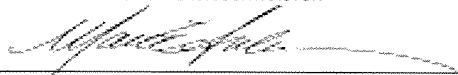
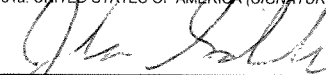


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF 1 43	
2. CONTRACT NO. TOFS-10-B-0007		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PEGGY WRIGHT			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISIONS 1500 PENNSYLVANIA AVENUE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220			CODE TDP	10. THIS ACQUISITION IS ☒ UNRESTRICTED OR NAICS: SIZE STANDARD:			SET ASIDE: % FOR: SMALL BUSINESS HUBZONE SMALL BUSINESS SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS EMERGING SMALL BUSINESS SOLE SOURCE 8(A)
11. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS MARKED 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		CODE		16. ADMINISTERED BY OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE.,N.W. WASHINGTON DC 20220		14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP	
17a. CONTRACTOR/ OFFEROR ERNST & YOUNG LLP 1101 NEW YORK AVENUE NW WASHINGTON DC 20005-4213		CODE 095347159	FACILITY CODE	18a. PAYMENT WILL BE MADE BY As Indicated On Each Call		CODE TDP	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-23F-8152H Blanket Purchase Agreement for Program Compliance Support Services as per the attached Statement of Work. Period of Performance: 07/20/2010 to 07/19/2015 (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
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.	
X 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						X ARE ARE NOT ATTACHED.	
X 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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 HEREIN.				29. AWARD OF CONTRACT REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Marc Andersen, Principal		30c. DATE SIGNED July, 22 2010		31b. NAME OF CONTRACTING OFFICER (Type or print) JOSHUA F. GALICKI		31c. DATE SIGNED 7/22/10	
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE						STANDARD FORM 1449 (REV. 3/2005) Prescribed by GSA - FAR (48 CFR) 53.212	

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☐ INSPECTEDACCEPTED, 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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ FINAL

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 (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Program Compliance Services

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SECTION I:

PERFORMANCE WORK STATEMENT

Program Compliance Services

1.0 Background

The U.S. Department of the Treasury (Treasury) requires independent contractors to provide program compliance support services, primarily in support of efforts under the Troubled Assets Relief Program (TARP), although it may also be in support of other Treasury Offices and/or Bureau efforts besides 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.

2.0 Objective and Scope

Treasury requires independent contractors to provide program compliance support services, specifically in the areas of designing, implementing, maintaining, and executing a robust compliance management regime in support of Treasury programs and processes in accordance with applicable laws, regulations, legal agreements, and business documents.

Work requirements will be defined in individual task orders. Because the Contractor will assist Treasury in responding to urgent economic circumstances, task orders are expected to involve extremely short deadlines.

3.0 Task Areas

Treasury anticipates that the following tasks or task areas will be awarded under this BPA through the issuance of one or more task orders:

- Advising, designing, developing, and/or enhancing compliance activities and system applications in support of approaches and regimes for TARP recipients, agents, contractors, or other identified third parties, which may include but is not limited to:

approaches, methodologies, tools (e.g., forensics), techniques, reporting, algorithms, models (including but not limited to trading and financial), and databases;

- Documenting and revising existing processes, procedures, controls, user support materials and other supporting documentation;
- Implementing, executing, and performing compliance activities in support of approaches and regimes for TARP recipients, agents, contractors, or other identified third parties, which may include but is not limited to: risk assessments, 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, and analyzing data, performing surveillance activities, and providing data, data extracts, reconciliations, analysis, and reporting as required; and
- Advising, designing, developing, executing, monitoring, assessing, and reporting on internal governance and processes; and providing related program management activities.

Treasury may also issue other task orders within the general scope of this BPA. The specific services to be performed by the Contractor will be defined in individual task orders.

In each case, Contractor shall provide a schedule to deliver documentation that is acceptable to the Contracting Officer Technical Representative (COTR). Contractor will provide documentation including terms and conditions in form and substance satisfactory to COTR.

The requirements of this BPA are not limited to being in support of only efforts under TARP, but may also be in support of other Treasury Offices' and/or Bureaus' compliance programs.

