F.R. § 31.212(b), unless the Contractor knows or should have known that the information provided is false or inaccurate.

13.7 Before the Contractor accepts a BPA, Call, or a modification to the BPA, the Contractor shall certify to the following:

- The Contractor is aware of the prohibitions or paragraph (a) of **31 C.F.R. § 31.216** and, to the best of its knowledge after making reasonable inquiry, the retained entity has no information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. R. § 31.216; and
- Each officer, employee, and representative of the Contractor who participated personally and substantially in preparing a bid, offer, proposal, or request for modification of the BPA after the date hereof has certified that he or she:
 - a. Is familiar with and will comply with the requirements of paragraph (a) of 31 C.F.R. § 31.216; and
 - b. Has no information of any violations or possible violations of paragraph (a) of 31 C.F.R. § 31.216, and will report immediately to the Contractor any subsequently gained information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216. The Contractor shall use **Attachment 3** of the BPA to comply with this requirement.

13.8 Before the Contractor accepts a Call, the Contractor shall sign a Call Certification and deliver it to the Treasury, prior to or simultaneously with the execution of each Call as provided by **Attachment 5** to certify that all organizational and personal conflicts of interest remain adequately mitigated. Each year that the Contractor has an open contract with the Treasury, the Contractor shall sign and deliver to the Treasury an Annual Certification as provided by **Attachment 9** to certify the continued effectiveness of its conflicts of interest mitigation plan with the Treasury.

13.9 The Contractor shall include this clause in all subcontracts, consultant agreements, and lower tier subcontractors unless a waiver is requested from, and granted by, the CO.

13.10 If the Treasury issues additional regulations or guidelines on conflicts of interest under the TARP Conflicts of Interest Final Rule – the Contractor and the Treasury will negotiate in good faith to include appropriate provisions in the Contractor’s Amended COI Mitigation Plan to address those additional regulations or guidelines.

ATTACHMENT 1

NON-DISCLOSURE AGREEMENT
Conditional Access to Nonpublic Information

I, _____, employee of _____ [Insert legal name of the contractor/Subcontractor in the blank] hereby consent to the terms of Contract Number _____ [Insert actual contract number in the blank] (“Contract”) between the U.S. Department of the Treasury (“Treasury”) and _____ [Insert Contractor’s Legal Name in the blank] (“Contractor”) in consideration of my being granted conditional access to certain United States Government nonpublic information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to nonpublic information, the Contractor [**and subcontractor, as appropriate and applicable**] and the Treasury have placed special confidence and trust in me, and I am obligated to protect this information from unauthorized disclosure, according to the terms of the Contract.
2. Nonpublic information refers to any information, provided to me by the Treasury or Contractor [**or subcontractor, as appropriate and applicable**] in connection with my authorized services to the Treasury, or that I obtain or develop in providing authorized services to the Treasury, other than information designated as publicly available by the Treasury in writing or that becomes publicly available from a source other than the Contractor [**or subcontractor, as appropriate and applicable**]. Nonpublic information includes but is not limited to information about the Treasury’s business, economic, and policy plans, financial information, trade secrets, information subject to the Privacy Act, personally identifiable information (PII) and sensitive but unclassified (SBU) information.
3. PII includes, but is not limited to, information pertaining to an individual’s education, bank accounts, financial transactions, medical history and other information which can be used to distinguish or trace an individual’s identity, including but not limited to social security numbers, date and place of birth, mother’s maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. This definition includes information that the loss, misuse, or unauthorized access to or modification or could adversely affect the privacy that individuals are entitled to under the Privacy Act.
4. SBU information is any information where the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the conduct of Federal programs. This definition includes trade secret or other information protected under the Trade Secrets Act, and may include other information designated by the Treasury or as defined by other Federal Government sources.

