

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

23

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 03/09/2017		2. CONTRACT NO. (if any) GS10F0062R		6. SHIP TO: a. NAME OF CONSIGNEE OFS	
3. ORDER NO. TOFS-17-G-0002		4. REQUISITION/REFERENCE NO. 17PR-OFS-0016			
5. ISSUING OFFICE (Address correspondence to) IRS non-IT (OTPS) Internal Revenue Service OS:PR:T 5000 Ellin Road Lanham MD 20706				b. STREET ADDRESS 1500 PENNSYLVANIA AVE., N.W.	
				c. CITY WASHINGTON	d. STATE DC
				e. ZIP CODE 20220	
7. TO: a. NAME OF CONTRACTOR ASR ANALYTICS LLC b. COMPANY NAME c. STREET ADDRESS 1389 CANTERBURY WAY				f. SHIP VIA	
				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY POTOMAC		e. STATE MD	f. ZIP CODE 20854-6103		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFS	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					12. F.O.B. POINT Destination
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
				16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	INTERNAL CONTROLS & TESTING SUPPORT					
	Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME ARC/ASD/APB						\$1,815,843.54
	b. STREET ADDRESS (or P.O. Box) ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@FISCAL.TREASURY.GOV						\$1,815,843.54
c. CITY PARKERSBURG			d. STATE WV	e. ZIP CODE 26106-1328		17(i) GRAND TOTAL	

22. UNITED STATES OF
AMERICA BY (Signature)

► Aleta J. Dust

Digitally signed by Aleta J. Dust
Date: 2017.03.09 17:58:50
-05'00'

23. NAME (Typed)
ALETA DUST
TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
03/10/2017

CONTRACT NO.
GS10F0062R

ORDER NO.
TOFS-17-G-0002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: IRS non-IT (OTPS) Internal Revenue Service OS:PR:T 5000 Ellin Road Lanham MD 20706 Accounting Info: OFS0128DB1717XX-2017-61000001-251001-OFSAD00 000000-OFS1231120-XXXXXXXXXXXX-OFS0001-XXXXX XXXX-XXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXX X-XXXXXXXXX Period of Performance: 03/15/2017 to 03/14/2022					
0001	Base Year				1,815,843.54	
0002	Travel Option in Support of Line Item 0001 Amount: \$3,804.00 (Option Line Item) 03/15/2017				0.00	
0003	Option Year 1 Amount: \$1,848,880.50 (Option Line Item) 03/15/2018				0.00	
0004	Travel Option in Support of Line Item 0003 Amount: \$3,804.00 (Option Line Item) 03/15/2018				0.00	
0005	Option Year 2 Amount: \$1,882,561.39 (Option Line Item) 03/15/2019				0.00	
0006	Travel Option in Support of Line Item 0005 Amount: \$3,804.00 (Option Line Item) 03/15/2019				0.00	
0007	Option Year 3 Amount: \$1,916,873.94 (Option Line Item) 03/15/2020 Continued ...				0.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$1,815,843.54	

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
03/10/2017

CONTRACT NO.
GS10F0062R

ORDER NO.
TOFS-17-G-0002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0008	Travel Option in Support of Line Item 0007 Amount: \$3,804.00 (Option Line Item) 03/15/2020				0.00	
0009	Option Year 4 Amount: \$1,951,799.92 (Option Line Item) 03/15/2021				0.00	
0010	Travel Option in Support of Line Item 0009 Amount: \$3,804.00 (Option Line Item) 03/15/2021 The total amount of award: \$9,434,979.29. The obligation for this award is shown in box 17(i).				0.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						\$0.00

