

SOLICITATION/CONTRACT ORDER FOR COMMERCIAL ITEM
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 12PR-OFS-002
PAGE OF: 1 56
2. CONTRACT NO.: TOFS-12-D-0002
3. AWARD EFFECTIVE DATE: 02/02/2012
4. ORDER NUMBER:
5. SOLICITATION NUMBER: TOFS-11-S-0013
6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: TONYA KEMP
8. TELEPHONE NUMBER (No collect calls):
9. OFFER DUE DATE/LOCAL TIME:

10. THIS ACQUISITION IS:
 UNRESTRICTED OR
 SET ASIDE % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS SOLE SOURCE
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SVA)
NAICS: 519190
G22 STANDARD: \$7.00

11. DELIVERY FOR FDS DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
12. DISCOUNT TERMS:
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700)
13b. RATING:
14. METHOD OF SOLICITATION:
 IFB RFP

15. DELIVER TO CODE: OFS-1
INTERNAL REVENUE SERVICE
6009 OKON HILL ROAD
7TH FLOOR
WASHINGTON DC 20036
16. ADMINISTERED BY CODE: TDP-IRS
INTERNAL REVENUE SERVICE
6009 OKON HILL ROAD
7TH FLOOR
OKON HILL MD 20745

17a. CONTRACTOR/OFFEROR CODE: 619648199 FACILITY CODE:
MOODY'S ANALYTICS INC.
7 WORLD TRADE CENTER
250 GREENWICH STREET
NEW YORK NY 10007-2140
18. PAYMENT WILL BE MADE BY CODE: ARC/ASD/OFS
ARC/ASD/OFS
ARC/ASD/OFS, AVERY 3G
P.O. BOX 1328
OFS@BPD.TREAS.GOV
PARKERSBURG WV 26106-1328

19a. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
19b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>THE CONTRACTOR SHALL PROVIDE DATA SUBSCRIPTION SERVICES AS DESCRIBED IN THE STATEMENT OF WORK.</p> <p>See Section I for the Pricing Schedule. The prices identified herein are Estimated Not-to-Exceed (NTE) amounts.</p> <p>The due date/time frame identified on Page 27, for Non-Disclosure Agreements (Reference Section 2.1.1.5) is administratively corrected from the solicitation to read "5 calendar days from Task (Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT REF. **Moody's Analytics** OFFER DATED **09/16/2011**. 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: *[Signature]*
30b. DATE SIGNED: 2/2/2012
31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER: *[Signature]*
31b. NAME OF CONTRACTING OFFICER (Type of print): TONYA P. KEMP
31c. DATE SIGNED: 2/2/2012

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 12PR-OFS-002		PAGE OF 1 56	
2. CONTRACT NO. TOFS-12-D-0002		3. AWARD/ EFFECTIVE DATE 02/02/2012		4. ORDER NUMBER		5. SOLICITATION NUMBER TOFS-11-S-0013	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TONYA KEMP		b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY INTERNAL REVENUE SERVICE 6009 OXON HILL ROAD 7TH FLOOR OXON HILL MD 20745		CODE TDP-IRS		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"/> SOLE SOURCE <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 519190 SIZE STANDARD: \$7.00			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO OFS-1 DEPARTMENT OF THE TREASURY 1801 L STREET, NW WASHINGTON DC 20036		CODE OFS-1		16. ADMINISTERED BY INTERNAL REVENUE SERVICE 6009 OXON HILL ROAD 7TH FLOOR OXON HILL MD 20745		CODE TDP-IRS	
17a. CONTRACTOR/ OFFEROR MOODY'S ANALYTICS INC. 7 WORLD TRADE CENTER 250 GREENWICH STREET NEW YORK NY 10007-2140		CODE 619648199		FACILITY CODE		18a. PAYMENT WILL BE MADE BY ARC/ASD/OFS ARC/ASD/OFS, AVERY 3G P.O. BOX 1328 OFS@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	
TELEPHONE NO.							
<input type="checkbox"/> 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
	<p>THE CONTRACTOR SHALL PROVIDE DATA SUBSCRIPTION SERVICES AS DESCRIBED IN THE STATEMENT OF WORK.</p> <p>See Section I for the Pricing Schedule. The prices identified herein are Estimated Not-to-Exceed (NTE) amounts.</p> <p>The due date/time frame identified on Page 27, for Non-Disclosure Agreements (Reference Section 2.1.1.5) is administratively corrected from the solicitation to read "5 calendar days from Task <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i></p>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i> \$0.00	
<input type="checkbox"/> 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.				<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 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.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. <u>Moody's Analytics</u> OFFER DATED <u>09/16/2011</u> . 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 <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED	
				TONYA P. KEMP			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Order award". The contract has a period of performance for one year, from February 2, 2012 - February 1, 2013, with four optional years for a total of five years. Period of Performance: 02/02/2012 to 02/01/2017				
0001	Base Year - Data Subscription Services - 02/02/12 - 2/1/13 Obligated Amount: \$0.00 The dollar amount identified for the Base Year is an estimated NTE amount.				<div style="background-color: black; width: 100px; height: 15px;"></div>
0002	Option Year I - Data Subscription Services - 2/2/13 - 2/1/14 Amount: <div style="background-color: black; width: 100px; height: 15px;"></div> (Option Line Item) 02/01/2013 The dollar amount identified for Option Year I is an estimated NTE amount.				0.00
0003	Option Year II - Data Subscription Services - 2/2/14 - 2/1/15 Amount: <div style="background-color: black; width: 100px; height: 15px;"></div> (Option Line Item) 02/01/2014 Continued ...				0.00

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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)		
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
TOFS-12-D-0002

PAGE OF
3 56

NAME OF OFFEROR OR CONTRACTOR
MOODY'S ANALYTICS INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>The dollar amount identified for Option Year II is an estimated NTE amount.</p> <p>Option Year III - Data Subscription Services - 2/2/15 - 2/1/16 Amount: ██████████ (Option Line Item) 02/01/2015</p>				0.00
0005	<p>The dollar amount identified for Option Year III is an estimated NTE amount.</p> <p>Option Year IV - Data Subscription Services - 2/2/16 - 2/1/17 Amount: ██████████ (Option Line Item) 02/01/2016</p>				0.00
	<p>The dollar amount identified for Option Year IV is an estimated NTE amount.</p> <p>The total amount of award: \$8,232,690.00. The obligation for this award is shown in box 26.</p>				

SECTION 1
SCHEDULE OF SUPPLIES AND SERVICES AND PRICES

1.1 Maximum and Minimum Contract Value

This is an Indefinite Delivery Indefinite Quantity (IDIQ) for data subscription services as described in Section 2, Statement of Work. The IDIQ contract shall have a minimum ordering value of \$1,000,000, and a maximum (ceiling) ordering value of \$9,500,000.00.

1.2 Task or Delivery Orders

Task or Delivery Orders will be placed against this IDIQ contract and will be awarded on a Firm Fixed Price basis, including all Other Direct Costs, and travel expenses where appropriate. All supplies and services provided shall be specified therein.

1.3 Travel

There is no additional fee for the Contractor's employees to travel to any of Treasury's offices for installation, implementation, training, etc.

1.4 Pricing Template for Subscription, Licenses and Training

The cost of the libraries include access to all historical performance data, surveillance data, loan/collateral level data (if available), cash flow modeling capabilities, and performance assumptions/modeling capabilities pursuant to the requirements in Section 2.1 of the Statement Work (See: Section 2 – Statement of Work). In addition, the cost of the libraries must include access for available CUSIPs (e.g. those in the TALF and PPIP portfolios as well as CUSIPs available from the Contractor but not in those portfolios).

Treasury may require up to 20 user licenses per year. Within 5 days of task order award, Treasury will require access to all libraries listed except the RMBS purchased by GSEs¹. For the subsequent option year periods, Treasury reserves the right to reevaluate and change the number of libraries required (up to 8 for TALF and PPIP, and 9 if the RMBS purchased by GSEs is requested).

Pricing Template

CLIN 0001: Base Year (12 months): 2/2/2012 – 2/1/2013 - Pricing Template for Subscription Data/Libraries

Treasury must have the option, at its sole discretion, to purchase any varying combination of the subscription libraries listed in the pricing template. The Contractor may merge or split

¹ Note: This work will be a portion of the initial task under this IDIQ contract.

categories based on how it packages its Commercial off the Shelf (COTS) products, using the Contractor's Library Equivalent column and an accompanying explanation.

CLIN #	Library/Product Description	Contractor Product Equivalent	Quantity (Users)	Unit Treasury can add up to 25% CUSIPs in any asset class	Unit Price	Yearly Price
0001A	Non-agency Residential Mortgage Backed Securities Deal Model Library	Structured Finance Workstation Platform ("SFWP")	NTE 20	2000	n/a	████████
0001B	Agency (purchased by GSEs) RMBS Deal Model Library	SFWP	NTE 20	500	n/a	████████
0001C	ABS Auto Deal Model Library	SFWP	NTE 20	60	n/a	████████
0001D	ABS Credit Card Deal Model Library	SFWP	NTE 20	30	n/a	████████
0001E	ABS Equipment Deal Model Library	SFWP	NTE 20	20	n/a	████████
0001F	ABS Student Loan Deal Model Library	SFWP	NTE 20	20	n/a	████████
0001G	ABS Small Business Deal Model Library	SFWP	NTE 20	100	n/a	████████
0001H	ABS Other Deal Model Library	SFWP	NTE 20	30	n/a	████████
0001I	Commercial Mortgage Backed Securities (CMBS) Deal Model Library	SFWP	NTE 20	500	n/a	████████
0001J	Historical Performance Data	SFWP & FTP Feeds	NTE 20	-	-	████████
0001K	Set-up Costs	Implementation & Integration		-	-	████████

CLIN 0002: Base Year (12 months): 2/2/2012 – 2/1/2013 - Pricing Template for Licenses

Treasury must have the option, at its sole discretion, to purchase the application and licenses for any number of users to access the model application listed in the pricing template.

Not Separately Priced (NSP)

0002 Model Application License	Quantity	Unit	Price	Yearly per Unit Price	Comments
	Unlimited	EA	\$ -	\$ NSP	The yearly prices outlined above include unlimited licenses.