5. I am being granted conditional access to nonpublic information, contingent upon my execution of this Agreement, to provide authorized services to the Treasury.
6. I agree to comply with the requirements of 31 C.F.R. § 31.217(b), and except as set forth in paragraph 14 below, I shall never divulge any nonpublic information provided to me pursuant to this Agreement to any third party, unless I have been advised in writing by the Contractor **[and/or subcontractor, as appropriate and applicable]** and/or the Treasury that such party is authorized to receive it.
7. I will submit to the Treasury for security review, prior to any submission for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtain during the course of my work in connection with the Treasury. I hereby assign to the Federal Government all rights, royalties, remunerations and emoluments that have resulted or will result or may result from any disclosure, publication, or revelation of nonpublic information not consistent with the terms of this Agreement.
8. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of nonpublic information could compromise the security of individuals, the Contractor **[and subcontractor as appropriate and applicable]** and the Treasury
9. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to nonpublic information. Further, violation of the terms and conditions of this Agreement may result in the Contractor **[and/or subcontractor, as appropriate and applicable]** and/or the United States taking administrative, civil or any other appropriate relief.
10. I understand that the willful disclosure of information to which I have agreed herein not to divulge may also constitute a criminal offense.
11. Unless I am provided a written release by the Treasury from this Agreement, or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on _____ **[Insert actual contract number in the blank]**, and at all times thereafter.
12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
13. I understand that the Treasury may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
14. I understand that if I am under U.S. Congressional or judicial subpoena, I may be required by law to release information, and that pursuant to 31 CFR § 31.217(b)(1), I shall provide prior notice to Treasury of any such disclosure or release.

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Name:

Date:

ATTACHMENT 2

INITIAL CERTIFICATION FORMAT ORGANIZATIONAL CONFLICTS OF INTEREST [31 C.F.R. § 31.211]

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] (“Contractor”), and I certify that the information provided by the Contractor to the Treasury regarding organizational conflicts of interest in accordance with 31 C.F.R. §31.211 is complete and accurate in all material respects. In accordance with 31 C.F.R. § 31.211, prior to the award of a relevant contract the Contractor is required to provide Treasury with sufficient information to evaluate any organizational conflicts of interests, which information shall include:

1. The Contractor’s, any proposed subcontractor’s or consultant’s’ relationship to any related entities as such term is defined in 31 CFR § 31.201;
2. The categories of troubled assets owned or controlled by the Contractor, any proposed subcontractor or consultant, or any related entity of the Contractor or its proposed subcontractors or consultants, if the contract relates to the acquisition, valuation, disposition, or management of troubled assets;
3. Information concerning all other business or financial interests of the Contractor, its proposed subcontractors or consultants, or the related entities of the Contractor or its proposed subcontractors or consultants, which could conflict with the Contractor’s obligations under the contract;
4. A description of all organizational conflicts of interest and potential conflicts of interest;
5. A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
6. A certification that the information provided to the Treasury in response to the above items is complete and accurate in all material respects.

The Contractor understands and agrees to comply with its obligation to:

- During the term of any resultant contract and pursuant to 31 CFR § 31.211(f), continually search for any potential organizational conflict of interest and report any potential organizational conflict of interest to the TARP Chief Compliance Officer within five (5) business days after learning of such potential organizational conflict;
- Retain the information needed to comply with 31 C.F.R. § 31.211 and to support the certifications required by 31 C.F.R. § 31.211 during the term of any resultant contract and for three (3) years following termination or expiration of the such contract, and make such information available to Treasury upon Treasury’s request pursuant to 31 CFR § 31.211(h); and
- Maintain a compliance program designed to detect and prevent violations of federal securities laws and organizational conflicts of interest, if the contract is for the acquisition, valuation, management, or disposition of troubled assets.

I confirm, on behalf of the Contractor, that the Contractor will make information supporting this Certification available to Treasury upon request.

[Name of Contractor]

By:

[Provide signature, name, and title of Authorized Officer of the Contractor]

Date

ATTACHMENT 3

INITIAL CERTIFICATION FORMAT COMMUNICATIONS WITH TREASURY EMPLOYEES [31 C.F.R. § 31.216]

“I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] (“Contractor”). The Contractor has obtained certifications regarding 31 C.F.R. § 31.216 from each proposed subcontractor or consultant and each officer, employee, and representative of the Contractor or any proposed subcontractor or consultant who participated personally and substantially in preparing and submitting the proposal.