Task Order Terms and Conditions

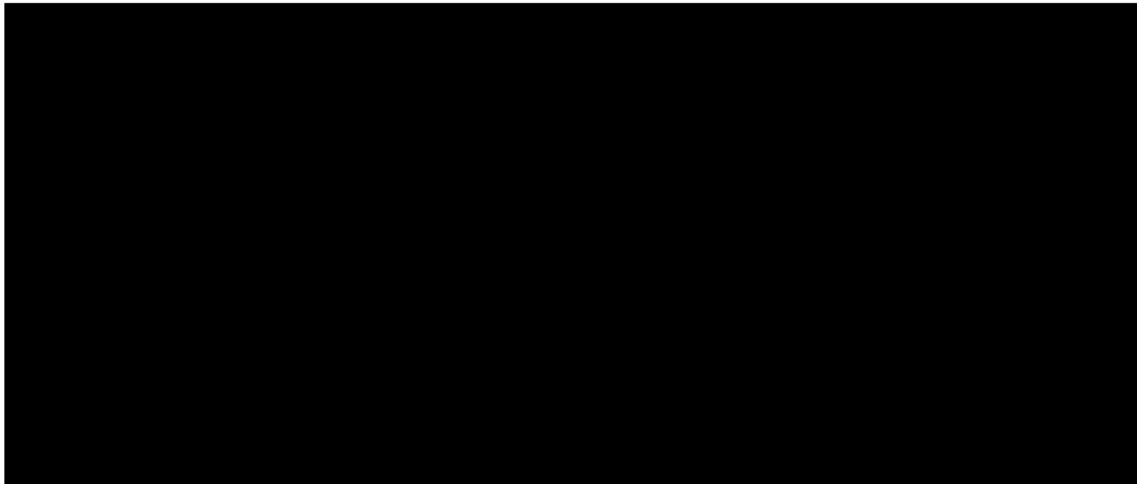
In addition to the clauses included in GSA Schedule [number to be included upon award], the terms, conditions and Department of the Treasury Acquisition Regulation (DTAR) clauses provided below apply. The word "contract" in this section refers to the task order.