Deliverables

The Contractor shall deliver to the COTR, on a monthly or ad hoc basis, as required by Treasury, such reports including, but not limited to:

- Monthly Contract Status Report - This report shall detail whether the Contractor is meeting the deadlines and targets set for deliverables under the BPA; see Section I, Provision 10.0, entitled "Monthly Contract Status Report".

- Ad Hoc Reports - These reports shall be performed on an as-needed basis as specified in the specific task orders; and
- Other Reports as specified in the specific task orders.

All other future deliverables will be in accordance with the scope of work and objectives identified in any resulting task orders issued against the BPA.

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 BPA complies with the requirement of the contract. 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 Contracting Officer in writing, changes to the Quality Control Plan can only be made after coordination with and written approval of the Contracting Officer.

Quality Assurance

Treasury shall evaluate the Contractor's performance under this BPA in accordance with the Quality Assurance Surveillance Plan (QASP) (Attachment 7). 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, the frequency of surveillance. Individual QASPs for each task order will be tailored to the requirements identified in the applicable task order.

Performance Requirements Summary Matrix

Two (2) tables are set forth below. Table 1 is a Performance Requirements Summary Matrix applicable to any BPA awarded pursuant to this solicitation and all task orders issued there under. Table 1 states, among other things, the minimum acceptable quality levels (AQLs) for Monthly Contract Status Reports. Table 2 outlines the overall general types of cells to be included in the Performance Requirements Summary Matrix contained in a task order issued under the BPA. Table 2 is not exclusive, and additional and or different cells may be included in the Performance Summary Matrix contained in a task order issued under the BPA. Individual

task orders will set forth the clear, specific and objective performance standards, measurable outcomes, and AQLs applicable to the task order.

TABLE 1

Performance Standard Objective Performance	Acceptable Government Quality Levels	nt Surveillance	Remedy
Monthly Contract Status Report	Contractor shall submit a report no later than the 15th of each month for the previous month containing all the information described in Section 10 of the BPA. Accuracy – No more than 5% of submitted reports require re-submission following Government review. Completeness – No more than 5% omission rate. Timeliness – 98% of reports submitted by the required due date.	100% review	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.

TABLE 2

Performance Standard Objective Performance	Acceptable Government Quality Levels	nt Surveillance	Remedy
Define Program Compliance Requirements	The Contractor's submitted reports or other documentation represents compliance requirements as defined by applicable laws, regulations, legal agreements, and business documents. - Completeness – TBD at the task order level. - Timeliness - TBD at the task order level.	Government Project Manager performs a review of all report submittals with comments and feedback provided.	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.

Design Program Compliance Activities to Support Requirements	The Contractor's submitted reports or other documentation represents a compliance program design that supports the compliance requirements.	- Completeness - TBD at the task order level. - Timeliness - TBD at the task order level.	Government Project Manager performs a review of all report submittals with comments and feedback provided.	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.
Document Policies & Procedures	The Contractor's submitted reports or other documentation represents the policies and procedures followed or that need to be followed to support the processes within Treasury.	- Accuracy - TBD at the task order level. - Completeness - TBD at the task order level. - Timeliness - TBD at the task order level.	Government Project Manager performs a review of all report submittals with comments and feedback provided.	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.
Implement & Monitor Compliance Regime	The Contractor's submitted reports or other documentation represents the implementation and monitoring of the compliance program.	- Accuracy - TBD at the task order level. - Completeness - TBD at the task order level. - Timeliness - TBD at the task order level.	Government Project Manager performs a review of all report submittals with comments and feedback provided.	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.

Monitor Internal Governance & Processes	The Contractor's submitted reports or other documentation represents the support provided for internal monitoring.	- Accuracy - TBD at the task order level. - Completeness - TBD at the task order level. - Timeliness - TBD at the task order level.	Government Project Manager performs a review of all report submittals with comments and feedback provided.	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.
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4.0 Conflicts Of Interest

4.1 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 contract. 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.