In accordance with 31 C.F.R. § 31.216(a), during the course of any process for selecting the awardee of an applicable government procurement (at the BPA or Call Order level), the Contractor, its proposed subcontractors and consultants, and the representatives of the Contractor and its proposed subcontractors and consultants shall not:

- directly or indirectly make any offer or promise of future employment or business opportunity to, or engage directly or indirectly in any discussion of future employment or business opportunity with, any Treasury employee with personal or direct responsibility for that procurement;
- offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other thing of value to any Treasury employee, except as permitted by Government-Wide Ethics Rules, 5 C.F.R. Part 2635; or
- solicit or obtain from any Treasury employee, directly or indirectly, any information that is not public and was prepared for use by Treasury for the purpose of evaluating an offer, quotation, or response to enter into an arrangement.

Based on the Contractor’s reasonable knowledge and review of the aforementioned certifications, the BPA or certifies that:

1. The Contractor, along with each proposed subcontractor or consultant and all aforementioned officers, employees and representatives, are aware of the prohibitions set forth in 31 C.F.R. § 31.216(a);
2. The Contractor, along with each proposed subcontractor or consultant, to the best of their knowledge after making a reasonable inquiry, have no information concerning a violation or possible violation of 31 C.F.R. § 31.216(a);
3. Each aforementioned officer, employee and representative has no information concerning a violation or possible violation of 31 C.F.R. § 31.216(a); and
4. Each aforementioned officer, employee, and representative will comply with the requirements of 31 C.F.R. § 31.216(a) and will report immediately to the Contractor any information that is gained subsequent to the execution of his/her certification, which concerns a violation or possible violation of 31 C.F.R. § 31.216(a).

I confirm, on behalf of the Contractor, that the Contractor will make information supporting this Certification available to Treasury upon request.

[Name of Contractor]

By: [Provide signature, name, and title of authorized officer of the Contractor]

Date:

ATTACHMENT 4

INITIAL CERTIFICATION FORMAT PERSONAL CONFLICTS OF INTEREST [31 C.F.R. § 31.212] and NONDISCLOSURE [31 C.F.R. § 31.217]

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] (“Contractor”). As required pursuant to 31 C.F.R. § 31.212(b), “key individuals” (including subcontractors and consultants, where applicable), as those terms are defined in 31 C.F.R. § 31.201, prior to performing work for the Treasury under the [Insert Contract Number], have provided written information to the Contractor regarding their personal, business and financial relationships, as well as those of their spouses, minor children and other family members with whom they have a close personal relationship that would cause a reasonable person with knowledge of the relevant fact to question the individual’s ability to perform, his/her objectivity or judgment in such performance, or his/her ability to represent the interests of the Treasury. Such key individuals have also certified that they will comply with the requirements in 31 C.F.R. § 31.217(b).

Based on the Contractor’s reasonable knowledge and review of the above information provided by such key individuals, I certify that such key individuals performing work for Treasury [check the one that applies]:

Do not have personal conflicts of interest, or
 Any and all personal conflicts of interest have been neutralized by mitigated measures under the written mitigation plan approved by Treasury or have been waived by Treasury.

The nature of any waived personal conflicts and the date the Treasury approved any such waiver(s) is described below, if applicable:

[Insert description if applicable]

The Contractor understands its obligation to:

- Adopt and implement procedures designed to discover, monitor and report personal conflicts of interest on a continuous basis pursuant to 31 C.F.R. § 31.212(f),
- Report any personal conflict of interest within five (5) business days after learning about such conflict to the TARP Chief Compliance Officer pursuant to 31 C.F.R. §31.212(g),
- Ensure that all key individuals performing work under the contract have no personal conflicts of interest unless mitigation measures have neutralized the conflict or Treasury has waived the conflict pursuant to 31 C.F.R. § 31.215; and
- Retain information needed to comply with 31 C.F.R. § 31.212 and to support the certifications required by 31 C.F.R. § 31.212 for three (3) years following termination or expiration of the contract, and make such information available to Treasury upon Treasury’s request pursuant to 31 C.F.R. §31.212(h).