CLIN 0003: Base Year (12 months): 2/2/2012 – 2/1/2013 - Pricing Template for Training

CLIN #	Training Description	Quantity	Unit	Unit Price	Yearly price	Comments
0003A	One user guide for the model application (Section 2.1.4.1 of Attachment 1) per task order	1 per task order	EA	-	NSP	The yearly prices outlined above include the training requirements outlined in this section for unlimited users.
0003B	Access to internet based training (price per licensed user) (Section 2.1.4.4 of Attachment 1)	NTE 20	Users	-	NSP	The yearly prices outlined above include the training requirements outlined in this section for unlimited users.
0003C	One in-person training session in Washington, DC within 30 days of award Note: In comments column, please specify number of attendees for price quoted. (Section 2.1.4.2 of Attachment 1)	1 per task order	EA	-	NSP	The yearly prices outlined above include the training requirements outlined in this section for unlimited users.
0003D	One in-person training session in Washington, DC when all libraries are substantially complete Note: In comments column, please	1 per task order	EA	-	NSP	The yearly prices outlined above include the training requirements outlined in this section for unlimited

	specify number of attendees for price quoted.(Section 2.1.4.3 of Attachment 1)					users.
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CLIN 0004: Base Year (12 months): 2/2/2012 – 2/1/2013 – Travel **Price**
\$NSP

There is no additional fee for Moody’s Analytics employees to travel to any of Treasury’s offices for installation, implementation, training, etc.

Base Year Estimated NTE Price	
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CLIN 1001: Option Year I (12 months): 2/2/2013 – 2/1/2014 - Pricing Template for Subscription Data/Libraries

Treasury must have the option, at its sole discretion, to purchase any varying combination of the subscription libraries listed in the pricing template. Vendors may merge or split categories based on how it packages its COTS products, using the Contractor Library Equivalent column and an accompanying explanation.

CLIN #	Library/Product Description	Contractor Product Equivalent	Quantity (Users)	Unit Treasury can add up to 25% CUSIPs in any asset class	Unit Price	Yearly Price
1001A	Non-agency Residential Mortgage Backed Securities Deal Model Library	Structured Finance Workstation Platform (“SFWP”)	NTE 20	2000	n/a	
1001B	Agency (purchased by GSEs) RMBS Deal Model Library	SFWP	NTE 20	500	n/a	
1001C	ABS Auto Deal Model Library	SFWP	NTE 20	60	n/a	
1001D	ABS Credit Card Deal Model Library	SFWP	NTE 20	30	n/a	
1001E	ABS Equipment Deal Model Library	SFWP	NTE 20	20	n/a	
1001F	ABS Student Loan Deal Model Library	SFWP	NTE 20	20	n/a	
1001G	ABS Small Business Deal Model Library	SFWP	NTE 20	100	n/a	
1001H	ABS Other Deal Model Library	SFWP	NTE 20	30	n/a	
1001I	Commercial Mortgage Backed Securities (CMBS) Deal Model Library	SFWP	NTE 20	500	n/a	
1001J	Historical Performance Data	SFWP & FTP	NTE 20	-	-	

CLIN 1002: Option Year I (12 months): 2/2/2013 – 2/1/2014 - Pricing Template for Licenses

Treasury must have the option, at its sole discretion, to purchase the application and licenses for any number of users to access the model application listed in the pricing template.

1002 Model Application License	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Yearly per Unit Price</u>	<u>Comments</u>
	Unlimited	EA	\$ -	\$ NSP	The yearly prices outlined above include unlimited licenses.

CLIN 1003: Option Year I (12 months): 2/2/2013 – 2/1/2014 - Pricing Template for Training

CLIN #	Training Description	Quantity	Unit	Unit Price	Yearly price	Comments
1003A	One user guide for the model application (Section 2.1.4.1 of Attachment 1) per task order	1 per task order	EA	-	NSP	The yearly prices outlined above include the training requirements outlined in this section for unlimited users.
1003B	Access to internet based training (price per licensed user) (Section 2.1.4.4 of Attachment 1)	NTE 20	Users	-	NSP	The yearly prices outlined above include the training requirements outlined in this section for unlimited users.
1003C	One in-person	1 per	EA	-	NSP	The yearly

	training session in Washington, DC within 30 days of award Note: In comments column, please specify number of attendees for price quoted. (Section 2.1.4.2 of Attachment 1)	task order				prices outlined above include the training requirements outlined in this section for unlimited users.
1003D	One in-person training session in Washington, DC when all libraries are substantially complete Note: In comments column, please specify number of attendees for price quoted. (Section 2.1.4.3 of Attachment 1)	1 per task order	EA	-	NSP	The yearly prices outlined above include the training requirements outlined in this section for unlimited users.

CLIN 1004: Option Year I (12 months): 2/2/2013 – 2/1/2014 – Travel **Price** **NSP**

There is no additional fee for Moody’s Analytics employees to travel to any of Treasury’s offices for installation, implementation, training, etc.

Option Year I Estimated NTE Price	
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CLIN 2001: Option Year II (12 months): 2/2/2014 – 2/1/2015 - Pricing Template for Subscription Data/Libraries

Treasury must have the option, at its sole discretion, to purchase any varying combination of the subscription libraries listed in the pricing template. Vendors may merge or split categories based

on how it packages its COTS products, using the Contractor Library Equivalent column and an accompanying explanation.

CLIN #	Library/Product Description	Contractor Product Equivalent	Quantity (Users)	Unit Treasury can add up to 25% CUSIPs in any asset class	Unit Price	Yearly Price
2001A	Non-agency Residential Mortgage Backed Securities Deal Model Library	Structured Finance Workstation Platform ("SFWP")	NTE 20	2000	n/a	
2001B	Agency (purchased by GSEs) RMBS Deal Model Library	SFWP	NTE 20	500	n/a	
2001C	ABS Auto Deal Model Library	SFWP	NTE 20	60	n/a	
2001D	ABS Credit Card Deal Model Library	SFWP	NTE 20	30	n/a	
2001E	ABS Equipment Deal Model Library	SFWP	NTE 20	20	n/a	
2001F	ABS Student Loan Deal Model Library	SFWP	NTE 20	20	n/a	
2001G	ABS Small Business Deal Model Library	SFWP	NTE 20	100	n/a	
2001H	ABS Other Deal Model Library	SFWP	NTE 20	30	n/a	
2001I	Commercial Mortgage Backed Securities (CMBS) Deal Model Library	SFWP	NTE 20	500	n/a	
2001J	Historical Performance Data	SFWP & FTP Feeds	NTE 20	-	-	

CLIN 2002: Option Year II (12 months): 2/2/2014 – 2/1/2015 - Pricing Template for Licenses

Treasury must have the option, at its sole discretion, to purchase the application and licenses for any number of users to access the model application listed in the pricing template.

	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Yearly per Unit Price</u>	<u>Comments</u>
2002 Model Application License	Unlimited	EA	\$ -	\$ NSP	The yearly prices outlined above include unlimited licenses.

CLIN 2003: Option Year II (12 months): 2/2/2014 – 2/1/2015 - Pricing Template for Training

CLIN #	Training	Quantity	Unit	Unit	Yearly	Comments
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	Description			Price	price	
2003A	One user guide for the model application (Section 2.1.4.1 of Attachment 1) per task order	1 per task order	EA	-	NSP	The yearly prices outlined above include the training requirements outlined in this section for unlimited users.
2003B	Access to internet based training (price per licensed user) (Section 2.1.4.4 of Attachment 1)	NTE 20	Users	-	NSP	The yearly prices outlined above include the training requirements outlined in this section for unlimited users.
2003C	One in-person training session in Washington, DC within 30 days of award Note: In comments column, please specify number of attendees for price quoted. (Section 2.1.4.2 of Attachment 1)	1 per task order	EA	-	NSP	The yearly prices outlined above include the training requirements outlined in this section for unlimited users.
2003D	One in-person training session in Washington, DC when all libraries are substantially complete Note: In comments	1 per task order	EA	-	NSP	The yearly prices outlined above include the training requirements outlined in this section

	column, please specify number of attendees for price quoted.(Section 2.1.4.3 of Attachment 1)					for unlimited users.
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CLIN 2004: Option Year II (12 months): 2/2/2014 – 2/1/2015 – Travel **Price**
\$ NSP

There is no additional fee for Moody’s Analytics employees to travel to any of Treasury’s offices for installation, implementation, training, etc.

Option Year II Estimated NTE Price	
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**CLIN 3001: Option Year III (12 months): 2/2/2015 – 2/1/2016 - Pricing Template for
Subscription Data/Libraries**

Treasury must have the option, at its sole discretion, to purchase any varying combination of the subscription libraries listed in the pricing template. Vendors may merge or split categories based on how it packages its COTS products, using the Contractor Library Equivalent column and an accompanying explanation.

CLIN #	Library/Product Description	Contractor Product Equivalent	Quantity (Users)	Unit Treasury can add up to 25% CUSIPs in any asset class	Unit Price	Yearly Price
3001A	Non-agency Residential Mortgage Backed Securities Deal Model Library	Structured Finance Workstation Platform (“SFWP”)	NTE 20	2000	n/a	
3001B	Agency (purchased by GSEs) RMBS Deal Model Library	SFWP	NTE 20	500	n/a	
3001C	ABS Auto Deal Model Library	SFWP	NTE 20	60	n/a	
3001D	ABS Credit Card Deal Model Library	SFWP	NTE 20	30	n/a	
3001E	ABS Equipment Deal Model Library	SFWP	NTE 20	20	n/a	
3001F	ABS Student Loan Deal Model Library	SFWP	NTE 20	20	n/a	
3001G	ABS Small Business Deal Model Library	SFWP	NTE 20	100	n/a	

3001H	ABS Other Deal Model Library	SFWP	NTE 20	30	n/a	██████
3001I	Commercial Mortgage Backed Securities (CMBS) Deal Model Library	SFWP	NTE 20	500	n/a	██████
3001J	Historical Performance Data	SFWP & FTP Feeds	NTE 20	-	-	██████

CLIN 3002: Option Year III (12 months): 2/2/2015 – 2/1/2016 - Pricing Template for Licenses

Treasury must have the option, at its sole discretion, to purchase the application and licenses for any number of users to access the model application listed in the pricing template.

	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Yearly per Unit Price</u>	<u>Comments</u>
3002 Model Application License	Unlimited	EA	\$ -	\$ NSP	The yearly prices outlined above include unlimited licenses.