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

- The Contractor and any proposed or actual subcontractor's or consultant's relationship to any related entities as such term is defined in 31 C.F.R. § 31.201;
- The categories of troubled assets owned or controlled by the Contractor including any proposed or actual subcontractor or consultant, or any related entity of the Contractor, if the arrangement relates to the acquisition, valuation, disposition, or management of troubled assets;

- Information concerning all other business or financial interests of the Contractor including its proposed or actual subcontractors or consultants, or the related entities of the Contractor, that could conflict with the Contractor's obligations under this 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 determine whether organizational conflicts of interest prevent the Contractor from consulting for the Treasury in the specific matter. The Contractor shall use Attachment 2 of this 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.
- 4.3 Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with 31 C.F.R. Part 31 or Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (i) refusal to waive a conflict; (ii) termination of this BPA for default; (iii) debarment of the contractor from federal contracting; (iv) referral to the appropriate state licensing authorities; and/or in appropriate cases (v) civil or criminal actions.
- 4.4 It is solely within the discretion of the Treasury to determine whether or not a conflict of interest exists and whether any mitigation plan submitted by the Contractor avoids or mitigates a conflict. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred to another contractor or entity pursuant to the corrective actions listed above, the Contractor is

expected to follow Treasury policies and procedures and to cooperate fully in the orderly transfer of such matters.

- 4.5 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 task order 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 this during the term of this BPA shall not provide any services related to the 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.
- 4.6 No later than 10 business days after the effective date of this BPA, or any new task order under this BPA or any revision to this BPA's anticipated work or any task order's statement of work, the Contractor shall (i) obtain and review the submissions required by 31 C.F.R. § 31.212 for personal conflicts of interest, and (ii) certify in writing to the Treasury that all such individuals have no personal conflicts of interest, or are subject to a mitigation plan or waiver approved by the Treasury. The Contractor shall use Attachment 3 of this BPA to comply with this requirement. Contractor agrees not to permit any such individual to perform work under this BPA or any task order with respect to any institution or related entities of such institution with which such individual has disclosed a personal conflict of interest pursuant to 31 C.F.R. § 31.212, absent obtaining the Treasury's prior consent. In making this determination, the Contractor may rely on the information obtained pursuant to 31 C.F.R. § 31.212(b), unless the Contractor knows or should have known that the information provided is false or inaccurate.
- 4.7 Before the Contractor accepts a contract, task order, or a modification to this 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. § 31.216; and

- Each officer, employee, and representative of the Contractor who participated personally and substantially in preparing a bid, offer, proposal, or request for modification of this 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 4 of this BPA to comply with this requirement
- 4.8 Before the Contractor accepts a task order, the Contractor shall use Attachment 5 to certify that all organizational and personal conflicts of interest remain adequately mitigated.
- 4.9 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 Contracting Officer.
- 4.10 If the Treasury issues additional regulations or guidelines on conflicts of interest under the TARP – including the Final Rule on TARP Conflicts of Interest contemplated by the Interim Conflict of Interest (COI) Rule – the Contractor and the Treasury will negotiate in good faith to include appropriate provisions in Contractor’s Amended COI Mitigation Plan to address those additional regulations or guidelines.

5.0 Task Orders and the Task Order Process

All work to be performed under this BPA will commence with the issuance of task orders as requirements within the scope of the BPA. This process will commence with the submission of a request for task order 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, measurable outcomes, and AQLs that will be applicable to the task order. Furthermore, individual QASPs, which are based upon the one contained in the BPA, will be tailored to the requirements identified in each task order. Elements of the Contractor’s proposal may be incorporated into any resulting task order.

The Contractor will submit a response to the Contracting Officer or the Contract Specialist set forth in the task order request for proposals by the requested due date for a task order proposal. The Contractor's response shall include a proposed project plan, narrative describing the approach to meet the requirements and AQLs contained in the PWS, identify key personnel and any resources to be utilized, identify any conflicts of interest for performing the work, and include a detailed breakdown of pricing consistent with the rates established in Section II of the BPA. Upon submission of a task order proposal for the requirement by the Contractor, the Treasury will evaluate the proposal to ensure that all Treasury requirements have been met.

Task orders will be in writing and will be issued by the Contracting Officer to include a PWS and Performance Requirements Summary Matrix that defines Treasury's task order requirement(s).

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

Task orders will either be firm-fixed-price, or labor hour.