I confirm, on behalf of the Contractor, that the Contractor will make information supporting this Certification available to Treasury upon request.

[Name of Contractor]

By:

[Provide signature, name, and title of authorized officer of the Contractor]

Date:

ATTACHMENT 5

TARP CONFLICTS OF INTEREST REGULATIONS

CALL ORDER CERTIFICATION FORMAT

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

_____ No revisions/amendments are required to the Plan or;

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

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

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

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

_____ Do not have personal conflicts of interest, or

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

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

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

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

[Name of Contractor]

By: _____

Name: _____

Title: _____

Date: _____

**ATTACHMENT 6
MONTHLY STATUS REPORT**

Date: Enter Date
Reporting Period: Enter Date

Contract Information

Contractor Name: Click here to enter Title

Description of requirement: Click here to enter text.

COTR (Government POC): Click here to enter COTR Name

BPA/Call Order Number

Enter BPA Number (Enter each call order as a separate entry)

Period of Performance (excluding options)

Enter Date from - to

Reporting Period Update

BPA cost summary

Current BPA Obligations: Enter value

Costs incurred through end of previous month: Enter value

Costs incurred through end of current month reporting period (month/day): Enter value

Projected cost – next reporting period: Enter value

Remaining funds on contract/order: Enter value

Projected Cost at Order completion: Enter value

Were any conflicts of interest identified during current reporting period: If so, please explain.

Are there any issues completing the BPA within the schedule with available funds and?
YES/NO

If YES, discuss issues: Click here to enter text.

Performance & Deliverables

Describe key transaction during this reporting period.

Enter text

List deliverables produced during this reporting period.

Enter text

Describe significant accomplishments during this reporting period.

Click to enter text

Describe significant challenges during this reporting period.

Enter text

Subcontracts

List subcontractors performing during this period & incurred costs

Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value

Small Business Subcontracting

What actions have you taken to achieve the goals set forth in your subcontracting plan (if applicable) during this reporting period?

Enter text

Is your company on track to achieve its Small Business Subcontracting goals and objectives?
YES/NO

If NO, discuss efforts to increase your level of Small Business Subcontracting:

Enter text.

Include the following Attachments (if required)

Attachment A: List Government Furnished Property on this BPA.

Attachment B: List all contractor personnel including labor category that worked on this BPA during the current reporting period.

ATTACHMENT 7
QUALITY ASSURANCE SURVEILLANCE PLAN
(QASP)

1.1 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Department of the Treasury (Treasury) will use in evaluating the technical performance of the Contractor.

1.2 PURPOSE

1.1 The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards identified in the PWS.

1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the Contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

2.1 ROLES AND RESPONSIBILITIES

2.2 The Contracting Officer (CO) is responsible for monitoring contract compliance, contract administration, and cost control; and resolving any differences between the observations documented by the user/customer (hereinafter the Program Officer Representative (POR)) and submitted to the Contracting Officer's Representative regarding the Contractor's performance.

2.3 The CO will designate one full-time COR as the Government authority for performance management.

2.4 The COR is responsible for monitoring, assessing, and communicating the technical performance of the Contractor.

3.0 IDENTIFICATION OF SERVICES TO BE PERFORMED

The Contractor shall provide Program Compliance support in accordance with the PWS. The performance standards are established in the PRS section of the PWS for this task. The acceptable level of performance is set in the acceptable quality level related to that section.

4.1 METHODOLOGIES TO MONITOR PERFORMANCE

4.2 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate Contractor performance. The primary methods of surveillance are reports and customer input/feedback. The Government will use appointed representatives, as well as reports and input from users/customers as sources of comments on the Contractor's performance.

4.3 The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of professional communication between employees and customers is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints. Performance management drives the Contractor to be customer focused through initially addressing user/customer complaints and investigating the issues and/or problems.

NOTE: The user/customer (POR) always has the option to communicate complaints to the COR as opposed to the Contractor. The COR will accept the customer complaints and will investigate.