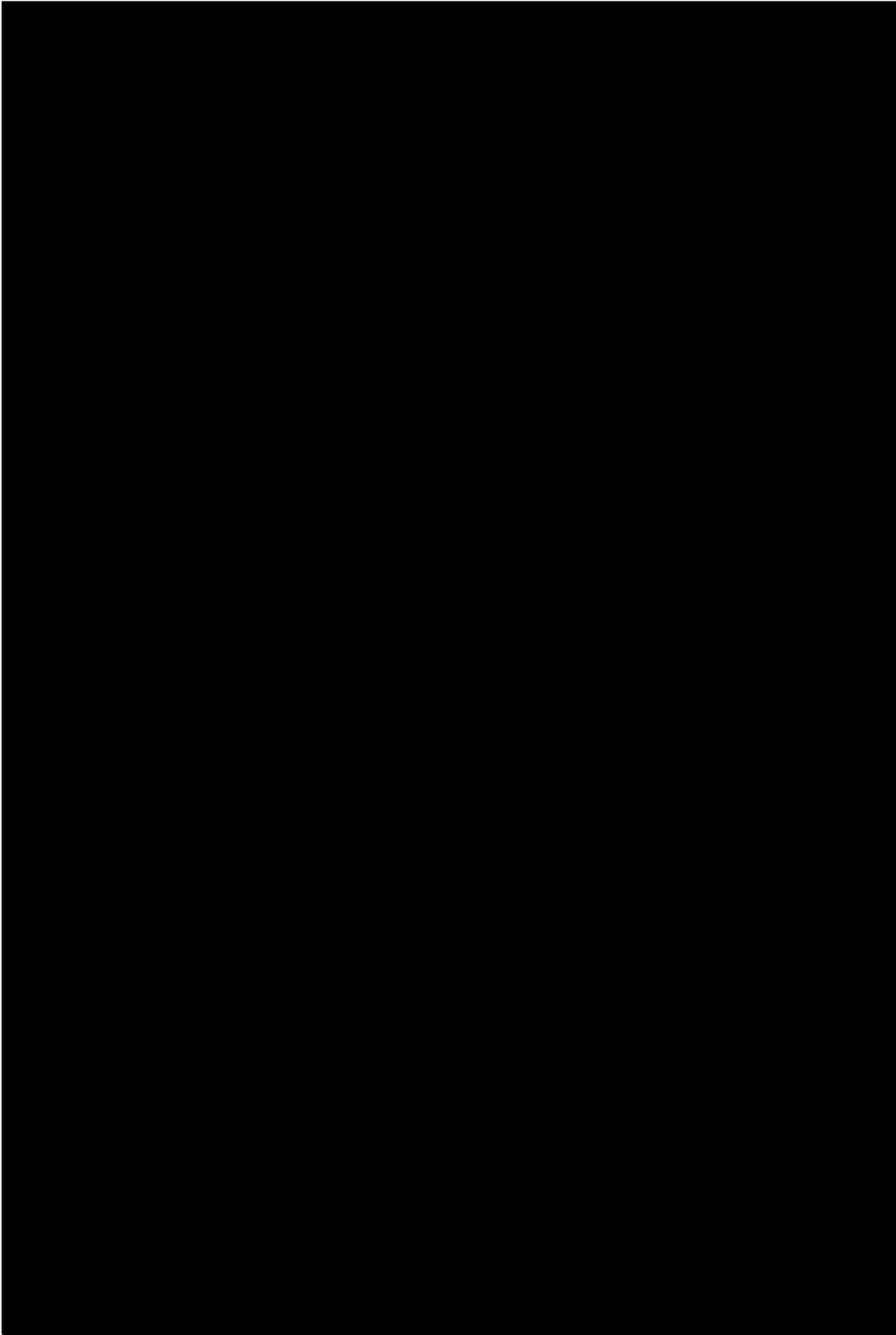
A. Type of Contract

1. This is a time and material type contract.
2. 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 Year	\$1,815,843.54
Optional Travel Estimate for Base Year	\$3,804
Option Year 1	\$1,848,880.50
Optional Travel Estimate for Option Year 1	\$3,804
Option Year 2	\$1,882,561.39
Optional Travel Estimate for Option Year 2	\$3,804
Option Year 3	\$1,916,873.94
Optional Travel Estimate for Option Year 3	\$3,804
Option Year 4	\$1,951,799.92
Optional Travel Estimate for Option Year 4	\$3,804
Total	\$9,434,979.29

3. The following rates will be utilized during the life of this task order:





The total estimated hours for the Base Year and each Option Year is [REDACTED] hours.

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

B. FAR 52.217-9 Option To Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; 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 5 years.

(End of clause)

C. 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 within 7 days of the end of contract period.

(End of clause)

D. Option for Travel

The Government may require non-local travel in performance of this contract. The Optional Travel CLINs will be funded if travel is required and before travel occurs. Travel will be reimbursed as allowed by the Federal Travel Regulations and in accordance with FAR Clause 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts. The Optional Travel CLINs may be exercised more than once, but the total obligated value may not exceed the CLIN ceiling of \$3,804.00.

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

- (a) The COR is Denise Pope, denise.pope@treasury.gov.

- (b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
 - (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
 - (6) Directs, supervises or otherwise controls the actions of the Contractor's employees.
- (d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
- (e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(End of clause)

F. 52.203-99 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (MAR 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)

G. 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)

H. 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)

I. IR1052.239-9008 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 the PWS. 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)

J. IR1052.239-9010 Section 508 Services (SEP 2006)

All contracts, solicitations, purchase orders, delivery orders and interagency agreements that contain a requirement of services which will result in the delivery of a new or updated electronic and information technology (EIT) item/product must conform to the applicable provisions of the appropriate technical standards in 36 CFR 1194, Subpart B, and functional performance criteria in 36 CFR 1194.31, Subpart C, unless an agency exception to this requirement exists.

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

- ☒ 1194.21, Software applications and operating systems.
 - ☒ (a) ☒ (b) ☒ (c) ☒ (d) ☒ (e) ☒ (f) ☒ (g) ☒ (h) ☒ (i) ☒ (j) ☒ (k)
 - ☒ (l)
- ☒ 1194.22, Web-based intranet and internet information and applications.
 - ☒ (a) ☒ (b) ☒ (c) ☒ (d) ☒ (e) ☒ (f) ☒ (g) ☒ (h) ☒ (i) ☒ (j) ☒ (k)
 - ☒ (l) ☒ (m) ☒ (n) ☒ (o) ☒ (p)
- ☐ 1194.23, Telecommunications products.
 - ☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k)

☐ (k:1) ☐ (k:2) ☐ (k:3) ☐ (k:4)

☒ 1194.24, Video and multimedia products.

☐ (a) ☐ (b) ☒ (c) ☒ (d) ☒ (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.

- ☒ (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.
- ☒ (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.
- ☒ (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.
- ☒ (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.
- ☒ (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.
- ☒ (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)

K. Public-Release Contract Version Requirement

This contract action utilizes TARP funds authorized by 110 P.L. 343. The program requires a high level of transparency and TARP contract documents are posted publicly at <http://www.financialstability.gov> or at another location designated by Treasury.