Task orders will be competed among all BPA holders, unless an exception applies as per FAR 8.405-6. If conducting task order competitions, competing BPA holders will be asked to identify any conflicts of interest for performing the task order work, any unique qualifications the firm may have to perform the work, and proposed reductions (if any) to the labor rates set forth in their respective BPAs. In some instances, Treasury may require expedited responses from BPA holders so as perform work that is imminently needed. Treasury will award to one or more competing BPA holders based on a best value determination, considering each offeror's conflicts of interest for the work, unique qualifications to perform the work, quality of prior work previously performed under the BPA, and proposed pricing. Technical merit will be considered more important than price. After making a best value determination, Treasury will notify the competing BPA holders of the task order award decision.

6.0 Travel and Per Diem

- 6.1 Travel expenses shall only be applicable to orders performed on a Labor Hours basis. All task orders issued on a Firm Fixed Price basis shall include any required travel within the fixed price. All travel must be approved in advance by the COTR.
- 6.2 For Labor Hour task orders, 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.

6.3 As a general rule, local travel will not be reimbursed under this BPA. 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.

7.0 Place of Performance

It is anticipated that all work performed under this BPA shall be done at Treasury facilities located in Washington, DC.

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 task orders.

9.0 Security and Confidentiality

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

9.1 Non-Disclosure Requirements

The Contractor and all employees, agents, subcontractors and subcontractor personnel who will have access to documents or data provided by Treasury during the performance of their duties under the BPA shall execute a Non-Disclosure Agreement and return it to the Contracting Officer before being given access to such information or documents. The Contractor shall use Attachment 1 of this BPA to comply with this requirement

9.2 Contractor Personnel Security

9.2.1 Pre-Screening of Personnel and Removal of Unacceptable Personnel

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

- 1) All applicable personnel shall be United States citizens or have lawful permanent resident status.
- 2) All applicable personnel shall be subject to a National Agency Check, Law and Credit (NACLC) investigation in accordance with the Department of the Treasury Security Manual (TD P 15-71). Applicable personnel shall not begin working on this BPA until all security forms have been properly completed and submitted to the Contracting Officer's Technical Representative for processing, as follows:
 - a) Completed fingerprint cards;
 - b) Non-disclosure Agreement;
 - c) Fair Credit Reporting Act Release; and
 - d) SF 85-P, "Questionnaire for Public Trust Positions".
- 3) Applicable personnel shall wear Treasury issued identification badges when working in Government facilities.
- 4) Applicable personnel who undergo NACLC investigations that reveal, but are not limited to, the following may be unacceptable under this BPA: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The Government reserves the right to determine if a Contractor employee assigned to a task shall continue with the task. The Contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the NACLC investigation requirement.

9.2.2 FAR 52.204-9 Personnel Identity Verification of Contractor Personnel (SEPT 2007)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the BPA 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 insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

10.0 Monthly Contract Status Report

The Contractor shall report each month, current with submission of its invoice, the status for all task orders as of the end of the previous month. Such report shall describe, but is not limited to the:

- Hours and dollars spent, including cumulative totals of each and a forecast of future costs through the next month and total cost at completion;
- Current Contractor personnel engaged, including management of Contractor and subcontractor on-boarding and exiting processes based on Treasury procedures, including any required background investigations;
- Subcontracts, including socioeconomic category of each subcontractor and dollar value of each subcontract;
- Any BPA issues; and
- Monthly transactions and accomplishments.

See Attachment 6 for a Sample Monthly Status Report.

11.0 Labor Rates

Labor provided under this BPA and its task orders shall be in accordance with the labor rates and categories provided in the GSA Schedule Contract and the Labor Rate Table set forth in Section II below, as completed and submitted as part of the Contractor's quotation. Labor rates may be lower than but may not exceed those set forth in the GSA Schedule. The Offeror shall indicate in its quotation the extent to which its proposed pricing represents a discount from the firm's standard GSA schedule pricing.

12.0 52.227-14 Rights in Data—General (DEC 2007)

(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 paragraph (g) (3) 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 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. 403\(8\)](#)).

