

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 23							
2. CONTRACT NO. TOS-09-B-0001		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL: PATRICK BREEN			8. TELEPHONE NUMBER (No collect calls)			8. OFFER DUE DATE/LOCAL TIME							
9. ISSUED BY Procurement Services Division Department of the Treasury 1425 New York Avenue, N.W. Washington DC 20220			CODE PSD		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> B(A) NAICS: 541611 SIZE STANDARD: \$7.0								
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING							
15. DELIVER TO As Indicated On Each Call			16. ADMINISTERED BY OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220			14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP							
17a. CONTRACTOR/OFFEROR FI CONSULTING INC. 2111 WILSON BOULEVARD SUITE 700 ARLINGTON VA 22201-3001		CODE 126150056		FACILITY CODE		18a. PAYMENT WILL BE MADE BY As Indicated On Each Call							
TELEPHONE NO.		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 <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		GSA Contract #: GS-23F-0056T Period of Performance: 03/31/2009 to 03/30/2014											
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>													
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 <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 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) Roman Iwachin, Principal				30c. DATE SIGNED 3/31/2009		31b. NAME OF CONTRACTING OFFICER (Type or print) PATRICK BREEN				31c. DATE SIGNED 03/31/2009			

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

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

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 COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 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 _____ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42a. RECEIVED BY (*Print*) _____ 42b. RECEIVED AT (*Location*) _____ 42c. DATE REC'D (*YY/MM/DD*) _____ 42d. TOTAL CONTAINERS _____

TOFS-09-B-0001

**Credit Reform Modeling and Analysis
in Support of the Office of Financial Stability (OFS)
for the Department of the Treasury**

TABLE OF CONTENTS

SECTION I:	STATEMENT OF WORK (SOW)
SECTION II:	SCHEDULE OF SUPPLIES OR SERVICES AND PRICES
SECTION III:	BLANKET PURCHASE AGREEMENT (BPA) ADMINISTRATION TERMS AND CONDITIONS

SECTION I:

STATEMENT OF WORK

Credit Reform Modeling and Analysis in Support of the Office of Financial Stability (OFS) for the Department of the Treasury

1.0 Purpose

The purpose of this blanket purchase agreement (BPA) is to acquire assistance for the Office of the Chief Financial Officer (OCFO) within the U.S. Treasury Department's Office of Financial Stability's (OFS) with modeling support, and financial and statistical analysis of the Troubled Assets Relief Program's (TARP) equity, direct loan, and loan guaranty programs. The assistance sought under this solicitation is focused on developing and maintaining cost models and estimates that are consistent with the Federal Credit Reform Act. The OCFO provides formulation estimates for the Office of Management and Budget (OMB) and Congressional budget submissions, performs annual reestimates for TARP programs, and performs cost estimates and analyses as requested by the senior management within Treasury, OFS, OMB, the House or Senate committees and the Congressional Budget Office. The reestimates developed by OCFO will be audited in the Government Accountability Office's audit of OFS's financial statements. Given the constant evolution of best practices in the credit modeling environment, the Contractor shall ensure that it provides OFS with services and models that are current, relevant, and reflective of industry best practices.

2.0 Background

In furtherance of its mission to ensure the safety and soundness of the U.S. financial system, and to implement the Emergency Economic Stabilization Act of 2008 (Act), the Treasury is establishing a program to purchase and insure a variety of troubled assets. The troubled assets may derive from a wide range of industries including (but not limited to) banking, mortgage, automotive, insurance, etc.

Specific assets acquired for the portfolio may include (i) securitized products, including Prime, Alt-A, and Subprime residential mortgage backed securities (MBS), home equity backed instruments, commercial MBS, and MBS collateralized debt obligations, and (ii) whole loans, including residential first mortgages, home equity loans, commercial real estate loans, and construction and building loans. In addition, the Treasury may decide to include other types of asset backed securities, and other obligations in the portfolio as necessary to promote market stability.