The Contractor agrees to submit to the CO and COR, within ten business (10) days from the date of award (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract, blanket purchase agreement, or 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 .pdf file must have searchable text and generally be compliant with the accessibility requirements in Section 508 of the Rehabilitation Act, 29 U.S.C. § 794(d). 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 the entire Contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract document may be properly withheld.

L. Conflicts of Interest

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 future 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 (EESA) of 2008.
2. Prior to award, 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, its related entities, or its proposed or actual subcontractors or consultants if the arrangement relates to the acquisition, valuation, disposition, or management of troubled assets;

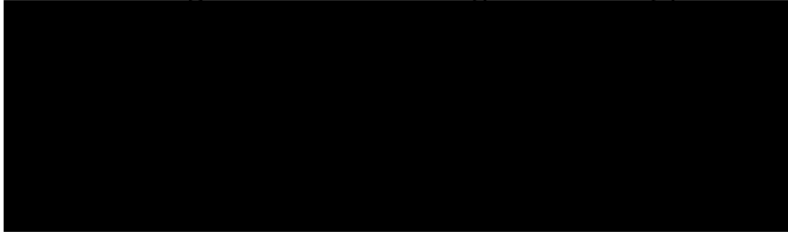
- Information concerning all other business or financial interests of the Contractor, its related entities, or its proposed or actual subcontractors or consultants that could conflict with the Contractor's obligations under this award;
 - A description of all organizational conflicts of interest and potential conflicts of interest;
 - A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
 - 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 supporting the Treasury in the specific matter.
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 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. 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.
 5. In addition to complying with 31 C.F.R. Part 31 and any other applicable restrictions, the Contractor will: (1) not represent or advise any parties against the United States in any matter that is the subject of or related to this work during the term of the contract and after the end of performance; and (2) have all professional staff assigned to work under this contract receive conflicts training in consultation with the OFS Compliance Office. Individuals assigned to work under this contract shall not provide any services related to the Troubled Asset Relief Program (TARP) to any party during the time the individual is performing work for Treasury.
 6. No later than 10 business days after the effective date of this award or any revision to this 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 agrees not to permit any such individual to perform work under this contract 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.

7. The Contractor agrees to provide to Treasury the initial certifications required pursuant to 31 C.F.R. §31.211(d), 31.216(b) and 31.217(c)(5) prior to executing an arrangement, and the initial certification pursuant to 31 C.F.R. §31.212(d) within ten (10) days of executing the arrangement.
8. 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.
9. 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 Contractor's Amended COI Mitigation Plan to address those additional regulations or guidelines.

M. Key Personnel

1. The following individuals are designated as key personnel:



2. 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 proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.
3. All proposed substitutes shall meet to exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed

substitution at least thirty days in advance of the proposal substitution. Such notification shall include:

- a. An explanation of the circumstances necessitating the substitution;
- b. A complete resume of the proposed substitute;
- c. Any other information requested by the Contracting Officer to enable judgment of whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

N. Nonpayment for Unauthorized Work

No payments will be made for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a warranted Contracting Officer. Only a warranted Contracting Officer is authorized to change the specifications, terms, or conditions of this contract.

PERFORMANCE WORK STATEMENT FOR INTERNAL CONTROLS & TESTING SUPPORT

1. BACKGROUND

The U.S. Department of the Treasury (Treasury) is responsible for the management and administration of the Troubled Assets Relief Program (TARP) which was established under the Emergency Economic Stabilization Act of 2008 (EESA). The EESA provides the Treasury with the authorities and facilities to restore liquidity and stability to the financial system of the United States. Treasury uses the EESA authorities to protect home values, college funds, retirement accounts, and life savings; preserve homeownership and promote jobs and economic growth; maximize overall returns to the taxpayers of the United States; and provide public accountability for the exercise of such authority. By acquiring, managing, and orderly liquidating the troubled assets over time, the Treasury seeks to improve the capital positions of financial institutions, reduce risk premiums in the market, improve liquidity and credit extension in the financial system, increase investor confidence, and provide market participants with more price transparency.