“Unlimited rights” means the rights 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 the 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, without prior approval of the Contracting Officer, assert 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 an 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 the 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 paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (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 that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless 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) if included in this clause, and use of the notices is not authorized by this clause, or if the 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. 253d](#), 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 paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled 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 will 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 will 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 paragraph (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 the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the 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 the data, permission to have authorized notices placed on the data at the Contractor's expense. 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 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 those 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.

13.0 Public-Release BPA Version Requirement

The Contractor agrees to submit, within ten business (10) days from the date the BPA, or any BPA task order, is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed BPA or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Treasury. The Contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to this requirement may itself be subject to disclosure under the FOIA.

The Treasury will carefully consider all of the Contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed BPA may be properly withheld.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

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

LABOR RATE TABLE

Labor Rates

Treasury Labor Categories	Ernst & Young Labor Category	Base Period Hourly Labor Rate	Option Period 1 Hourly Labor Rate	Option Period 2 Hourly Labor Rate	Option Period 3 Hourly Labor Rate	Option Period 4 Hourly Labor Rate
Partner						
Director						
Senior Manager						
Manager						
Associate						
Staff						

SECTION III:

**BLANKET PURCHASE AGREEMENT (BPA) ADMINISTRATION TERMS AND
CONDITIONS**

**1.0 Authority - Contracting Officer, Contracting Officer's Technical Representative
and Contractor's Project Manager**

1.1 Contracting Officer

- a. The Contracting Officer for this BPA is:

Joshua Galicki
Procurement Services Division
U.S. Department of the Treasury
1500 Pennsylvania Avenue, N.W.
ATTN: 1801 L Street, N.W., Room 727
Washington, DC 20036
Phone Number: (202) 622-6418

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this BPA, and notwithstanding any clauses contained elsewhere in this BPA, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the BPA price to cover any increase in cost incurred as a result thereof.

**1.2 DTAR 1052.201-70 Contracting Officer's Technical Representative (COTR)
Designation and Authority (MAR 2002)**

- (a) The contracting officer's technical representative is:

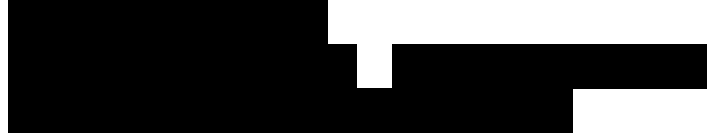
John Fassl
Office of Financial Stability
U.S. Department of the Treasury
1801 L Street, N.W., Room 756
Washington, DC 20036

Phone Number: (202) 622-2458

- (b) Performance of work under this BPA must be subject to the technical direction of the COTR 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, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled “Changes”;
 - (3) In any manner causes an increase or decrease in the BPA price, or the time required for BPA performance;
 - (4) Changes any of the terms, conditions, or specification(s)/work statement of the BPA;
 - (5) Interferes with the Contractor’s right to perform under the terms and conditions of the BPA; or
 - (6) Directs, supervises or otherwise controls the actions of the Contractor’s employees.
- (d) Technical direction may be oral or in writing. The COTR shall 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 COTR. If, in the opinion of the Contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- (f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the BPA shall be subject to the terms of the clause entitled “Disputes.”

1.3 Contractor Project Manager

- a. The Contractor's designated Project Manager for this BPA is:



- b. The Contractor shall provide a Project Manager for this BPA who shall have the authority to make any no-cost BPA technical, hiring and dismissal decisions, or special arrangement regarding this BPA. The Project Manager shall be responsible for the overall management and coordination of this BPA and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

2.0 Period of Performance

The period of performance for this BPA shall be one (1) year from the date of contract award. The contract includes four (4) one-year options to extend the period of performance. The total potential period of performance (if all options are exercised) shall not exceed five (5) years.

2.1 52.217-9 Option To Extend the Term of the Contract (MAR 2000)

- a. The Government may extend the term of this contract by written notice to the Contractor within sixty (60) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.

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

3.0 Payment Schedule

As applicable, a payment schedule will be specified in each task order.

4.0 Deliveries or Period of Performance

- (a) Each task order shall specify the period of performance.
- (b) All deliverables required under each task order shall be shipped F.O.B Destination to the Government address identified in each task order.