Consistent with the purposes of the Act, the Treasury's policy goals for the portfolio of troubled mortgage-related assets are to (1) provide stability and prevent further disruption to the financial markets and banking system, (2) ensure mortgage availability, and (3) protect the interests of taxpayers. The portfolio mandate and specific investment strategies may change over time but will always be consistent with these policy goals.

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.

3.0 Scope of Work

The OFS has several active direct loan, loan guaranty, and equity investment programs that require additional documentation and analyses of initial formulation estimates, the development of models for reestimates, and other credit modeling-related analyses. OFS anticipates adding several new programs during 2009 that will require fully documented models for formulation estimates and reestimates. The new programs may resemble the existing programs but may be significantly different. Per Section 123 of the EESA, OFS will be budgeting and accounting for all of the OFS investments (including direct loans, loan guarantees and equity) under the Federal Credit Reform Act (FCRA).

As discussed further below, OFS is separately engaging asset managers for ongoing portfolio management responsibilities for its equity investments. The asset managers' responsibilities will include regular valuations of the preferred stock and warrants that OFS has acquired from the financial institutions in which it has invested. The asset managers will use standard industry practice to value the preferred stock and warrants. Therefore, this solicitation does not anticipate that the contractor will conduct independent valuation activities but rather that the contractor will rely upon data provided by OFS's asset managers as well as other data sources that may be identified by OFS. However, OFS will need to incorporate the valuation cash flows received from the asset managers into FCRA compliant formulation and reestimate models.

The OFS program structures are comparatively complex and include financial transactions not typically executed by the federal government, including purchasing preferred stock and warrants from over 350 (to date) financial institutions. OFS's programs cover a wide range of assets including all sizes of depository institutions; autos; loans and related securities for small businesses, students, credit cards; and housing loans and related securities. In addition, the EESA requires the Treasury Department to take into account market risk when discounting the cash flows under FCRA. This also is a significant deviation from standard practice. Further, unlike typical federal credit programs, because of the exigent nature of TARP, the time between the decision to make the investments and the execution of the investments has been extremely short and subsidy formulation cost models have been built in days or weeks rather than the typical multi-month preparation. It is anticipated that this situation will continue throughout the life of the TARP.

The OFS has completed basic cash flow subsidy formulation models in Excel for all of the programs implemented to date. The current models are in Excel although OFS is beginning to use SAS and anticipates that most of the reestimate models will be in a combination of SAS and Excel. During the formulation and reestimate cycles, the OFS plans that the models for the

major programs will be distributed for an Independent Verification and Validation review prior to the models being provided to the OMB and the independent financial statement auditor, GAO.

The OCFO is seeking to improve the quality and accuracy of its existing formulation models, develop reestimate models for each program, and develop a robust modeling process to improve the accuracy and performance of the models. The Contractor, at the discretion of the OCFO, may be required to provide modeling and analysis support for any of the programs listed below and for new programs that are initiated by the OFS or required by new legislation.

- Capital Purchase Program (CPP) equity investments,
- Systemically Significant Financial Institutions (SSFI) investments,
- Targeted Investment Program (TIP),
- Automobile & Auto Finance Industry Loan and Investment Programs,
- Term Asset-Backed Securities Loan Facility (TALF),
- Asset Guarantees under Section 102 of EESA, and
- Other programs that may be established under EESA.

The models forecast the cash flows associated with OFS's direct loan, loan guarantee, and equity investment programs. Forecasts of loan repayments, dividend payments, prepayments, defaults, fees, recoveries, expenses, preferred stock redemptions, and related cash flows are developed based on a variety of sources including comparable industry statistics, asset managers and independent asset valuation teams, as well as actual historical loan performance data. OFS's models may be built using a variety of software programs including SAS, STATA, and Excel.