CLIN 3003: Option Year III (12 months): 2/2/2015 – 2/1/2016 - Pricing Template for Training

CLIN #	Training Description	Quantity	Unit	Unit Price	Yearly price	Comments
3003A	One user guide for the model application (Section 2.1.4.1 of Attachment 1) per task order	1 per task order	EA	-	NSP	The yearly prices outlined above include the training requirements outlined in this section for unlimited users.
3003B	Access to internet based training (price per licensed user) (Section	NTE 20	Users	-	NSP	The yearly prices outlined above include the training

	2.1.4.4 of Attachment 1)					requirements outlined in this section for unlimited users.
3003C	One in-person training session in Washington, DC within 30 days of award Note: In comments column, please specify number of attendees for price quoted. (Section 2.1.4.2 of Attachment 1)	1 per task order	EA	-	NSP	The yearly prices outlined above include the training requirements outlined in this section for unlimited users.
3003D	One in-person training session in Washington, DC when all libraries are substantially complete Note: In comments column, please specify number of attendees for price quoted. (Section 2.1.4.3 of Attachment 1)	1 per task order	EA	-	NSP	The yearly prices outlined above include the training requirements outlined in this section for unlimited users.

CLIN 3004: Option Year III (12 months): 2/2/2015 – 2/1/2016 – Travel Price \$ NSP

There is no additional fee for Moody's Analytics employees to travel to any of Treasury's offices for installation, implementation, training, etc.

Option Year III Estimated NTE Price	
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CLIN 4001: Option Year IV (12 months): 2/2/2016 – 2/1/2017 - Pricing Template for Subscription Data/Libraries

Treasury must have the option, at its sole discretion, to purchase any varying combination of the subscription libraries listed in the pricing template. Vendors may merge or split categories based on how it packages its COTS products, using the Contractor Library Equivalent column and an accompanying explanation.

CLIN #	Library/Product Description	Contractor Product Equivalent	Quantity (Users)	Unit Treasury can add up to 25% CUSIPs in any asset class	Unit Price	Yearly Price
4001A	Non-agency Residential Mortgage Backed Securities Deal Model Library	Structured Finance Workstation Platform ("SFWP")	NTE 20	2000	n/a	████████
4001B	Agency (purchased by GSEs) RMBS Deal Model Library	SFWP	NTE 20	500	n/a	████████
4001C	ABS Auto Deal Model Library	SFWP	NTE 20	60	n/a	████████
4001D	ABS Credit Card Deal Model Library	SFWP	NTE 20	30	n/a	████████
4001E	ABS Equipment Deal Model Library	SFWP	NTE 20	20	n/a	████████
4001F	ABS Student Loan Deal Model Library	SFWP	NTE 20	20	n/a	████████
4001G	ABS Small Business Deal Model Library	SFWP	NTE 20	100	n/a	████████
4001H	ABS Other Deal Model Library	SFWP	NTE 20	30	n/a	████████
4001I	Commercial Mortgage Backed Securities (CMBS) Deal Model Library	SFWP	NTE 20	500	n/a	████████
4001J	Historical Performance Data	SFWP & FTP Feeds	NTE 20	-		████████

CLIN 4002: Option Year IV (12 months): 2/2/2016 – 2/1/2017- Pricing Template for Licenses

Treasury must have the option, at its sole discretion, to purchase the application and licenses for any number of users to access the model application listed in the pricing template.

	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Yearly per Unit Price</u>	<u>Comments</u>
4002 Model Application License	Unlimited	EA	\$ -	\$ NSP	The yearly prices outlined above include unlimited licenses

CLIN 4003: Option Year IV (12 months): 2/2/2016 – 2/1/2017 - Pricing Template for Training

CLIN #	Training Description	Quantity	Unit	Unit Price	Yearly price	Comments
4003A	One user guide for the model application (Section 2.1.4.1 of Attachment 1) per task order	1 per task order	EA	-	NSP	The yearly prices outlined above include the training requirements outlined in this section for unlimited users.
4003B	Access to internet based training (price per licensed user) (Section 2.1.4.4 of Attachment 1)	NTE 20	Users	-	NSP	The yearly prices outlined above include the training requirements outlined in this section for unlimited users.
4003C	One in-person training session in Washington, DC within 30 days of award Note: In comments column, please specify number of attendees for price quoted. (Section 2.1.4.2 of Attachment 1)	1 per task order	EA	-	NSP	The yearly prices outlined above include the training requirements outlined in this section for unlimited users.
4003D	One in-person training session in Washington,			-	NSP	The yearly prices outlined

	DC when all libraries are substantially complete Note: In comments column, please specify number of attendees for price quoted.(Section 2.1.4.3 of Attachment 1)					above include the training requirements outlined in this section for unlimited users.
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CLIN 4004: Option Year IV (12 months): 2/2/2016 – 2/1/2017 – Travel **Price**
\$ NSP

There is no additional fee for Moody’s Analytics employees to travel to any of Treasury’s offices for installation, implementation, training, etc.

Option Year IV Estimated NTE Price	
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Estimated NTE Total Contract Price	\$8,232,690
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SECTION 2

STATEMENT OF WORK ABS/MBS DATA SUBSCRIPTION ACQUISITION

1.0 Background

In furtherance of the OFS mission to provide stability and prevent disruption to the U.S. financial markets, and to implement the Emergency Economic Stabilization Act of 2008 (the Act), the Troubled Assets Relief Program (TARP) was established to restore liquidity and stability to the financial system of the United States.

Specific assets acquired toward that end for the portfolio include: a) equity investments in various entities; b) debt obligations and loans to various entities; c) guarantees to certain financial organizations; and d) programs to mitigate foreclosures. In addition, to promote market stability, OFS may decide to include other types of asset backed securities and other obligations in its portfolio.

Consistent with the Act, the Treasury's policy goals for the portfolio of troubled mortgage-related assets are to: a) provide stability and prevent further disruption to the financial markets and banking system; b) ensure mortgage availability; c) protect the interests of taxpayers; and d) promote transparency. The portfolio mandate and specific investment strategies may change over time but will remain consistent with these policy goals.

By acquiring, managing, and orderly liquidating the troubled assets, 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.

2.0 Description of Service Need

The Department of the Treasury's Office of Financial Stability and other offices within Treasury's Departmental Offices requires: a) a subscription to data sources (i.e., libraries) for Asset Backed Securities (ABS) and Mortgage Backed Securities (MBS) which allow Treasury to generate cash flows for securities held by Treasury, and includes services related to updating the Contractor's existing data libraries (i.e., a library is a database used by a cash flow model) to incorporate additional securities held by Treasury during the performance period; b) documentation and support for all data, processes, and models related to the data libraries; c) licenses to use the Contractor's Commercial Off-the-Shelf (COTS) Application to access the data libraries; and d) training on how to use the Contractor's COTS' application. The services are necessary in order for Treasury to complete a fair and effective valuation of investments in Special Purchased Vehicles (SPV), and allow Treasury to project future cash flows of the securities purchased by the SPVs. The valuations of the Treasury investments in the SPVs are required by the Federal Credit Reform Act of 1990 (FCRA).

2.1 Requirements

2.1.1 Subscription to Data Libraries

The subscription must include data libraries of structured finance deals comprising U.S. originated Residential Mortgage Backed Securities (RMBS), Commercial Mortgage Backed Securities (CMBS), and Asset Backed Securities (ABS). The subscription to the data libraries must include: a) Cash Flow Modeling Engines; b) Integrated Contractor provided Performance Assumptions; and c) Historical and Surveillance Data. Sections 2.1.1.1-2.1.1.6 contains detailed requirements for the data libraries.

The Offeror must have industry experience with: a) gathering data typically available from loan securitizers, servicers, and nationally recognized credit rating agencies; b) creating financial cash flow and performance models integrated with the data sources for various structured financial deals; and c) making the information readily available to its subscribers in an easy to retrieve format and means using a COTS Application.

The data libraries, which are listed in Section 2.1.1.5 item 6, shall contain data and cash flow models that can be used to generate cash flows for securities held by Treasury related to, but not limited to, its' Troubled Asset Relief Program (TARP). The subscription to the data libraries shall allow Treasury the capability to run cash flow scenarios and cash flow stress tests on its portfolios based on user provided and Contractor provided performance assumptions; and shall provide Treasury with historical performance and surveillance information for analysis purposes to calculate the value of Treasury investments in SPVs that are part of the Term Asset-Backed Security Loan Facility (TALF) and Public Private Investment Program (PPIP) per the Emergency Economic Stabilization Act of 2008 (EESA).

The subscription access must fully meet the requirements specifically outlined below in the following subsections.

2.1.1.1 Cash Flow Modeling Engines

The Cash Flow Modeling Engines must allow Treasury to:

1. Produce, view, and export CUSIP cash flows for individual CUSIPs or for entire portfolios.
2. Access all existing available data libraries, and all Treasury held structured finance deals in the data libraries specified in the Section 2.1.1.5 item 6.
3. Control model inputs and assumptions such as prepayments, defaults, loss/recovery rates, delinquency rates, interest rates, etc.
4. Run analysis for individual deals and for Treasury defined portfolios.
5. Store user defined assumptions, portfolio of deals, etc. to allow the cash flow models to be run in an automated manner.

In addition, all structural features of the deals must be accurately modeled, including split-loan structures, loss allocations, triggers, prepayment penalty allocations, and interest-rate hedges. The Cash Flow Modeling Engines must:

1. Import comprehensive portfolio of deals.
2. Apply Contractor or Treasury provided performance assumptions for each scenario, including all historical sets of scenarios provided to Treasury.
3. Import deal level vector assumptions for multiple scenarios. Given an imported portfolio of deals, the financial model must be able to handle multiple scenarios for each deal. For each scenario, the user must be able to specify deal level assumptions such as prepayments, defaults, loss/recovery rates, delinquency rates, interest rates, etc.
4. Create projected CUSIP level cash flows (monthly time series) based on the imported portfolio of deals.
5. Export the output cash flow projections to a single text file. Cash flow projection files must include the fields CUSIP, month, a scenario identifier, balance, principal, interest, and write downs/losses.
6. Export the macro economic variables, if applicable, underlying each scenario to a single text file.
7. Export the deal level assumptions (such as prepayments, defaults, loss/recovery/severity rates, delinquency rates, interest rates, etc.) used for each CUSIP in each scenario to a single text file.