5.0 Invoices

- (a) Invoices shall be submitted in an original and two copies to the following address:

VendorPay@do.treas.gov

- (b) A copy of the invoice shall also be submitted to the COTR and Contracting Officer simultaneously.
- (c) Submission of proper invoices shall be rendered on a percentage complete basis in an amount equal to the value of the work performed.
- (d) Each invoice submitted shall be supported by appropriate documentation as follows:
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) BPA number, BPA line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;

- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this BPA.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this BPA.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (e) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

6.0 Key Personnel

- (a) The Contractor shall use the key personnel set forth in its quote for performance of the effort set forth under the BPA. In the event that one or more of the personnel are not available, or become unavailable, the Contractor shall furnish substitute personnel of equal or superior relevant skills, which substitutions shall be subject to approval of the Contracting Officer.
- (b) Substitution of Key Personnel -
 - (1) The Contractor shall assign to the BPA those persons whose resumes were submitted with its offer who are necessary to fill the requirements of the BPA and orders there under. No substitutions shall be made except in accordance with this clause.
 - (2) The Contractor shall not allow personnel substitutions during the BPA performance period unless the Contractor promptly notifies the Contracting Officer, with a copy to the COTR, and provides the

information required by paragraph (3) below. All proposed substitutions must be submitted, in writing, at least fifteen (15) working days in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph (3) below.

- (3) 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 Contracting Officer 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 Contracting Officer, or an authorized representative, will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof.
- (c) For purposes of this BPA, Key Personnel are defined as the Contractor's Project Manager and any Contractor employee responsible for supervising work under any of the task orders.

The Contractor's Key Personnel Project Manager for this BPA is:

Name: [REDACTED]
Office No: [REDACTED] Fax No: [REDACTED]
E-Mail Address: [REDACTED]

The Contractor's other supervisory employees, if any, are:

Name: [REDACTED]
Office No: [REDACTED] Fax No: [REDACTED]
E-Mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED] Fax No: [REDACTED]
E-Mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED] 67 Fax No: [REDACTED]
E-Mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED] Fax No: [REDACTED]
E-Mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED] 5 Fax No: [REDACTED]
E-Mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED] Fax No: [REDACTED]
E-Mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED] Fax No: [REDACTED]
E-Mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED] Fax No: [REDACTED]
E-Mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED] Fax No: [REDACTED]
E-Mail Address: [REDACTED]

7.0 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 Task 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 Task Order, the Contracting Officer and Contracting Officer's Technical Representative 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 Program or Project Manager.

8.0 Contractor's Proposal

The contractor's quotation, dated May 10, 2010, 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.

**ATTACHMENT 1
NON-DISCLOSURE AGREEMENT**

**PROGRAM COMPLIANCE SERVICES
Conditional Access to Sensitive but Unclassified Information
Non-disclosure Agreement**

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material containing sensitive but unclassified information. I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in the Agreement, sensitive but unclassified information is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I and my company are being granted conditional access contingent upon my execution of this Agreement for the sole purpose of the Program Compliance Services BPA. This approval will permit me and my company conditional access to certain information, (documents, memoranda, reports, testimony, deliberations, etc.) and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Treasury Department has predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to the Treasury Department by other agencies of the United States Government.

4. I will never divulge any sensitive but unclassified information that is provided to us pursuant to this Agreement to anyone, unless we have been advised in writing by the Treasury Department that the individual is authorized to receive it. Should we desire to make use of any sensitive but unclassified information, we will do so in accordance with paragraph 6 of this Agreement. I will submit to the Treasury Department for security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge obtained during the course of the work performed in Program Compliance Services in order for the Treasury Department to ensure that no sensitive but unclassified information is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or

revelation of sensitive but unclassified information not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the Treasury Department, to review any official documents containing sensitive but unclassified information, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the Treasury Department, to be placed in secure storage unless it is determined by Treasury officials that the notes contain no sensitive but unclassified information. If I wish to have the notes released to us, Treasury officials will review the notes for the purposes of deleting any sensitive but unclassified information to create a redacted copy of the notes. If I do not wish a review of any notes made, those notes will remain in secure storage at the Treasury Department.