4.4 The acceptable quality levels (AQL), located in the PRS Matrix (Attachment 2 Table I) of this PWS for Contractor performance, are structured to allow the Contractor to manage how the work is performed. Specific tasks subject to surveillance are identified in the PRS Matrix.

5.0 QUALITY ASSURANCE REPORTING

Performance standards and measurements are outlined in the PWS. The POR will monitor and document the Contractor's performance and will submit written reports to the COR to retain in the contract file.

6.1 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

6.2 At the end of each month, the POR will prepare a written report for the CO and COR summarizing the overall results of the quality assurance monitoring of the Contractor's performance. This written report consists of the Contractor's submitted monthly progress report and POR's performance evaluations/records, and will become part of the Quality Assurance (QA) documentation.

6.3 The CO may require the Contractor's project manager, or a designated alternate, to meet with the CO and other Government personnel as deemed necessary to discuss performance evaluation. The COR will define a frequency of in-depth reviews with the Contractor, however if the need arises, the Contractor will meet with the CO as often as required or per the Contractor's request. The agenda of the reviews may discuss, among other things, the following:

- Monthly performance measured by the metrics and trends;
- Issues and concerns of both parties;
- Projected outlook for upcoming months and progress against expected trend;
- Recommendations made by the COR based on Contractor information; and

- Issues arising from independent reviews and inspections.

6.4 The COR will use the information contained in the POR's QA reports and Contractor's monthly report to assess the Contractor's level of performance for each objective measured in this QASP. The COR must coordinate and communicate with the Contractor to resolve issues and concerns of marginal or unacceptable performance. The Contractor will discuss with the CO/COR satisfaction ratings receiving a "less than acceptable" rating. Note, "less than acceptable" ratings will result when the Contractor fails to meet the AQLs for each performance objective as set forth in the PRS Matrix section of the PWS. For such cases, the Contractor should highlight its perspective on factors driving customer satisfaction and present plans to adjust service levels accordingly to bring the satisfaction rating up to an acceptable level.

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

7.1 FAILURE TO PERFORM

7.2 In cases where the Contractor fails to meet an AQL, the Contractor shall perform the applicable remedy set forth in the Performance Requirements Summary section of the PWS.

7.3 The Contractor may be terminated based on failure to perform. The following criteria apply for determining appropriate action:

- Notifications. Consistent with FAR Part 49, the CO shall notify the service provider of failure to meet standards through QA monitoring records, cure notices, or show cause notices and shall inform the service provider project manager or designated alternate of such notices.
- Termination. If the CO determines that the Contractor has failed to perform to the extent that a termination for default is justified, the CO shall issue a notice of termination, consistent with FAR Part 49.

PERFORMANCE REQUIREMENTS SUMMARY

TABLE 1

Performance Objective	Standard Performance	Acceptable Quality Levels	Government Surveillance	Remedy
Detailed Project Plan	Project Plan shall identify the budget, specific tasks, due dates, responsible individuals, and critical deliverables	Completeness – no more than 5% of major tasks omitted from the final Project Plan	100% review	Government will provide comments and questions to the Contractor, Contractor will address comments and questions until deliverable is acceptable to include producing additional draft deliverables at no additional cost to the Government. Outstanding or unacceptable performance will be documented in the Past Performance Assessment (CPARS).
Monthly Performance Summary	Contractor shall submit a performance plan identifying how the overall progress against the Project Plans. This is to be delivered no later than the close of business of the tenth business day of the following month	Accuracy – No more than 5% of the proposed level of effort for the task areas identified in the final Project Plans are exceeded. Timeliness – No more than 2% of the tasks identified in the Project Plans are delivered and/or performed after the due date.	100% review	Government will provide comments and questions to the Contractor. Contractor will address comments and questions until deliverable is acceptable to include producing additional draft deliverables at no additional cost to the Government. Outstanding or unacceptable performance will be documented in the Past Performance Assessment (CPARS).