2.1.1.2 Integrated Contractor Provided Performance Assumptions

The Contractor must provide Treasury with Performance Assumptions which are fully integrated with the Cash Flow Modeling Engines and must:

1. Project performance including losses (defaults, delinquencies, foreclosures, etc. as applicable), prepayments, and recoveries/severity, for the remaining life of the loans.
2. Include at least five Contractor provided portfolio performance scenarios using macroeconomic models (preferable) or other credit performance models along with a weighting/probability scheme. The scenarios must be linked across asset classes.
3. Allow for the inclusion of one additional scenario which must be created by the Contractor based on Treasury provided macroeconomic conditions.
4. Provide the underlying macroeconomic and performance assumptions for each scenario and CUSIP.
5. Be fully automated. Both the generation of performance scenarios and the process of using those scenarios to produce CUSIP cash flows must be fully integrated and automated according to the timeframe requirements specified under Section 2.1.1.6.

6. Be updated at least monthly, allowing for monthly model runs with updated data and assumptions. The application must be able to store each set of monthly scenario assumptions such that Treasury can produce or reproduce cash flows using each set of monthly scenarios. Monthly assumptions should be stored for at least two years.
7. Include data used to project performance assumptions which must cover at least one complete business cycle.

2.1.1.3 Historical and Surveillance Data

The Contractor must provide Treasury with Historical and Surveillance Data which: a) must be available 60 days after task order award and updated at least monthly; b) must be provided in a mutually agreed upon format for substantially all RMBS, CMBS, and ABS data libraries within the TALF and PPIP portfolios; and c) must include the following information:

1. Historical deal performance data compiled by the Contractor which includes prepayments, defaults, delinquencies, foreclosures, losses, write downs, recoveries/severity, and underlying collateral data, from the date of issuance to the current month.
2. Historical CUSIP cash flow data which includes monthly principal balance, principal payments, interest payments, and write-downs or losses, from the date of issuance to the current month.
3. Surveillance data for each CUSIP which includes weighted average life (WAL), coupon, original and current credit support, original and current ratings, and all other surveillance elements available from the Contractor.
4. Loan-level collateral data, if available.

2.1.1.4 Commercial Off-the-Shelf (COTS) Application

The Contractor must provide Treasury with a Commercial Off-the-Shelf (COTS) Application that is: a) compatible with Treasury's existing information technology infrastructure, principally with Microsoft Office products; and b) utilizes internet based access or other remote access for data collection on a 24/7 basis.

The COTS application must allow Treasury access to data libraries including Cash Flow Modeling Engines; Integrated Contractor Performance Assumptions; and Historical and Surveillance Data that:

1. Produces cash flows within a 48-hour period (complete cash flows for each Contractor provided scenario for each Treasury provided CUSIP [see table in Section 2.1.1.5 item 6 for the number of CUSIPs]).

2. Allows the Treasury user to perform ad-hoc cash flow analysis for individual CUSIPs online – cash flow results must be available within five (5) minutes, excluding network or connectivity problems.
3. Allows Treasury to perform stress tests and sensitivity analyses for all scenarios for all CUSIPs. A sensitivity analysis consists of a full set of cash flows run with a single key assumption adjusted. Treasury may perform sensitivity analyses on all key performance assumptions on a quarterly basis. Sensitivity analyses will be performed using a mutually agreed upon process.
4. Allows the user to access and view deal, CUSIP, and underlying collateral data, (including surveillance data) online.
5. Produces cash flows for any portfolio Treasury uploads without any programming performed by Treasury. Specifically, without any initial or ongoing programming on the part of Treasury, Treasury must, in an automated fashion, using a mutually agreed upon format and process at task order award, be able to perform the following tasks: a) import Treasury's entire portfolio; and b) download the portfolio cash flows.
6. Allows Treasury to utilize either of the following options at its discretion: a) use of Contractor provided scenario assumptions; and b) use of Treasury provided scenario assumptions, using a mutually agreed upon format and process at task order award. The downloaded portfolio file must include cash flows (monthly time series) at the CUSIP and scenario level.
7. Runs (and meets all requirements such as producing complete cash flows for all the CUSIPs and all scenarios within a 48-hour period) on at least one of the following platforms: a) a standard Treasury CPU; or b) the Contractor's network. Treasury requires a complete portfolio run (including all CUSIPs and Contractor provided scenarios) at least 75 times per year per task order, excluding sensitivity analyses, and unlimited runs of single CUSIPs.

2.1.1.5 General Requirements and Environment

The Contractor must have the capability to meet the requirements described below:

1. Upon award of each task order, an official authorized to represent the Contractor must sign a non-disclosure agreement that covers all its employees involved with the contract which states it will maintain the confidentiality of all the Treasury data including the Treasury CUSIP lists.
2. Treasury will transmit the list of existing CUSIPs and the monthly notification of new CUSIPs via encrypted emails.
3. All outputs provided by the Contractor to Treasury must be provided via a mutually agreed upon secure or encrypted process which will be determined at task order award.

4. The Contractor must gather and provide deal data typically available from loan securitizers, servicers, and nationally recognized credit rating agencies.
5. The RMBS data library should have the capability to include substantially all U.S. issued agency RMBS data purchased by Government Sponsored Entities (GSEs). This data library, if requested, should have the capability to include monthly collateral statistics to include historical prepayment speed, default rate, LTV, credit score, delinquency status, loan origination location, etc. If the RMBS data library is requested at task order award, partial and full data availability dates would be mutually agreed upon by the contractor and Treasury.
6. The following table details the estimated number of Treasury held CUSIPS by category: (Note: the number of deals will be slightly smaller than the number of CUSIPS.)

Treasury, Office of Financial Stability (OFS) Program	Data Library/Product Description	Approximate Number of Existing Treasury Held CUSIPs	Estimated Number of Additional CUSIPs each Month for the first three years
PPIP	Non-agency RMBS Deal Model Library	2000	50
N/A	Agency (purchased by GSEs) RMBS Deal Model Library	500	50
TALF	ABS Auto Deal Model Library	60	0
	ABS Credit Card Deal Model Library	30	0
	ABS Equipment Deal Model Library	20	0
	ABS Student Loan Deal Model Library	20	0
	ABS Small Business Deal Model Library	100	
	ABS Other Deal Model Library	20 Floor Plan 5 Premium Finance 5 Servicing Advance	0
TALF and PPIP	Commercial Mortgage Backed Securities Deal Model Library	500	20

2.1.1.6 Initial Deal Availability and Monthly Updates

The Contractor must have the capability to meet the requirements described below (per task order award):

1. Within five (5) days of award when the user licenses are provided to Treasury, the Contractor must make available for Treasury's use within the Contractor's data libraries access to all its existing data libraries related to Treasury/OFS programs (see tab in Section 2.1.1.5 item 6).
2. Within 30 days from the date of award and based on the CUSIP list provided by Treasury, the Contractor must make available for Treasury's use within the Contractor's data libraries 50 percent (50%) of the existing TALF and PPIP CUSIPs, and the GSE CUSIPs (if requested by the COTR during the performance period).
3. Within 60 days from the date of award and based on the CUSIP list provided by Treasury, the Contractor must make available for Treasury's use within the Contractor's data libraries substantially all (i.e., 95%) of the existing TALF and PPIP CUSIPs, and GSE CUSIPs (if requested by the COTR during the performance period).
4. Within 60 days from the date of award, for any CUSIP not available (such as private deals) based on the CUSIP list provided by Treasury, the Contractor will provide Treasury with proxy cash flows based on similar deals. Proxy cash flows must be identified and cannot exceed 5% of each program portfolio.

In addition, the Contractor must have the capability to perform monthly updates to its existing data libraries by adding additional deals based on a CUSIP list provided to the Contractor by Treasury and must meet the requirements described below:

1. In addition to the list of applicable CUSIPs initially provided to the Contractor by Treasury, Treasury will provide to the Contractor a list of new CUSIPs each month, beginning on/around the 18th day of the month after task order award. Within 30 days from the date Treasury provides a new CUSIP list, the Contractor must make available for Treasury's use within the Contractor's data libraries 95 percent (95%) of the new CUSIPs.
2. Within 30 days from the date Treasury provides a new CUSIP list, for any CUSIP not available (such as private deals) based on the CUSIP list provided by Treasury, the Contractor will provide Treasury with proxy cash flows based on similar deals. Proxy cash flows must be identified and cannot exceed 5% of each program portfolio.

2.1.2 Modeling Documentation and Support

Treasury requires that it be part of the Contractor's standard business practice for all of the Contractor's existing models and processes to be fully validated and documented. In addition, Treasury requires modeling documentation and support for its audit and validation processes which must include (per task order award):

1. Documentation of the models and processes, including the data and time periods used to generate performance assumptions in each scenario (within 30 days of award)
2. Documentation used to support the derivation of the deal level assumptions given macroeconomic conditions if applicable (within 30 days of award)
3. Documentation of the validation processes for the scenario and deal/loan level performance assumptions and integration (within 30 days of award)
4. Documentation of the validation of the cash flow engine process (within 30 days of award)
5. Documentation of the validation process for the data libraries and related historical and surveillance data (within 30 days of award)
6. Support in answering questions posed by Treasury's financial statements' auditors (ongoing)
7. Support in answering functionality and technical questions posed by licensed users who are staff or contractors for the U.S. Department of the Treasury (ongoing)

If changes to the models or processes are made which impact the documentation (referenced in items 1 – 5 above) provided at task order award or during the performance period, updated documents are required by Treasury (within 30 days of the change).

2.1.3 User Licenses

The Contractor shall provide licenses to Treasury to use the Contractor's Commercial-off-the-Shelf (COTS) application product to access the data libraries, including all the functionalities described in Section 2.1.1 and its subsections. The access must allow for simultaneous users who are staff or contractors for the U.S. Department of the Treasury. Treasury requires the capability for each license to be transferable among Treasury or contractor employees during the performance period(s). The exact number of licenses needed will be specified in the task order. The maximum number of licenses needed during any base or option year performance period is twenty (20).

2.1.4 Training

The Contractor shall provide staff or contractors for the U.S. Department of the Treasury with the necessary training associated with using the Contractor's data libraries and COTS' application, including all the functionalities described in Section 2.1.1 and its subsections.