7. If I violate the terms and conditions of this Agreement, we understand that the unauthorized disclosure of sensitive but unclassified information could compromise the security of the Treasury Department.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of the conditional access to sensitive but unclassified information for me and my company. This may serve as a basis for denying me or the company conditional access to Treasury Department information, both classified and sensitive but unclassified information in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

9. Unless and until I am provided a written release by the Treasury Department 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 Program Compliance Services, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government 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.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive but unclassified information to which my company has been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

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

Name /Title Date

Signature

This Agreement was accepted by the undersigned on behalf of the Treasury Department (or name of DO/bureau) as a prior condition on conditional access to sensitive but unclassified information.

Department of the Treasury

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 on [Date] 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:

- 1.1 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;
- 1.2 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;
- 1.3 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;
- 1.4 A description of all organizational conflicts of interest and potential conflicts of interest;
- 1.5 A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
- 1.6 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 contract or task 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 CFR 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 Contractor 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), "management officials" and "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 management officials and 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 management officials and key individuals, I certify that such management officials and 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 management officials performing work under the contract and key individuals 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. § 31.212(a) ; and
- Retain information needed to comply with to 31 C.F.R. § 31.212 and to support the certifications required by to 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

TASK ORDER CERTIFICATION FORMAT

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] ("Contractor"). I have compared the Contractor's existing conflicts of interest mitigation plan ("Plan") submitted and approved by Treasury on (month/date/year) with the scope of work under the new Task Order [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.

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).

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

Based upon the Contractor's reasonable knowledge and review of the information, I certify that management officials and 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.

I confirm that management officials and 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 management officials and key individuals who will perform work under this Task Order.

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

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

[Name of Contractor]

By: _____

Name: _____

Title: _____

Date: _____

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/Task Order Number

Enter BPA Number (Enter each Task 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 current reporting period: Enter value

Projected cost – next reporting period: Enter value

Remaining funds on contract/order: Enter value

Projected Cost at Order completion: Enter value

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

Monthly Status Report (Continued)

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 that worked on this BPA during the reporting period.

ATTACHMENT 7

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1.0 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.

1.1 PURPOSE

1.1.1. 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.

1.1.2 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.

2.0 ROLES AND RESPONSIBILITIES

2.1. 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 Contracting Officer's Technical Representative (COTR) and the Contractor's performance.

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

2.3 The COTR 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 Performance Requirements Summary section of the PWS for each task order and Table 1 in Section 1, Provision 3.0 of the BPA. The acceptable level of performance is set in the acceptable quality level related to that section.

4.0 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 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.

4.2 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 always has the option to communicate complaints to the COTR as opposed to the Contractor. The COTR will accept the customer complaints and will investigate.

4.3 The acceptable quality levels (AQL), located in the Performance Requirements Summary of each task order and Table 1 in Section 1, Provision 3.0 of the BPA, for Contractor performance are structured to allow the Contractor to manage how the work is performed. Specific taskings subject to surveillance will be identified at the task order level.

5.0 QUALITY ASSURANCE REPORTING

Performance standards and measurements are outlined in the PWS. The COTR will monitor and document the Contractor's performance and will retain records for the contract file.

6.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

6.1 At the end of each month, the COTR will prepare a written report for the CO 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 COTR's performance evaluations/records, and will become part of the Quality Assurance (QA) documentation.

6.2 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 COTR 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 COTR based on contractor information; and
- Issues arising from independent reviews and inspections.

6.3 In addition to QA monitoring, the COTR will use the information contained in the Contractor's monthly report to assess the Contractor's level of performance for each objective measured in this QASP. The COTR must coordinate and communicate with the Contractor to resolve issues and concerns of marginal or unacceptable performance. The Contractor will discuss with the CO/COTR 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 each task order and Table 1 in Section 1, Provision 3.0 of the BPA. 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. Individual QASPs for each task order will be tailored to the requirements identified in applicable task order.

6.4 The CO/COTR 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.

7.0. FAILURE TO PERFORM

7.1 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 for each task order and Table 1 in Section 1, Provision 3.0 of the BPA.

7.2 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.