The OFS's objectives for this procurement are to ensure it has sufficient resources to meet the Office of the Chief Financial Officer's goals in the following areas:

- Achieve an unqualified financial statement audit opinion.
- Provide timely and accurate formulation estimates for loan and equity programs in a constantly changing environment.
- Develop reestimate models for all programs that accurately reflect the core program terms and characteristics and incorporate appropriate industry standard practices.
- Ensure cash flow models meet all existing Federal Credit Reform Act (FCRA) requirements, Office of Management and Budget (OMB) directives, and Federal Accounting Standards Advisory Board (FASAB) standards, statements, technical releases and other requirements.
- Complete and maintain documentation of all models developed and the overall subsidy cost model development process.
- To the extent that including equity investments under FCRA introduces new elements and risks to the modeling process, identify and mitigate the risks.
- To the extent that discounting the cash flows at the risk adjusted rate as required by EESA introduces new elements and risks to the modeling process, identify and mitigate the risks.

While OFS generally has credit reform modeling expertise in-house, it requires Contractors proficient in the use of SAS software and Excel, including Visual Basic, to provide additional

ongoing assistance. Upon such time as the OFS ceases to establish and implement new loan, guarantee, and investment programs, the OFS may be able to maintain the models with its in-house resources, but OFS anticipates it will retain contractor support regardless to ensure continuity of operations and the achievement of its objectives.

Areas of work may include the following:

- Maintaining existing modeling processes;
- Development of models based on program requirements;
- Documentation and standard operating procedures of the models;
- Data collection, and performance and/or benefit analyses;
- Maintaining and enhancing 10-year forecasts for the programs and automating the updating of the plans;
- Processing data and updating tables for loan/investment performance web sites;
- Design and development of subsidy estimate and reestimate models as tasked;
- Sensitivity analysis and testing of the models;
- Documentation of approaches and findings used in the modeling efforts;
- Designing the automation of projected versus actual performance analyses;
- Automating other inputs and outputs, including use of loan/firm level data, used in the modeling process; and
- Document and/or review of any of the above activities.

Tasks to be Completed by the Contractor

The Contractor will provide the number of analysts needed to maintain, enhance and analyze loan guarantee and equity investment programs assigned. Effective credit reform modeling requires that the analyst responsible for a model/program understand the program and model. The finance programs operated by OFS are very sophisticated and will require models that include corporate finance concepts, macro-economic data, and industry specific data. The models may employ (or require an understanding of) regression analysis, Monte Carlo simulation, Black-Scholes option pricing models, the Black Derman Toy model, or other sophisticated statistical techniques used to forecast future performance. Tasks will relate to the following areas:

1. Development of new formulation models as needed based on the implementation of new TARP or OFS programs, including documentation, as outlined in the “Areas of Work” above.
2. Development of new reestimate models for existing and new programs, including documentation, as outlined in the “Areas of Work” above.
3. Routine modeling and analysis support for existing models and programs as outlined in the “Areas of Work” above.
4. Providing expert advice, analyses, and recommendations regarding options that should be considered for redesigning and/or developing enhancements to existing cash flow models for the OFS’s programs.
5. Supporting OFS staff in the design, development, testing, and documentation of models for new requirements or new asset purchase program.

6. Providing expert advice in performing analyses of performance and effectiveness indicators for the OFS's programs.
7. Other activities or projects as assigned.

Required Contractor Qualifications

The Contractor must have demonstrated experience developing and establishing credit reform cash flow models, government-wide policies, guidance, and procedures in the area of credit reform modeling. Knowledge of SAS and Excel, including Visual Basic, to build and maintain credit reform cash flow models, and an ability to work with large and disparate data sources are also required. Knowledge of corporate finance concepts, including preferred stock and warrants, and demonstrated application of these concepts is preferred. Knowledge and application of structured finance concepts is also preferred.

Government Furnished Property

The OFS shall provide desktop computers, software, office supplies and office space for the number of analysts required to support the credit reform programs assigned.

Requirements

Credit Reform Modeling and Analysis

Model Development and Maintenance

The contractor shall work with the OCFO to learn the modeling processes and programs at the OFS for programs that will be initially assigned. During the initial phase, the OFS will be simultaneously building new formulation models for new programs and developing reestimate models for all programs. The Contractor will be assigned a combination of reestimate models to be completed at staggered dates but no later than June 15, 2009. The models will subsequently be reviewed by an independent firm and then provided to OFS's independent financial statement auditor, the GAO. The programs that will likely be initially assigned are CPP, Autos, SSFI and TIP. The Contractor must propose the analyst hours that will be required to support those four programs. Additional programs may be assigned to the Contractor if the OFS does not have Federal Government employees available to support the process.