The training must include (per task order award):

1. One hard copy user guide/manual of the Contractor's COTS application which is commonly available to subscribers.

2. One (1) in-person training session at a Treasury facility in Washington, DC within 30 days of award. The date will be agreed upon by the Contractor and COTR after award and will be a date when the majority, if not all, of the licensed users are available to attend.
3. One (1) additional training session at a Treasury facility in Washington, DC when all data libraries are substantially complete. The date will be agreed upon by the Contractor and COTR after the first training session and will be a date when the majority, if not all, of the licensed users are available to attend.
4. Internet-based on-line support and training for the Contractor's COTS application which are commonly available to subscribers.

SECTION 3
QUALITY ASSURANCE SURVEILLANCE PLAN

Task Reference	Deliverable	Due Date/ Timeframe	Frequency	Dependency	Performance Penalty	Comments
Integrated Contractor Provided Performance Assumptions Section 2.1.1.2; item 6	Performance Assumption Updates covering at least one complete business cycle	30 calendar days from task order award	Updated Monthly and stored for two years	N/A	5% reduction for each full business day beyond initial timeframe due	Payment will be withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Historical and Surveillance Data Section 2.1.1.3	Historical and Surveillance Data	60 calendar days from task order award	Updated Monthly	N/A	5% reduction for each full business day beyond initial timeframe due	Payment will be withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Commercial Off-the-Shelf (COTS) Application Section 2.1.1.4; item 1	Cash Flow Production	Within a 48 business hour period, starting with task order award	On-Going	Based on Treasury provided CUSIP list at task order award and CUSIP updates provided during performance period	5% reduction for each full business day beyond initial timeframe due	Payment will be withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Commercial Off-the-Shelf (COTS) Application Section 2.1.1.4; item 2	Cash Flow Results	Within a 5 minute period, starting with task order award	On-Going	Ad-hoc analysis initiated by Treasury user	5% reduction per instance for initial 5 business hour period, and every 3 business hour period thereafter, beyond initial timeframe due when network or connectivity problems first experienced	Payment will be withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
General Requirements and Environment Section 2.1.1.5; item 1	Non-Disclosure Agreements (NDA)	5 calendar days from Task Order award	At award and as Contractor personnel changes occur	Treasury releases CUSIP list upon receipt of NDAs		NDA's are signed by Contractor's staff involved with handling Treasury information/data.
Initial Deal Availability and	Access to Contractor's	5 calendar days from task	On-Going thereafter on a	N/A	5% reduction per business	Payment will be withheld from the

Monthly Updates Section 2.1.1.6; item 1	existing data libraries related to Treasury/OFS programs (See table in Section 2.1.1.5, item 6)	order award	24/7 basis		day beyond due date	next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Initial Deal Availability and Monthly Updates Section 2.1.1.6; item 2	Access to 50% of initial CUSIPs	30 calendar days from task order award	On-Going thereafter on a 24/7 basis	Based on Treasury's initial provided CUSIP list	5% reduction per business day beyond due date	Payment will be withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Initial Deal Availability and Monthly Updates Section 2.1.1.6; item 3	Access to 95% of initial CUSIPs	60 calendar days from task order award	On-Going thereafter on a 24/7 basis	Based on Treasury's initial provided CUSIP list	5% reduction per business day beyond due date	Payment will be withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Initial Deal Availability and Monthly Updates Section 2.1.1.6; item 4	Access to initial Proxy Cash Flows based on similar deals	60 calendar days from task order award	On-going thereafter on a 24/7 basis	Based on Treasury's initial provided CUSIP list	5% reduction per business day beyond due date	Payment will be withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Initial Deal Availability and Monthly Updates Section 2.1.1.6; item 5	Access to 95% of all new CUSIPs	30 calendar days from task order award upon receipt of Treasury's monthly provided CUSIP list	On-Going thereafter on a 24/7 basis	Based on Treasury's monthly provided CUSIP list	5% reduction per business day beyond due date	Payment will be withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Initial Deal Availability and Monthly Updates Section 2.1.1.6; item 6	Access to new Proxy Cash Flows based on similar deals	30 calendar days from task order award upon receipt of Treasury's monthly provided CUSIP list	On-going thereafter on a 24/7 basis	Based on Treasury's monthly provided CUSIP list	5% reduction per business day beyond due date	Payment will be withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Modeling Documentation and Support -	Documentation of the Models and Processes	30 calendar days from task order award	On-going as updates are made	N/A	5% reduction per business day beyond due	Payment will be withheld from the next month's

Section 2.1.2; item 1	used to create Performance Assumptions				date	invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Modeling Documentation and Support - Section 2.1.2; item 2	Documentation used to Support Derivation of the Deal Level Assumptions	30 calendar days from task order award	On-going as updates are made	N/A	5% reduction per business day beyond due date	Payment will be withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Modeling Documentation and Support - Section 2.1.2; item 3	Documentation of the Validation Processes for the scenario and Deal/Loan Level Assumptions	30 calendar days from task order award	On-going as updates are made	N/A	5% reduction per business day beyond due date	Payment will be withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Modeling Documentation and Support - Section 2.1.2; item 4	Documentation of the Validation of the Cash Flow Engine Process	30 calendar days from task order award	On-going as updates are made	N/A	5% reduction per business day beyond due date	Payment will be withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Modeling Documentation and Support - Section 2.1.2; item 5	Documentation of the Validation Process for the Deal Libraries and Related Historical and Surveillance Data	30 calendar days from task order award, and within 15 business days after updates are made	On-going as updates are made	N/A	5% reduction per business day beyond due date	Payment will be withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Modeling Documentation and Support - Section 2.1.2; item 6	Support Answering Questions posed by Auditors	Starting 5 calendar days from task order award, then within 24 hours from time question was posed to Contractor or by 10AM next business day, whichever is later.	On-going	Treasury will provide questions and/or establish a time for auditor and contractor to discuss	If response isn't received, a 5% reduction per instance for each 48 business hour period, beyond initial timeframe due once question is posed	Payment will be withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Modeling	Support	Starting 5	On-going	Treasury will	If response isn't	Payment will be

Documentation and Support - Section 2.1.2; item 7	Answering Questions posed by Licensed Users	calendar days from task order award, then within 24 hours from time question was posed to Contractor or by 10AM the next business day, whichever is later.		provide questions	received, a 5% reduction per instance for each 48 business hour period, beyond initial timeframe due once question is posed	withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
User Licenses - Section 2.1.3	1 license per user	5 days from date user list is provided	At task order award covering entire performance period with access on a 24/7 basis and as modifications are made	Treasury will provide the names of the users	5% reduction per business day for each 48 business hour period a user license is not active after the initial 5 days has passed. The 5% applies per license, not to exceed the total amount of the monthly invoice.	Payment will be withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Training - Section 2.1.4; item 1	Hard copy user guide	5 days from task order award	One Time	N/A	N/A	One copy per task order award
Training - Section 2.1.4; item 2	Internet-based training sessions	Upon activation of user licenses	On-going thereafter	N/A	N/A	User help tools should be available on demand.
Training - Section 2.1.4; item 3	One in-person session	No more than 30 days from task order award	One Time	Data libraries are 50% complete	5% reduction per business day for each 48 business hour period after the initial 30 days has passed.	Location is Washington, DC or as specified in Task Order. Payment will be withheld from the next month's invoice and is off the total amount of the monthly invoice, not the total amount of the contract value.
Training - Section 2.1.4; item 4	Second in-person session	No earlier than 20 calendar days from first training session, but before 4/15/2012.	One Time once data libraries are 95% complete	Data libraries are 95% complete	5% reduction per business day for each 48 business hour period after 4/15/2012.	Location is Washington, DC or as specified in Task Order. Payment will be withheld from the next month's invoice and is off

						the total amount of the monthly invoice, not the total amount of the contract value.
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**SECTION 4
ATTACHMENTS**

- 1. Moody's Analytics, Inc. License and Services Agreement No. 62630**
- 2. Memorandum of Understanding (MOU)**

**SECTION 5
INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) ADMINISTRATION
TERMS AND CONDITIONS**

CONTRACTOR COMMITMENTS AND REPRESENTATIONS

Any written commitment by the Contractor within the scope of this IDIQ shall be binding upon the Contractor. For the purposes of this contract, a written commitment includes the proposal submitted by the Contractor, and written amendments/modifications.

KEY PERSONNEL

The Program/Project Manager and other individual designated by the contractor as Key Personnel will be identified on this IDIQ. There must be a key program/project manager present throughout the duration of this contract. The Contractor shall provide a Program/Project Manager who shall direct and manage the IDIQ. This individual shall be responsible for the overall management and coordination of this IDIQ and shall act as the central point of contact with the Government. The Program/Project Manager shall have full authority to act on behalf of the Contractor in the performance of the required services. The Program/Project Manager shall meet with the COTR and Contracting Officer as necessary to discuss problem areas as they occur. The Program/Project Manager shall respond within four hours after notification of the existence of a problem. The Program/Project Manager shall be able to fluently read, write, and speak the English language.

(a) The Contractor shall list below the name(s) of the person(s) who will be assigned the responsibility for success of the work product(s). The individual(s) named shall be recommended by the Contractor in its proposal and subject to discussions and agreement by the Government prior to award. These individual(s) shall be in responsible positions so as to allocate and control personnel. The below listed individual(s) are designated as "Key Personnel":

Employee Name Position Title:

[REDACTED]

[REDACTED]

(b) During the period of contract performance, the Contractor shall not substitute key personnel identified above unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 1 calendar day after the occurrence of any of these events and provide the information required by paragraph (c) below at least 14 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, provide resumes for the proposed substitutes, and provide any additional information requested by the Contracting Officer. Proposed substitutes must possess background clearance and qualifications comparable or superior to the original key person, as well as satisfying any minimum standards. The Contracting Officer will notify the Contractor within 14 calendar days after receipt of all required information of the decision regarding acceptability of substitutions. This clause will be modified to reflect any approved changes of key personnel.

PUBLIC RELEASE OF INFORMATION

Public release of information in connection with this IDIQ shall not be made by the Contractor unless prior written approval has been received from the Disclosure Office through the Contracting Officer.