2. OBJECTIVE

Treasury requires expert financial services to support Office of Financial Stability (OFS) and Treasury financial programs and initiatives. Treasury requirements are summarized in the following categories:

- Organizational Design and Maintenance
- Accounting Support
- Program Compliance
- Internal Controls
- Testing Support

3. SCOPE

The Contractor will assist OFS management with areas such as, but not limited to, designing, implementing, and maintaining an internal control environment within a large enterprise which includes housing related programs and special authority to enter into financial agency agreements. Expertise is needed in this area to establish the disciplines and fulfill the requirements necessary for OFS to provide unqualified statements of assurance for the Federal Managers' Financial Integrity Act (FMFIA) and Appendix A of OMB Circular A 123, and a statement of substantial compliance with the Federal Financial Management Improvement Act (FFMIA); and, for credit reform accounting, expert knowledge is needed of the Statement of Federal Financial Accounting Standards No. 2: Accounting for Direct Loans and Loan Guarantees.

The Contractor shall provide staff with expertise in designing and implementing an internal control environment within a large enterprise, including relevant experience servicing housing-related programs and financial agent agreements, and supporting organizations operating under the Fair Credit Reform Act.

Treasury's overarching requirements for this contract include:

1. Supporting activities related to achieving/maintaining an unqualified audit opinion of financial statements and statement of assurance of internal control processes;
2. Researching and providing recommendations related to best practices, industry standards, and/or national benchmarks;
3. Ensuring compliance with laws and regulations;
4. Enhancing control activities;
5. Assisting with responses to internal and external inquiries and findings, including gathering of supporting documentation and performing analysis;
6. Supporting and/or performing testing and/or an independent verification and validation of functions/activities;
7. Training;
8. Preparing user support materials and other supporting documentation;
9. Preparing documentation and information for decision and/or final approval; and
10. Developing project plans and workflow analyses.

4. FINANCIAL SERVICES

Contractor shall perform Financial Services for the Treasury. The financial services shall include, but are not limited to, the following subject areas:

Category: Organizational Design and Maintenance

This category involves the design, development, maintenance, and socialization of organizational and operational models and structures; job descriptions and core competencies; and, policies and procedures. This includes making recommendations based on research and knowledge of best practices and assisting management with documenting, maintaining, encompassing and socializing business processes, information technology upgrades, and

implementation of new systems to support organizational re-engineering. Services may include, but are not limited to:

- Developing new policies and procedures and supporting narratives and job aids, including circulating documents for comments, finalizing drafts, and validating documents with business process owners.
- Maintaining existing policies and procedures and supporting narratives and jobs aids pertaining to programs, business support functions, and governance.
- Initiating and facilitating discussions with business process owners and other stakeholders.
- Reviewing the efficiency and effectiveness of current operations.
- Reviewing, analyzing, and making recommendations on improving organizational structure and staffing within an appropriately sized organization, utilizing metrics for staffing and sizing of similar financial service organizations.
- Reviewing, analyzing, and making recommendations that result in substantial improvements in the cost, effectiveness, and efficiency of operations.
- Performing analysis and evaluation based on recommendations made on the most efficient structure of administrative and business functions currently provided by the Treasury.
- Developing and integrating continuity of operations and disaster recovery plans and related documentation.

Category: Accounting Support

This category involves supporting management and staff in recording, reconciling, and reporting financial transactions in conformance with generally accepted accounting principles. The requirements address the provisions of providing accounting support and assistance to achieve and maintain an unqualified financial statement audit opinion surrounding activities such as: a) credit reform accounting and modeling; b) budgeting; c) internal accounting controls; and d) accounting considerations for financial institutions. Services may include, but are not limited to:

- Enhancing Treasury's credit reform accounting approach (e.g. definition of cohorts, risk categories, etc.).
- Identifying prototype accounting entries for categories of credit reform accounting (e.g. equities) for transactions, both at origination and on an ongoing basis.
- Providing guidance regarding the accounting for Treasury investments in mortgage backed securities, whole loans, and other assets acquired by the Treasury.
- Identifying and performing transaction level and summary level reconciliations between the general ledger (both proprietary and budgetary accounts), and related subsidiary systems and funding processes, including risk weighted assets, cash, preferred stock, warrants, strike price, etc.
- Training staff on accounting practices/activities.
- Analyzing and reviewing accounting journal entries.
- Assisting with issues related to the:
 - Pronouncements of related accounting activities and the application regarding the impact to the accounting treatment by financial institutions (including broker-

- dealers, commercial banks, credit unions, thrifts, insurance companies, etc.) of their ownership of a variety of potential types of troubled assets.
- Implications of a wide variety of troubled assets on the capital position of selling financial institutions, as well as the capital impacts on financial institutions who do not participate in the sale and the broader market.
- Approaches to mitigating unintended consequences on participating financial institutions and non-participating third parties.
- Aspects of repurchasing investments made by the Treasury.