After the initial phase, the contractor will develop new formulation and reestimate models as necessary, maintain the models, refine reestimates for the OFS's financial statements and President's Budget, prepare estimates for the 2011 President's Budget submission and perform cost estimates and special analyses, as assigned. The Contractor is responsible for ensuring that any models or analyses generated can use the data in the OFS-provided format. The Contractor must complete the models with the data available and will be responsible for addressing data inaccuracies, incomplete data fields or other data quality issues or considerations that may arise.

The Contractor shall be solely responsible for complying with Privacy Act requirements governing any personal financial information provided by OFS on OFS loans, guarantees, equity investments and borrowers. The Contractor shall use Industry Standards and Best Practices in order to provide the services. The Contractor will treat all estimates and analysis requested by any party as “Confidential” and will not discuss any analysis or estimate with anyone but the requesting office without the express permission of the requesting office.

Ad Hoc Analyses

Ad hoc analyses are loan and equity program related projects that relate to the credit reform modeling process or some other aspect of the OFS’s loan and equity programs. Adhoc analyses may be requested to support critical elements of the responsibilities assigned the OFS Program Offices. The analyses typically require the application of the unique analytical skills set required for a highly qualified analyst that models Federal Credit Reform programs. The contractor is required to have available on a short notice basis (within 1 workday) an analyst to perform any requested ad hoc analysis.

Possible Fixed-Price Maintenance Order

The Department of the Treasury may issue a fixed price task order to cover the ongoing activities associated with maintaining and executing the existing credit subsidy formulation models and reestimate models. All standard activities associated with updating the models for actual prior year performance and new forecast assumptions will be included in this work stream. Any new analysis or new analytical features requested to be developed for the existing models would be covered by a separate labor-hour task order. Offerors should assume responsibility for ongoing maintenance activities for the following:

- Capital Purchase Program (CPP) equity investments;
- Systemically Significant Financial Institutions (SSFI) investments;
- Targeted Investment Program (TIP);
- Automobile & Auto Finance Industry Loan and Investment Programs; and
- Term Asset-Backed Securities Loan Facility (TALF).

OFS Credit Subsidy Models

The OFS has basic Excel models for all of the TARP transactions executed to date. Some of the programs (e.g. autos, SSFI, TIP) have been modeled on a deal-by-deal basis. For the Capital Purchase Program, OFS has a cash flow model that separates the cash flows into categories by financial institution size.

The OFS will provide the Contractor with the most recent versions of the Credit Subsidy models being used for formulation estimates, including available documentation.

Ownership of Models, Analyses, and Data

The OFS will retain ownership of all models, analyses, databases, and any other products or software generated while performing services under this contract. Any data provided by the OFS to the Contractor shall remain the property of the OFS. Any data generated through the modeling or analysis processes (including, but not limited to, credit subsidy models, loan program analyses, lender analyses, trend or demand analyses) shall become the property of the OFS and may not be released by the Contractor to any non-OFS office.

4.0 Task Orders And 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 this SOW arise. This process will commence with the submission of a request for task order proposal submitted via e-mail to the contractor by the Contracting Officer. The request will specifically identify the Treasury requirements for the project as contained generally in a statement of objectives, 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 contractor will submit a response to the Contracting Officer or the cognizant Contract Specialist by the request due date for a task order proposal. The contractor's response shall include a proposed project plan, identify any resources to be utilized, and include a detailed breakdown of pricing consistent with the rates established in Section II of the BPA. Upon submission of a proposal for the requirement by the contractor, the Treasury will evaluate the proposal to ensure that all Treasury requirements have been met. The Treasury may request a revised proposal. When the contractor proposal has been revised to the satisfaction of the Treasury, a task order will be issued. Task orders will be in writing and will be issued by the Contracting Officer.