<p>Monthly Status Report</p>	<p>Contractor shall submit a monthly Status Report. This report will be discussed at a monthly status meeting and delivered to the CO and COR at a TBD time after award. A sample monthly status report is will be included with the award.</p>	<p>Accuracy – No more than 5% of the proposed level of effort for the task areas identified in the final Project Plans are exceeded.</p> <p>Completeness – No more than 5% omission rate.</p> <p>Timeliness – No more than 2% are delivered after the due date.</p>	<p>100% review</p>	<p>Government will provide comments and Contractor will reconcile or incorporate all comments until deliverable is acceptable to include producing additional draft deliverables at no additional cost to the Government.</p> <p>Outstanding or unacceptable performance will be documented in the Past Performance Assessment (CPARS).</p>
<p>Project Deliverables</p>	<p>Contractor shall submit deliverables by the due date included in the detailed project plan.</p>	<p>Accuracy – No more than 5% of submitted deliverables require re-submission following Government review.</p> <p>Completeness – No more than 5% omission rate.</p> <p>Timeliness – No more than 2% are delivered after the due date.</p>	<p>100% review</p>	<p>Government will provide comments and Contractor will reconcile or incorporate all comments until deliverable is acceptable to include producing additional draft deliverables at no additional cost to the Government.</p> <p>Outstanding or unacceptable performance will be documented in the Past Performance Assessment (CPARS).</p>

<p>Additional project management related reports</p>	<p>Contractor shall submit other project management related reports as defined by the COR</p>	<p>Accuracy – No more than 5% of the proposed level of effort for the task areas identified in the Project Plans are exceeded.</p> <p>Completeness – No more than 5% omission rate.</p> <p>Timeliness – No more than 2% are delivered after the due date.</p>	<p>100% review</p>	<p>Government will provide comments and questions to the Contractor. Contractor will address comments and questions until deliverable is acceptable to include producing additional draft deliverables at no additional cost to the Government.</p> <p>Outstanding or unacceptable performance will be documented in the Past Performance Assessment (CPARS).</p>
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ATTACHMENT 9

TARP CONFLICTS OF INTEREST REGULATIONS

ANNUAL CERTIFICATION FORMAT

Open contracts: [provide list of open/current contracts here]

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

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

- During the period of the certification, the existing mitigation plan and associated processes [select one that applies]:
 - _____ Were effective, and did not require any revisions to identify, disclose and mitigate any actual or potential organizational conflicts of interest, unless specific organizational conflict(s) has been waived by Treasury as required under 31 C.F.R. § 31.211(a) (Please provide a listing of all waived organizational conflicts including the date of the waiver in Appendix B), or
 - _____ Were effective, and did not require any revisions to mitigate actual or potential organizational conflicts of interest that have been discovered before or during the certification period, except for any organizational conflicts of interest listed in Appendix C. The Mitigation Plan and associated processes to mitigate organizational conflicts of interest have been or will be revised (based on management’s assessment and with the Treasury’s approval) to mitigate the organizational conflicts listed in Appendix C. (Please provide in Appendix C a detailed description of discovered organizational conflicts, together with any Treasury-approved revision to the Mitigation Plan,).
- Key individuals (including members of the Financial Agent Group, where applicable) performing work for the Treasury, as listed in Appendix D, have provided information as required in 31 C.F.R. § 31.212(b), for the above period, regarding their personal, business and financial relationships, as well as those of their spouses, minor children and close family members and [select one that applies]:
 - _____ Do not have personal conflicts of interest, or
 - _____ Identified personal conflicts of interest have been mitigated by the existing plan or the existing mitigation plan has been or will be revised to mitigate identified personal conflicts based on management’s assessment (Please provide a detailed description of identified personal conflicts and attach the revised mitigation plan in Appendix E), or

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

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

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

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

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

Appendix B

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

Nature of Waived Organizational Conflict	Date of Waiver

Appendix C

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

Detailed Description of Identified Organizational Conflicts

APPENDIX D

Please list the names, titles and responsibilities of all key individuals, including subcontractors and members of the Retained Entity, if applicable, and indicate whether there have been any changes to this list during this annual certification period. Please indicate when the subcontractors were on-boarded and exited the BPA.

Appendix E

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

Detailed Description of Identified Personal Conflicts

Appendix F

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

Nature of Waived Personal Conflict	Date of Waiver