Category: Program Compliance

This category involves supporting management in the areas of designing, implementing, maintaining, and executing a robust compliance management regime in support Treasury programs and processes. Contractor shall provide overall support to ensure compliance with applicable laws, regulations, legal agreements, and business documents. Services may include, but are not limited to:

1. Advising, designing, developing, and/or enhancing:
 - a. Approaches, methodologies, tools (e.g., forensics), techniques, and reporting.
 - b. Approaches to identifying and monitoring program regulatory requirements and mitigating program risks - including fraud, waste, and abuse.
 - c. Manual and automated processes and controls associated with agreed upon approaches and methodologies, and providing recommendations to enhance activities.
 - d. Business and functional system specifications for identified automated processes and controls.
 - e. System applications, algorithms, models (including but not limited to trading and financial), and databases.
2. Implementing, executing, and performing compliance activities in support of approaches and regimes for program recipients, agents, contractors, or other identified third parties including:
 - a. Risk assessments to alleviate fraud, waste, and abuse and otherwise improve processes.
 - b. Internal control reviews and assessments, and identification of improvements
 - c. Audit and/or review services (e.g., financial and information technology).
 - d. Forensic analysis.
 - e. Program guidelines assessments.
 - f. Process and controls assessments.
 - g. Information technology and model evaluations.
 - h. Collecting data from multiple constituents as needed by program regimes or in support of other compliance activities.
 - i. Running algorithms, models, and analyzing data.
 - j. Performing surveillance activities.
 - k. Providing data, data extracts, reconciliations, analysis, and reporting as required.
3. Advising, designing, developing, executing, monitoring, assessing, and reporting on internal governance and processes including:
 - a. Internal reviews.
 - b. Risk assessments.
 - c. Resolutions of findings and recommendations.

Category: Internal Controls

This category involves supporting management and staff with: a) developing and sustaining a robust internal controls program; b) maintaining/achieving unqualified statements of assurance of internal control processes; c) responding to internal and external auditor, reviewer, and oversight bodies; d) providing recommendations specific to enhancing internal controls; e) developing frameworks and plans to identify, document, test, and amend controls; f) identifying, managing, and mitigating risks; and g) managing asset-related activities. Services may include, but are not limited to:

- Maintaining and updating governance model for management control activities.
- Assisting with and assuring that programmatic and administrative areas of responsibility adhere to the management and reporting requirements covered in the Office of Management and Budget (OMB) Circulars, such as, but not limited to, A-123, A-127, and A-130; Treasury Directives; Executive Orders; General Accountability Office (GAO), and other internal control requirements.
- Documenting and updating process flows; narrative descriptions; and risk and control matrices.
- Defining roles and responsibilities of business owners responsible for carrying out control activities.
- Documenting and updating control points within technical and operational functions and processes; assessing the effectiveness of internal controls; and providing recommendations to strengthen and enhance technical and operational activities and programs.
- Identifying, documenting, and addressing control gaps.
- Evaluating program required reports to determine if established controls are sufficient and make recommendations where deficiencies are identified.
- Evaluating the effectiveness of technical, program, and administrative controls, including, but not limited to, the valuation models used in performing credit reform accounting, the asset related activities, etc.
- Providing technical advice on matters and/or internally or externally identified weaknesses.
- Developing and monitoring corrective action and remediation plans.
- Assisting management with asset acquisition, management/maintenance, and disposition activities, including, but not limited to:
 - Automating control processes and transitioning to electronic storage media.
 - Performing real-time monitoring of transactions, and assembling control evidence and preparing documents for audit readiness.
 - Leveraging process enhancements for future transactions.