- a. Generally, task orders will be issued using a performance-based Statement of Objectives (SOO) that describes the Treasury's desired outcome(s).
- b. The contractor in response shall offer:
 - (1) A statement of work for satisfying the outcome(s).
 - (2) Proposed performance measurement(s) or other metric(s) to determine achievement of the objective.
 - (3) Delivery date(s) or period of performance.
 - (4) Proposed price in accordance with pricing established in this BPA.
 - (5) Specific timeframe and details as necessary for actual performance measurement to determine acceptance.

The contractor's quote will be evaluated and discussions may be held, as needed, prior to issuance of an order. Generally, task orders will be issued within seven workdays from receipt of an acceptable offer from the contractor.

- c. The performance measurements shall be in direct support of the objectives. The individual task order will specify the compensation for meeting, exceeding or failing to achieve the objective to which the parties have agreed. While it is expected that most task orders will include a performance measurement or metric(s), it is recognized some tasks may not be appropriate for measurement.
- d. The quoted price shall be supported by the fixed service fees and estimated hours and associated labor category, as applicable, estimated travel costs, other direct costs, if any, and delivery schedule. Rates used in task order estimates shall be in accordance with the pricing established in this BPA. The performance measures agreed to and included in any task order will be the basis for acceptance of the contractor's work by the government.
- e. All deliverables (products) will be identified in individual task orders.
- f. Task orders will either be firm-fixed-price, or labor hour.

5.0 Deliverables

The specific deliverables required under task orders issued against this BPA will be set forth in the task orders themselves; however, in all cases the deliverables shall be provided to the COTR and the designated Government Task Manager under this contract:. It is anticipated that the deliverables will include the following:

5.1 Schedule Of Deliverables

The Contractor shall provide the deliverables as determined by the COTR from the list of deliverables listed below. Delivery dates may change as dates for budget submission, providing reestimates for the OFS's financial statements, or analyses deliverable dates are changed. The COTR will provide at least five days notice of a change in a deliverable except for adhoc type analyses which are typically required within two to four hours of the request. The COTR will review deliverables, including updates, usually within one business day of receipt. The Contractor must obtain acknowledgement from the COTR, or his/her designee, for a deliverable to be accepted. For purposes of the delivery schedule, the terms "day" and "days" shall mean calendar days, unless otherwise noted.

	Name of Deliverable	Frequency or Completion Time
1	Perform credit modeling enhancements as directed by the COTR	Throughout the delivery period
2	Prepare initial reestimate packages (model and program documentation, model change analyses, and credit models) for delivery to the IV&V review Contractor.	Annually, once per program during the period April thru September
3	Prepare initial reestimate packages (model and program documentation, model change analyses, and	Annually, once per program during the

	credit models) for delivery to the financial statement auditors and perform a test run of the reestimate processes.	period May thru September
4	Preparation of Treasury interest income and expense.	Annually in September
5	Preparation of final reestimates, including: documentation, models, and outputs for financial statement.	Annually in September or October
6	Preparation of reestimates, including: documentation, models, and outputs for the President's Budget.	Annually in October or November
7	Preparation of formulation estimates, including: documentation, models, and outputs for the President's Budget.	Annually in November or December
8	Preparation of Federal Credit Supplements and Credit Briefing Book for the President's Budget.	Annually in January
9	Adhoc analyses and computation of subsidy rates as requested	As many as several requests daily

5.2 Weekly Task Order Status Report. The contractor shall report each week the status as of the end of the previous week:

- a) Hours and dollars spent, including cumulative totals of each and a forecast of future costs through the next month and total cost at completion;
- b) Current contractor personnel engaged;
- c) Any contract issues; and
- d) Weekly accomplishments.
- e) The contractor shall notify the Contracting Officer when it has expended 75% of the hours awarded in each task order.

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

5.3 Travel and Per Diem

- a) 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 travel.
- b) 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/ftf.
- c) 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.