INVOICING AND PAYMENT INSTRUCTIONS

The contractor shall submit invoices as follows:

(a) Invoices shall be submitted (preferably) electronically to *** TO BE IDENTIFIED WITH EACH TASK ORDER.

(b) The contractor shall submit invoices in a format that replicates the line item (CLIN) and subline item (subCLIN) structure of the task order. Each invoice shall provide, by CLIN and subCLIN, the line item number, description, quantity being invoiced, unit of measure, unit price, and current invoiced amount. Each invoice shall sequence CLINs and subCLINs in the same order in which they appear in the contract or order and shall be totaled at the bottom of the invoice.

(c) A copy of the invoice shall also be submitted to the COTR and CO simultaneously at the following address:

COTR: Rita McPheeters

E-mail: Rita.McPheeters@treasury.gov

CO: [Tonya Kemp](#)

E-mail: Tonya.P.Kemp@irs.gov

(d) Invoices shall be submitted by the 15th calendar day each month for completed work and must provide a brief description of the work performed. All travel expenses must be supported by receipts or other documentation.

SECTION 6
SPECIAL CONTRACT REQUIREMENTS

1. Non-Disclosure

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 (“Contractor”) will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance of the contract or task order for any purpose other than to perform work under the contract without first receiving written permission from the CO. The Contractor shall secure information received from or prepared or gathered for the Treasury 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 C.F.R. § 31.217, including the requirement that the Contractor obtain a certification from each “management official” and “key individual” performing work under the contract or task order, as those terms are defined in 31 C.F.R. § 31.201, stating that he or she will comply with the requirements of section 31.217(b). The Contractor shall obtain such certifications from management officials and key individuals before they perform work under the contract.

2. Conflicts of Interest

- a. 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 of 2008.
- b. Prior to work being performed under this contract or any task order arising out of this contract, 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:
 - (1) 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;
 - (2) The categories of troubled assets owned or controlled by the Contractor including any proposed or actual subcontractor or consultant, or any related entity of the

Contractor, if the arrangement relates to the acquisition, valuation, disposition, or management of troubled assets;

- (3) Information concerning all other business or financial interests of the Contractor including its proposed or actual subcontractors or consultants, or the related entities of the Contractor, that could conflict with the Contractor's obligations under this contract;
 - (4) A description of all organizational conflicts of interest and potential conflicts of interest;
 - (5) A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
 - (6) A written detailed plan to mitigate all personal conflicts of interest, along with supporting documents; and
 - (7) A certification that the information provided to the Treasury in response to the above items is complete and accurate in all materials respects. Only after receiving this information will the Treasury determine whether organizational conflicts of interest prevent the Contractor from consulting for the Treasury in the specific matter.
- 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 C.F.R. Part 31 or Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (i) refusal to waive a conflict; (ii) termination of this contract 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.
- d. 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.
- e. In addition to complying with 31 C.F.R. Part 31 and any other applicable restrictions, the Contractor will: (1) not advise any parties against the United States in any matter that is the subject of or related to a task order during the term of this contract and after the end of this contract; (2) have all professional staff assigned to work under this contract receive conflicts training in consultation with the OFS Compliance office at the on-boarding; (3) have all professional staff assigned to work under this contract sign Non-

Disclosure Agreements in the form of Attachment No. 4; and (4) have all professional staff assigned to work under this contract receive an exit consultation at the time of off-boarding.

- f. No later than 10 business days after the effective date of this contract, or any new task order under this contract or any revision to this contract's anticipated work or any task order's statement of work, the Contractor shall (i) obtain and review the submissions required by 31 C.F.R. § 31.212 for personal conflicts of interest, and (ii) certify in writing to the Treasury that all such individuals have no personal conflicts of interest, or are subject to a mitigation plan or waiver approved by the Treasury. Contractor agrees not to permit any such individual to perform work under this contract or task order with respect to any institution or related entities of such institution with which such individual has disclosed a personal conflict of interest pursuant to 31 C.F.R. § 31.212, absent obtaining the Treasury's prior consent. In making this determination, the Contractor may rely on the information obtained pursuant to 31 C.F.R. § 31.212(b), unless the Contractor knows or should have known that the information provided is false or inaccurate. Contractor shall use Attachment No. 6 for all required certifications in this paragraph.
- g. Pursuant to 31 C.F.R. § 31.216(b), before the Contractor accepts a contract, task order, or a modification to this contract, the Contractor shall certify to the following:
 - (1) The Contractor is aware of the prohibitions or paragraph (a) of 31 C.F.R. § 31.216 and, to the best of its knowledge after making reasonable inquiry, the retained entity has no information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216; and
 - (2) Each officer, employee, and representative of the Contractor who participated personally and substantially in preparing a bid, offer, proposal, or request for modification of this contract after the date hereof has certified that he or she:
 - (i) Is familiar with and will comply with the requirements of paragraph (a) of 31 C.F.R. § 31.216; and
 - (ii) Has no information of any violations or possible violations of paragraph (a) of 31 C.F.R. § 31.216, and will report immediately to the Contractor any subsequently gained information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216.
- h. The Contractor shall be aware of and shall abide by the provisions and prohibitions of 31 C.F.R. § 31.217. All information that Treasury provides the Contractor under the contract, or that the Contractor obtains or develops pursuant to the contract, is deemed nonpublic until the Treasury determines otherwise in writing, or the information becomes part of the body of public information from a source other than the Contractor. Pursuant

to 31 C.F.R. § 31.217(c), Contractor shall take appropriate measures to ensure the confidentiality of nonpublic information and to prevent its inappropriate use.

- i. Before the Contractor accepts a task order, the Contractor shall use Attachment No. 8 to certify that all organizational and personal conflicts of interest remain adequately mitigated.
- j. On the anniversary date of the award of this contact, and annually thereafter for any year during which the Contractor has provided services related to TARP, the Contractor shall provide to Treasury the Annual Certification attached hereto as Attachment No. 7 with respect to the Contractor's TARP-related services. Such Annual Certification shall encompass all active TARP-related services Contractor is providing.

3. Public-Release of Contract Document

This contract action utilizes Troubled Asset Relief Program (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 COTR, 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.

4. Moody's Analytics, Inc. License and Services Agreement No. 62630

The contractor's License and Services Agreement No. 62630 is hereby incorporated into this contract as Attachment No. 1.

5. The Memorandum of Understanding (MOU) is hereby incorporated into this contract as Attachment No. 2 and is required to establish a management agreement between the Department of the Treasury – Office of Financial Stability (OFS) and Moody's Analytics, Inc. regarding the development, management, operation, and security of a connection between their respective information technology (IT) environments. The MOU will be submitted with each task order.

**SECTION 7
CONTRACT CLAUSES**

1. 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contacting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):<http://www.arnet.gov/far/>

NUMBER	TITLE	DATE
52.204-7	Central Contractor Registration	Apr 2008
52.212-4	Contract Terms and Conditions – Commercial Items	Feb 2007

2. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Aug 2011)

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

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

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

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

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

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

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

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

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (10) [Reserved]

___ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

___ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

___ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

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

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

- ___ (iv) Alternate III (Jul 2010) of 52.219-9.
- ___ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (16) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ___ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
- ___ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- ___ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- ___ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- ___ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ___ (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___ (37) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (38)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

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

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

___ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (40) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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

(43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

 (46) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

 (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

 X (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

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

- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

3. 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters.

UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated

information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600

4. 52.216-1 CONTRACT TYPE (APR 1984)

The Government contemplates award of an **indefinite delivery, indefinite quantity (IDIQ) contract resulting in fixed price task orders** resulting from this request for proposal (RFP).

5. 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from January 31, 2012 through January 30, 2017.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule. (End of Clause) or an order for a combination of items.

6. 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$1,500,000.00;

(2) Any order for a combination of items in excess of \$2,500,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source. (End of Clause)

7. 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **January 29, 2018**. (End of Clause)

8. 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 15 calendar days of expiration of this contract.

(End of Clause)

9. 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 60 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)

10. 52.227-19 Commercial Computer Software License (Dec 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be—

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice-Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. _____.

(End of Clause)

11. 1052.201-70 Contracting Officer's Technical Representative (COTR) appointment and Authority (Aug 2011)

(a) The COTR is Rita McPheeters. The alternate COTR is Dawn Yardeni.

(b) Performance of work under this contract is 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, 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 COTR 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 COTR 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 COTR. If, in the opinion of the contractor, any direction of the COTR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- (f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(End of clause)

12. 1052.210-70 Contractor Publicity (Aug 2011)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the equipment 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 equipment 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 provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

(End of clause)

13. 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 Section 2. 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)

14. 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.

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

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

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

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

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

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

(End of Clause)

15. Task/Delivery Order Contract Ombudsman (Mar 1996)

(a) In accordance with 41 U.S.C. 253j(e), the IRS Task/Delivery Order Contract Ombudsman is the Chief, Policy and Procedures Branch, Office of Procurement Policy.

(b) Ombudsman responsibilities:

- (1) address contractor concerns regarding compliance with the award procedures for task/delivery orders;
- (2) review contractor complaints on task/delivery order contracts;
- (3) ensure all contractors are afforded a fair opportunity to be considered for each task/delivery order, consistent with 41 U.S.C. 253j(b); and
- (4) when requested, maintain strict confidentiality of the contractor/vendor requesting assistance.

(c) Exceptions:

The Ombudsman shall not participate in:

- (1) the evaluation of proposals submitted on the basic contract;
- (2) the source selection process on the basic contract; or
- (3) the adjudication of formal contract disputes arising under the basic contract or any individual order issued under it.

- (d) Interested parties may contact the Task/Delivery Order Contract Ombudsman by calling the Office of Procurement Policy at (202) 283-1310 or in writing at:

Internal Revenue Service
Office of Procurement Policy A:P:P
6009 Oxon Hill Road
Oxon Hill, MD 20745

(End of Clause)

16. Post Award Evaluation of Contractor Performance (Sep 2000)

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained via the Internet at http://ocm.od.nih.gov/cdmp/cps_contractor.htm.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

(End of Clause)

LICENSE AND SERVICES AGREEMENT

This LICENSE AND SERVICES AGREEMENT (the "License Agreement") is entered into as of January __, 2012 ("Effective Date") by and between United States Department of the Treasury Office of Financial Stability ("Client"), a federal agency, located at 1801 L Street, NW, Washington, DC 20036 and Moody's Analytics, Inc. ("Moody's"), a Delaware corporation, located at 7 World Trade Center, 250 Greenwich St., New York, NY 10007 USA.