Category: Testing Support

This category involves supporting management and staff with: a) responding to internal and external auditor, reviewer, and oversight bodies; b) providing recommendations specific to enhancing internal controls; and c) developing frameworks and plans to identify, document, test, and amend controls; Services may include, but are not limited to:

- Assist in carrying out the internal control testing of processes and functions in OFS, including utilization of real-time monitoring and sample-based testing techniques and testing of valuation models used in performing credit reform accounting.
- Use basic testing techniques to assist management with making a reasonable assurance that:
 - Core financial systems meet applicable requirements to support management decisions by providing timely and reliable data;
 - Proper information security controls are in place that are proportionate with the risk and potential harm of not having such controls;
 - IT general controls are operating effectively in support of a robust IT environment;
 - Operational controls are operating effectively in support of a robust control environment;
 - Accounting controls are operating effectively in support of a robust control environment;
 - Resource use is consistent with laws, regulations, and policies; and that resources are safeguarded against waste, loss, and misuse;
 - Reliable data are obtained, maintained, and disclosed in applicable reports; and the adequacy of internal controls in OFS programs.

5. INFORMATION COMMON TO ALL TASK AREAS

All deliverables must comply with all applicable laws and regulations. Without limiting the generality of the foregoing, all deliverables hereunder shall fully comply with the terms, conditions, and requirements of the EESA.

Program Management

Contractors shall provide program management related activities to include:

1. Quality control of services and deliverables.
2. Project planning, implementation, and reporting.
3. Work planning and scheduling.
4. Detailed invoicing with costs broken down by the work stream, subwork stream, and/or business owner level.
5. Regular meetings with business owner staff and the Contracting Officer Technical representative (COTR) to discuss contract issues and the status of the work streams and documentation and minutes of key discussion points/decisions.
6. Maintenance of project management-related documents in a shared repository.
7. Management of contractor and subcontractor on-boarding and exiting processes based on Treasury procedures, including any required background investigations.
8. Transition planning.

6. GOVERNMENT FURNISHED PROPERTY

For on-site contractor personnel, OFS will provide laptops and access to the local area network for email and the document management necessary to perform the activities outlined in the task order. Contractor personnel issued Treasury laptops and/or access to the Treasury network must comply with Treasury's Federal Information Security Management Act (FISMA). All contractor personnel must comply with the Privacy Act training requirements. In addition, printer access, software, support, and facilities will be provided by the government for on-site personnel. Laptops may be taken between Treasury facilities listed within the place of performance. For off-site contractor personnel, the issuance of Treasury laptops will be determined on a case by case basis and would include remote access to the Treasury network as applicable.

The government furnished property (e.g., equipment, badges, etc.) will be provided in conjunction with required performance under this task order. At the written request of the Government, the Contractor will immediately return any property provided by the Government for the Contractor's use to complete the assigned tasks under this task order. If not requested, the Contractor will continue to abide by FAR Part 45 until completion of the task order.

7. GOVERNMENT FURNISHED INFORMATION

Government furnished information (e.g., documents, materials, reports, etc.) may be provided in conjunction with required performance under this task order as determined by OFS. At the written request of the Government, the Contractor will immediately return any documents provided by the Government for the Contractor's use to complete the assigned tasks under this task order. If not requested, the Contractor will continue to abide by FAR Part 45 until completion of the task order.

8. OWNERSHIP OF DATA

OFS will retain ownership of all documents, and any other products or software generated while performing services under this contract. Any data provided by OFS to the Contractor shall remain the property of OFS. Any data generated shall become the property of the OFS and may not be released by the Contractor to any non-OFS office, or to any OFS oversight body without consent from Office of the Chief Financial Officer (OCFO). A data repository covering the task order deliverables should be established on Treasury's LAN (e.g., T: drive and/or SharePoint) to house, in an easy to retrieve structure, all documents in its original and final formats (e.g., Word, Excel, PowerPoint, Project, Visio, etc.).

9. PLACE OF PERFORMANCE

The Contractor shall perform the majority of activities at Department of the Treasury's space unless otherwise directed. The Treasury office space is located at the Main Treasury Building (corner of Fifteenth Street and Pennsylvania Avenue NW, Washington DC); Metropolitan Square (corner of Fourteenth Street and G Street NW, Washington DC); and 1801 L Street NW (corner of 18th and L Streets). Additional locations may potentially be at the offices of Freddie Mac, located at 8000 Jones Drive, McLean, VA 22102; and Fannie Mae located at 3900 Wisconsin Avenue, NW, Washington, DC 20016. If the need arises at the request of a business owner for the Contractor to work at an off-site location, the COR must be notified at least four

business days in advance and COR approval must be given. Telework at the contractor's home office or another location must also be approved in advance by the COR.