6.0 Other Terms and Conditions

6.1 Contractor Personnel Background Investigations

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

- (1) All applicable personnel shall be United States citizens or have lawful permanent resident status.
- (2) All applicable personnel shall be subject to a National Agency Check, Law and Credit (NACLC) investigation in accordance with the Department of the Treasury Security Manual (TD P 15-71). Applicable personnel shall not begin working on this requirement until all security forms have been properly completed and submitted to the Contracting Officer's Technical Representative for processing, unless otherwise specified by the Contracting Officer. The forms are as follows:
 - (a) Completed fingerprint cards
 - (b) Fair Credit Reporting Act Release
 - (c) 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 contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The Government reserves the right to determine if a Contractor employee assigned to a task shall continue with the task. The Contractor shall agree to remove the person assigned within one day of official notification by the Government and provide a replacement within five days. New hires or substitutions of personnel are subject to the NACLC investigation requirement.

All information collected under this contract shall be considered procurement sensitive. Contractor staff must be a United States citizen or possess alien status in the United States and be able to pass a Government background investigation, if required, by the Department of the Treasury.

During the period of this BPA, access to Department of the Treasury facilities for Contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any Treasury, or Treasury Bureau facility shall be clearly identifiable by a distinctive badge furnished by the Government.

In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the Contractor to provide this corporate identification. Upon the termination of the employment of any contractor personnel working on this task, all government furnished identification shall be returned to the issuing office. All on-site contractor personnel shall abide by security regulations applicable to that site.

The contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of this contract. In addition the contractor must have provided the personnel associated with this contract, all security awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the contractor.

6.2 Personnel Identity Verification Of Contractor Personnel (OCTOBER 2005)

The Contractor shall comply with Treasury and Bureau personal identity verification procedures that implement HSPD-12, OMB guidance memorandum M-05-24 and FIPS Pub 201.

The Contractor shall insert this provision in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

6.3 Confidentiality

The Contractor recognizes that, in performing this contract, the Contractor may obtain access to non-public information that is confidential or proprietary in nature. Except as permitted by the contract, the Contractor agrees that it, its employees, its subcontractors, and its subcontract employees will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance of this agreement for any purpose other than to perform work under the contract without first receiving written permission from the Contracting Officer. The Contractor shall secure information received from or prepared or gathered for the Treasury Department under this contract in a secure location with access limited to only those personnel with a "need to know." Notwithstanding any other language contained herein, the Contractor shall comply with 31 CFR § 31.217.

6.4 Key Personnel

During the contract performance period, any substitution or replacement of key personnel must be proposed by the Contractor and authorized by the Contracting Officer.

6.5 Cooperating with Other Organizations

The Contractor agrees to cooperate with representatives of other contractors, Federal Reserve Banks, Federal agencies, governmental entities, and other organizations as may be required by the Treasury.

6.6 Labor Rates

Labor provided under this contract and its task orders shall be in accordance with the labor rates and categories provided in Contractor's proposal as set forth in the Labor Rate Table. Labor rates may be lower than but may not exceed those set forth in the Labor Rate Table.

6.7 CONFLICTS OF INTEREST

(a) Treasury HAS NOT WAIVED any potential conflicts of interest as defined by the Federal Acquisition Regulation (FAR), or 31 CFR Part 31. Further, Contractor agrees that its future relationship with Treasury will be governed by the FAR, 31 CFR 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 Treasury pursuant to Section 108(b) of the Emergency Economic Stabilization Act of 2008 (EESA).

(b) Prior to each assignment of a new matter, 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 CFR 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 the information specified in 31 CFR § 31.211(b)(1) – (b)(6). Only after receiving this information will Treasury determine whether conflicts prevent the Contractor from representing Treasury in that specific legal matter.

(c) 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 CFR 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: (1) refusal to waive a conflict; (2) termination of this contract for default; (3) debarment of the contractor from federal contracting; (4) referral to the appropriate state licensing authorities; and/or, in appropriate cases (5) civil or criminal actions.