Travel may be required under this task order and travel authorization must be provided at least four (4) business days in advance by the COR. Requests for approval must include travel cost estimates, name of traveler, dates, location, etc. The contractor must adhere to all Federal Travel Regulations and travel will be reimbursed in accordance with the Federal Travel Regulations. Specific guidelines for how travel will be reimbursed and which receipts are required will be provided at the task order award kick-off meeting. In addition, the government will not pay for travel to/from the local place of performance when the Contractor elects to staff the requirements with an individual outside of the local place of performance.

10. PERIOD OF PERFORMANCE

Base Year: March 15, 2017 – March 14, 2018
Option Year 1: March 15, 2018 – March 14, 2019
Option Year 2: March 15, 2019 – March 14, 2020
Option Year 3: March 15, 2020 – March 14, 2021
Option Year 4: March 15, 2021 – March 14, 2022

11. TRANSITION

If services covered in this task order are still needed at the end of the performance period, award of the follow-on contract is anticipated to occur in time to permit at a minimum a 14-day overlap in contract performance. A draft transition plan will be due two (2) months before the contract expires with the final version due one (1) month prior to the end of the period of performance. During the overlap period and in accordance with the approved transition plan, the incumbent contractor will provide to the incoming contractor a status update of the tasks being performed under the contract, and will transfer its related knowledge gained and lessons learned while supporting the activities.

12. DELIVERABLES

Deliverables Tables

Task Reference Number	Deliverable	Format	Deliver To	Due Date
	Status Report <ul style="list-style-type: none"> Accomplishments, by individual, of last two performance weeks Expected accomplishments, by individual, of next two 	Electronically	COR Business Owners	Every two weeks; at least 4 hours before scheduled meeting

	performance weeks <ul style="list-style-type: none"> Issues and mitigation/resolution 			
	Employee Listing <ul style="list-style-type: none"> Individual Employee, Labor Category and Status GFP Security Status and Record Training Additional Information Related to Personnel 	Electronically	Shared Drive	Update as changes occur
	Invoices <ul style="list-style-type: none"> Workstream and subworkstream/ business owner level breakdown Individual Accomplishments 	Electronically	COR Financial Payment Office	15 th calendar day per month
	Conflict of Interest Reports <ul style="list-style-type: none"> Status of Waiver Requests Open Issues 	Electronically	COR	20 th calendar day per month
	Subcontractor Data Reports	Electronically	COR	20 th calendar day per month
	Burn Rate Reports	Electronically	COR	20 th calendar day per month
	Transition Plan/Close-Out Report <i>Contents discussed at a status meeting</i>	Electronically	COR Business Owners	Draft: (2) months prior to the end of the final performance period Final: one (1) month

				prior to the end of the final performance period.
	Surveillance Plan	Electronically	COR Direction	COR Direction

Performance Table

Task Reference Number	Action	Location	Contractor Attendees	Date
	Status Meeting <ul style="list-style-type: none"> Discuss content of Status Report 	1801 L St. Teleconference	Team Leads Senior Management	Every two weeks
	Senior Assessment Team Meetings	1801 L St Teleconference	As invited by COR or Business Owner	As needed

13. BUSINESS HOURS AND COVERAGE

Work under the task order is anticipated to be performed within the normal business hours of 7AM to 7PM (EST) Monday through Friday. Under special circumstances, the Contractors may be required to work outside normal business hours, including weekends and government observed holidays. The COR must approve exceptions to the normal business hour schedule in advance. Requests for exceptions shall include the anticipated number of hours to be worked; the projects to be accomplished; and the location where the work will be performed.

14. SURVEILLANCE PLAN

The contractors performance will be monitored by activities/items such as, but not limited to, conducting status meetings which will require reports showing individual accomplishments for the period; requiring burn rate and subcontractor utilization reports; maintaining an updated employee listing showing government furnished property, etc.; requiring supporting documentation with monthly invoices; making ad hoc requests to review time sheets; and conducting ad hoc walkthroughs of the work area of the on-site contractor staff.