(d) It is solely within the discretion of the Treasury Department to determine whether 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 will follow Treasury Department policies and procedures and to cooperate fully in the orderly transfer of such matters.

(e) In addition to complying with 31 CFR Part 31 and any other applicable restrictions, the Contractor will: (1) have all employees assigned to work under this agreement receive conflicts training in consultation with the EESA Compliance Office and (2) enter into and enforce agreements with all employees assigned to work under this contract prohibiting such employees from working for any other entity regarding a specific matter that is the subject of a task order under this contract during the term of the contract and for six months thereafter.

(f) Prior to beginning work on each assignment of a new matter involving named entities, or assigning a new employee to such an existing matter, the Contractor shall obtain and review the submissions required by 31 CFR § 31.212 for personal conflicts of interest, and certify in writing to Treasury that all such individuals have no personal conflicts of interest, or are subject to a mitigation plan or waiver approved by Treasury. Contractor agrees not to permit any such individual to perform work under the Contract for any such institution or related entities of such institution with which such employee has disclosed a personal conflict of interest pursuant to 31 CFR § 31.212, absent obtaining Treasury's prior consent. In making this determination, the Contractor may rely on the information obtained pursuant to 31 CFR § 31.212(b), unless the Contractor knows or should have known that the information provided is false or inaccurate.

(g) The Treasury, on its own behalf or through an entity contracted by the Treasury, may conduct an annual or ad hoc review of the Contractor's compliance with all conflicts of interest and confidentiality obligations and responsibilities set forth in this contract. Additional reviews may be conducted by oversight bodies with explicit authority over the TARP including the Office of the Special Inspector General for the Troubled Asset Relief Program ("SIGTARP") and the U.S. Government Accountability Office ("GAO"). The Contractor shall cooperate fully with the Treasury or its designated representative and provide it with any and all such information (in whatever form) requested by it in order to perform such a review.

(h) The Contractor shall include this clause in all subcontracts, consultant agreements, and lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

6.8 Publicity Requirements

The Contractor agrees to submit within 48 hours of contract or task order award a .pdf file of the fully executed contract or order with all proprietary information redacted for the purposes of having the redacted contract made public at the sole discretion of the Department of the Treasury. The Contractor shall supply the point of contact to work directly with the Public Affairs office of the Department of the Treasury.

6.9 Fiduciary Duty

The contractor agrees that it shall have a fiduciary duty to the Government in its performance under this BPA.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

The contractor shall furnish all resources, management, supervision, and services (except for Government furnished items) 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 Categories	Hourly Labor Rate Current Year	Hourly Labor Rate CY 2010	Hourly Labor Rate CY 2011	Hourly Labor Rate CY 2012	Hourly Labor Rate CY 2013
Subject Matter Expert	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
Project Director	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
Sr. Manager	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
Manager II	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
Manager I	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
Sr. Analyst II	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
Sr. Analyst I	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
Analyst I	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED

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:

PATRICK BREEN
PROCUREMENT SERVICES DIVISION
U.S. DEPARTMENT OF THE TREASURY
1425 New York Ave, Room 1010
WASHINGTON, DC 20220
Phone Number: 202-622-0248

- 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 contract, and notwithstanding any clauses contained elsewhere in this contract, 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 contract 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:

To be given at time of award

- (b) Performance of work under this contract 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";

3.0 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.
- (c) A copy of the transmittal letter forwarding the deliverable(s) to the specified destination(s) shall be directed to the Contracting Officer at the address in Section V.

5.0 Invoices

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

Department of the Treasury
Office of Financial Management
1500 Pennsylvania Avenue, NW
Metropolitan Square Building
6th Floor
Washington, D.C. 20228-0001
- (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:
 - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include —
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract 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 contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (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, upon which award of this order shall be based, 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 thereunder. 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 Blanket Purchase Agreement (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 Director for this BPA is:

Name: REDACTED
Office No: REDACTED
E-Mail Address: REDACTED

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

Name: REDACTED
Office 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

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 March 18, 2009 is incorporated by reference into this blanket purchase agreement.