1. **DEFINITIONS.** The following capitalized terms shall be given the meanings set forth below for purposes of this License Agreement:

"Confidential Information" means models, sales projections, financial data, product descriptions, potential product development ideas, database descriptions, business workflow, and business information (including, without limitation, computer programs, software, databases, names and expertise of employees, suppliers, and consultants, customer lists, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information) which are confidential, nonpublic, competitively sensitive, private, and/or proprietary and which are disclosed by one party to the other in connection with the Services.

"Contract" shall mean contract number TOFS-12-D-0002 executed contemporaneously herewith, between Client and Moody's.

"Control" shall mean (i) the direct or indirect ownership by a person or entity of at least fifty percent (50%) of the stock or other securities or interests entitled to vote for the election of the board of directors or other governing body of another entity, or (ii) the direct or indirect ownership by a person or entity of at least fifty percent (50%) of the equity or profits interest in another entity.

"Documentation" means the help screens accessed within the Products and any printed or electronic user manuals provided to Client in connection with the Products. Documentation does not include training or course materials licensed or sold separately.

"FAR" means the Federal Acquisition Regulations.

"Intellectual Property" means, with respect to a party, all forms of intellectual property rights and protections held by such party and may include without limitation all right, title and interest arising under U.S. common and statutory law, and laws of other countries in and to all (a) patents and all filed, pending or potential applications for patents, including any reissue, reexamination, division, continuation or continuation-in-part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work; and (d) proprietary indicia, trademarks, trade names, symbols, domain names, URL's, logos and/or brand names.

"License Parameter" means the definition and limitation of the Client's license or permitted scope of use for a Product, as set forth on the applicable Order Form. A License Parameter may consist of Client's total assets, the size of a relevant loan portfolio, assets under management, number of obligors, number of users, business unit or division, business location / premises, or any other applicable use limitation and/or measurement specified in the Order Form.

"Maintenance Services" means maintenance and support services, if any, provided by Moody's in relation to a Software Program, as are ordered by Client and specified on an Order Form.

"Order Form" means a task order or other document executed by the parties that references this License Agreement and sets forth the Products and/or Maintenance Services to be provided to Client by Moody's, the fees payable therefor, and any other terms and conditions relating to such order.

Attachment No. 1

"Products" means the particular Moody's application service, Software Program(s), information service or other products and services, if any, to be provided to Client by Moody's and identified on an Order Form, and all algorithms, spreadsheets, methodologies, software, and associated data provided in connection therewith. "Products" also includes any data, models or other content delivered through the Products, and any white papers, training manuals or explanations of theories prepared by Moody's and provided to Client in connection with a Product. "

"Product Output" means results and calculations generated by Client's use of the Products, but excluding any prepackaged proprietary data or models that may be provided by Moody's in connection with the Products (such as agency ratings data, Estimated Default Frequency (EDF) data, correlation data, or third party financial or market data).

"Software Program" means a particular Moody's software program designated as such on an Order Form, and includes any updated or corrected versions of such program, if any, provided to Client as part of the Maintenance Services.

2. CONTRACTUAL FRAMEWORK; TERM AND TERMINATION

2.1 [Intentionally Omitted]

2.2 Order Forms. At any time beginning on the Effective Date, Client may request to receive Products and/or Maintenance Services from Moody's on the terms set forth in the Contract, Order Form and this License Agreement. Whenever Client wishes to order Products and/or Maintenance Services hereunder it shall issue an order for products or services that are in scope of the contract. Upon signature of an Order Form by the duly authorized signatories of the parties, a new agreement shall be formed between the signing parties whereby: (i) the terms of this License Agreement shall be incorporated into the Order Form as if written out in full therein.

2.3 Term. Unless earlier terminated as provided hereunder, this License Agreement shall be in full force and effect for an initial term of one year from the Effective Date and shall be renewed thereafter at the option of the Client. Each Order Form shall set forth the initial term of each license or subscription period for a Product, or any Maintenance Services related to Software Programs.

2.4 Termination.

2.4.1 The Government has the right to terminate the contract and any related Order Forms in accordance with FAR 52.212-4 (l) and (m).

2.4.2 Upon termination of an Order Form for any reason, Client shall (1) cease all use of the Product(s) for which the relevant subscription or license is terminated, (2) promptly destroy or return to Moody's (at Client's expense) any affected Products and all material containing the affected Products, and any and all related Documentation and other Moody's Intellectual Property; (3) expunge all affected Products in its computer systems; and (4) upon request certify in writing to Moody's Client's compliance with this Section. Client may retain Products in its data storage facilities solely as necessary to access (but not use) the Products for Client's legal and regulatory purposes. Termination of an Order Form shall be without prejudice to obligations of the parties existing at the time of termination, including but not limited to payment in full of fees and other monies then due, nor shall it prejudice those obligations and limitations which by their nature and meaning survive termination. Termination of individual Order Forms or specific Product licenses thereunder shall not affect any other Order Forms or licenses made under this License Agreement.

2.4.3 This License Agreement may be terminated for cause (including, without limitation, Client's breach of a material term of the Contract, this License Agreement or any Order Form) by Moody's upon thirty (30) days prior written notice to the Client

Attachment No. 1

3. PAYMENT OF FEES; DELIVERY.

3.1 [Intentionally Omitted]

3.2 [Intentionally Omitted]

3.3 [Intentionally Omitted]

3.4 **Delivery of Software Programs.** Moody's or its authorized designee will deliver Software Programs to Client promptly following the date of the Order Form either by physical delivery of media containing the Software Programs, or by electronic delivery. Moody's shall choose the method of delivery unless specifically set forth in the Order Form. Delivery of physical media shall be made FCA Moody's place of business (Incoterms 2000, as published by the International Chamber of Commerce). If made electronically, delivery shall be deemed to have occurred when Client is first provided with electronic access to the Software Programs. Client will be solely responsible for installing the Software Programs on its own computer systems, which shall comply with all relevant requirements set forth in the Documentation.

4. SCOPE OF USE AND RESTRICTIONS

4.1 Moody's hereby grants to Client, for the duration of the applicable license term, a non-exclusive, non-transferable license to access, install (in the case of Software Programs) and use the Products, solely for the internal business purposes of Client. All rights not expressly granted to Client are reserved by Moody's and its licensors. The license granted hereunder is further limited by the License Parameter set forth in the Order Form for the particular Product and Client shall have no right to use the Products in excess of the applicable License Parameter. In the event that Client exceeds the applicable License Parameter, Moody's reserves the right to collect additional fees for the relevant Product.

4.2 Client may not use the Products on behalf of or for the benefit of any other person or entity, and may not allow use by any other person or entity. Except as expressly specified herein or in the applicable Order Form, Client may not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available the Products or Product Output to any third party, or to any part of Client's organization that is not licensed to use the Products. The following exceptions to the restrictions in this section shall apply:

4.2.1 Client may permit third parties who have been retained by Client to (i) manage information technology services ("Outsourcers") [REDACTED] to access and use the Products, provided that the Outsourcers [REDACTED] access and use of the Products is only for the benefit of Client and the Outsourcers [REDACTED] agree to be bound by all of the provisions of this License Agreement. Client agrees to be responsible and liable for the Outsourcers [REDACTED] compliance with this License Agreement and any breach hereof by an Outsourcer [REDACTED];

4.2.2 Client may grant access to the Products and Product Output to its auditors, governmental supervisors and regulators who reasonably require access thereto solely in connection with their review and/or supervision of Client; and

4.2.3 Client may, as part of and in the ordinary course of its business, redistribute to its clients (orally or in writing) limited portions of the Product Output without Moody's prior written consent, provided that (i) such Product Output is redistributed as an integrated component within Client's own business applications, information, reports, presentations, graphs and other publications; (ii) the Product Output utilized is only supportive and incidental in nature to the substance of such applications, information, reports, presentations, graphs and other publications; (iii) Moody's disclaims all responsibility and liability associated with use of the Product Output; (iv) Client agrees and acknowledges that it will assume full liability for any such redistribution of such Product Output, (v) Client agrees not to use the limited right to redistribute such Product Output granted hereunder on a systematic basis or to develop for sale and/or distribution or otherwise in connection with a product or service that competes with or otherwise substitutes for any Moody's product or service, and (vi) Client shall not state, represent, or imply that the Product Output was generated or supplied by Moody's. Client shall not use or disseminate the Product Output in a

Attachment No. 1

prospectus or other offering document with respect to securities or other financial instruments, and Client acknowledges that the Product Output is not appropriate or suitable for such purposes.

4.3 Except as specifically provided in this License Agreement, Client shall not: (i) interfere with or disrupt the integrity or performance of the Products or the data contained therein; (ii) create, generate or compile the data records of the Products, or any portion thereof, for analysis or use outside of the Products, (iii) attempt to gain unauthorized access to the Products or their related systems or networks; (iv) access the Products to monitor their availability, performance or functionality for benchmarking or other competitive purposes; (v) access or use the Products in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Products, or (c) copy any ideas, features, functions or graphics of the Products; or (vi) aid or permit others to do any of the foregoing.

4.4 Moody's may provide user accounts and password information to Client for access to the Products. Client shall be solely responsible for all activity occurring under its accounts and shall abide by all applicable laws, treaties and regulations in connection with its use of the Products, including those related to privacy, international communications and the transmission of technical or personal data. Client shall notify Moody's and use reasonable efforts to stop any unauthorized use of any password or account or any other known or suspected breach of security.

6. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

6.1 Intellectual Property. Client shall obtain no rights in any Moody's Intellectual Property (including the Documentation and any Products) except those limited, non-exclusive rights expressly granted under this License Agreement and those conferred by virtue of FAR 52.227-19 (Commercial Computer Software License). Moody's will retain all ownership rights in and to all Moody's Intellectual Property. Client shall comply with the restrictions on use for the Products and shall take all reasonable steps to prevent unauthorized use, access, copying or disclosure of Moody's Intellectual Property. Client shall promptly notify Moody's of known unauthorized use of any Moody's Intellectual Property. Client shall not contest the validity of the Moody's Intellectual Property and shall not, except as expressly authorized by Moody's and only to the extent permitted by applicable law, attempt to modify, reverse engineer or decompile the Products or other computer programs, algorithms, techniques, processes, methods, know-how or other related technology supplied by Moody's; provided however, if Client intends to undertake any of the foregoing as permitted by applicable law, Client will give Moody's advance notice and an opportunity to provide alternative means to address Client's needs. Notwithstanding anything in this License Agreement to the contrary, to the extent that a Software Program or any of its components, as provided to Client under the terms and conditions of this License Agreement, link to software licensed under the GNU Lesser General Public License version 2.1 ("LGPL") in a such a manner that the Software Program or such component, as applicable, is a "work that uses the library" within the meaning of the LGPL ("Work"), Client is permitted to (i) modify the Work solely for Client's own use, and (ii) reverse engineer the Work for the sole purpose of debugging such modifications, in each case as and to the extent permitted pursuant to Section 6 of the LGPL. For the purpose of clarity, this provision shall supersede FAR clause 52.212-4(n) (Title).

6.2 Moody's Trademarks. Client is strictly prohibited from using any Moody's product or corporate names, designation logo, trade name, trademark, service name or service mark in any marketing materials, offering circular, prospectus or any otherwise, without the prior written consent of Moody's.

6.3 Government Restricted Rights. This Section applies to Products licensed directly or indirectly by or on behalf of any government. The Products are commercial in nature, and were developed entirely at private expense and without the use of any government funds. Any use, modification, reproduction, release, performance, display, or disclosure of any of the foregoing by any government shall be governed solely by the terms of the Contract, any Order Form(s) and this License Agreement and shall be prohibited except to the extent expressly permitted by the terms of the Contract, any Order Form(s) and this License Agreement, and no license in or to any Product or Moody's intellectual property is granted to any government under any different terms.

7. LIMITED WARRANTY, DISCLAIMERS, AND INDEMNIFICATION

7.1 Limited Software Warranties. Moody's warrants that, [REDACTED], the Software Program shall operate substantially in accordance with the [REDACTED].

Attachment No. 1

Documentation for the Software Program provided at the time of delivery, if any. If during such warranty period, a material failure to operate substantially in accordance with the Documentation appears in the Software Program, Client shall notify Moody's in sufficient detail to allow Moody's to reproduce the error. If reproducible, Moody's only obligation, and Client's sole and exclusive remedy, shall be, at Moody's sole choice: to (i) deliver, free of charge, a new version of the Software Program without the error; (ii) correct the error free of charge; or (iii) terminate the applicable license, and upon the return of all applicable licensed Software Programs and companion data and documentation, refund the unused portion of any prepaid fee for the applicable Software Program. Moody's owes no warranty obligations and Client is entitled to no remedy if Moody's is unable to reproduce the error. The Software Program may have additional warranties stated in the Order Form applicable to that Software Program, if any.

7.2 The foregoing software warranty does not cover any alterations, modifications or changes to the Software Program undertaken in any way by anyone other than Moody's. Moody's is not responsible for problems associated with or caused by incompatible operating systems or equipment, for problems in the interaction of the Software Program with software or systems not furnished or maintained by Moody's, or for installation not performed in compliance with all system requirements set forth in the Documentation. Client assumes full responsibility for the overall effectiveness and efficiency of the operating environment in which the licensed Software Program is to function. Unless specifically incorporated into an applicable Order Form in writing, no oral or written information or advice given by Moody's or its dealers, distributors, employees or agents shall in any way extend, modify or add to the foregoing warranty.

7.3 Client assumes the entire risk as to the results and performance of the Products. Client agrees and acknowledges that no oral or written information or advice given by Moody's or any of its employees or agents shall constitute a representation or warranty unless such information or advice is expressly incorporated into this License Agreement by a written instrument. Client recognizes and agrees that Moody's is not acting as a financial advisor in providing the Products, and neither the Products, nor the Product Output are a recommendation to buy, hold or sell any securities or any other form of investment advice. Client agrees that neither Moody's nor Client intends to create a fiduciary relationship between Moody's and Client, and Client will make its own decisions to extend, call, purchase or sell any loan or security or make any other financial decision. Client acknowledges that Moody's does not intend or agree to be named as an "expert" under applicable securities laws. Client agrees and understands that Product Output constitutes mathematical expressions which are dependent on the assumptions and input provided by Client, as well as Client's correct usage of the most current version of the Products provided by Moody's. Moody's technical staff will be available, if to the extent reasonably necessary, to discuss their processes, documentation, models, security, etc. with Client's auditor.

Certain Products and related Product Output, may consist of quantitative estimates of default, or may consist of software, models and data used by Moody's Investors Service, Inc. ("MIS") in the credit ratings process or may be designed to indicate what an MIS rating would be based on certain assumptions, financial and portfolio data and/or other variable inputs. However, none of the Products or Product Output represent or constitute an actual MIS rating, rating action or opinion unless specifically designated as such by MIS, whether or not any of the assumptions or other data are correct, or the ultimate events related thereto differ materially from the factors used as inputs to such products. Nothing in this License Agreement will compel MIS to assign, as a result of any products or information offered hereunder, a particular rating or any revision thereof to any securities, debt or other instruments. Client understands that MIS may at any time refuse to issue any rating, or, if already issued, revise or withdraw such rating. Client further agrees not to represent, imply or otherwise suggest that any Products or Product Output constitutes or affects an MIS rating, rating action, or opinion.

7.4 DISCLAIMERS. EXCEPT FOR SUCH ADDITIONAL EXPRESS WARRANTIES AS MAY BE SET FORTH IN AN ORDER FORM, THE LIMITED WARRANTIES STATED IN SECTION 7.1 ABOVE SET FORTH THE ONLY REPRESENTATIONS AND WARRANTIES CONCERNING THE PRODUCTS PROVIDED BY MOODY'S. MOODY'S EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION WARRANTIES OF ACCURACY, TIMELINESS, COMPLETENESS, RESULTS, AND THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF MOODY'S HAS BEEN INFORMED OF SUCH PURPOSE, OR ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. MOODY'S SHALL NOT BE RESPONSIBLE FOR CLIENT'S USE OF THE PRODUCTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MOODY'S DOES NOT WARRANT OR GUARANTEE THAT THE PRODUCTS WILL ACCURATELY PREDICT CREDIT RISK OR

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PREVENT BAD DECISIONS REGARDING EXTENSIONS OF CREDIT, INVESTMENTS, LOANS, OR OTHER RISK-RELATED ACTIVITIES, NOR SHALL MOODY'S BE RESPONSIBLE FOR THE CONSEQUENCES OF ANY SUCH DECISIONS. MOODY'S MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO HARDWARE OR NETWORK DOWNTIME, INTERFERENCE, BANDWIDTH, INTERRUPTION, OUTAGE, OR QUALITY OR SPEED OF ACCESS OR TRANSMISSION OF DATA OR THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. NO AGENT OF MOODY'S IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF MOODY'S AS SET FORTH HEREIN.

7.5 Indemnification

7.5.1 Moody's shall (i) defend, at its expense, any third party action, suit or proceeding brought against Client, its permitted successors and assigns, and each of their respective officers, directors, employees, legal representatives, and agents, (together, the "Client Indemnified Parties") to the extent such action, suit or proceeding is based upon an allegation that the Products as provided to Client by Moody's and as used by Client in compliance with the terms of the License Agreement infringe any valid patent or copyright, or misappropriate a trade secret of a third party, and (ii) will pay any damages, liabilities or costs (excluding consequential and exemplary damages) finally awarded against the Client Indemnified Parties pursuant to any such action, suit or proceeding, or agreed to by Moody's as settlement or compromise; provided however, that Client shall have promptly provided Moody's with written notice of any relevant actions, suits, proceedings or claims or demands related thereto and reasonable cooperation, information, and assistance in connection therewith.

7.5.2 In the event that any Product becomes, or in Moody's opinion is likely to become, the subject of a claimed intellectual property infringement or other claim, Moody's may, at its option, (i) procure for Client the right to continue using the Product; or (ii) replace or modify such Product to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is, in Moody's judgment, available on reasonably commercial terms, Moody's may terminate the applicable license or subscription upon notice to Client, in which case Client shall cease use of and return all copies of the Products and related materials, and Moody's shall refund to Client the portion of the fees pre-paid by Client for the returned materials that are attributable for the period of time after termination (which, in the case of a perpetually licensed Software Program only, shall be computed based on a five year useful life).

7.5.3 In no event will Moody's have any liability or indemnification obligation under this License Agreement for any claim or action to the extent the claim or action is caused by, or results from: (i) the combination or use of Products with non-Moody's software, services or data, if such claim or action would have been avoided by the non-combined or exclusive use of the Products, (ii) modification of the Products by anyone other than Moody's if such claim or action would have been avoided by use of the unmodified Products, (iii) Client continuing the allegedly infringing activity after notification or after receiving modifications that would have avoided the alleged infringement, or (iv) use of the Products in a manner that is not authorized by this License Agreement.

7.5.4 [Intentionally Omitted]

7.5.5 The defence and indemnification described in this Section 7.5 and Moody's obligations under the provisions of this Section 7.5 are Moody's exclusive liability and the Client Indemnified Parties' exclusive remedy for claims of an intellectual property infringement or other third party claim as set forth above based upon or related to any materials provided by Moody's.

7.6 GENERAL LIMITATION OF LIABILITY. WITH THE EXCEPTION OF INDEMNIFICATION OBLIGATIONS UNDER THIS LICENSE AGREEMENT, THE LIABILITY OF MOODY'S, ITS AFFILIATES OR LICENSORS, IF ANY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCTS PROVIDED BY MOODY'S, AND REGARDLESS OF THE LEGAL THEORY OR THE DELIVERY OR NON-DELIVERY OF ANY PRODUCTS, SHALL NOT BE GREATER THAN THE FEES ACTUALLY PAID BY CLIENT TO MOODY'S HEREUNDER IN CONNECTION WITH THE PRODUCTS AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH SUCH CLAIM ACCRUED. UNDER NO CIRCUMSTANCES WILL MOODY'S, ITS AFFILIATES OR LICENSORS, IF ANY, BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION,

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REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE SOFTWARE, COST OF CAPITAL, AND THE CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER.

8. CONFIDENTIALITY

8.1 Non-Disclosure. Each party agrees (a) not to use the Confidential Information disclosed to it by the other party ("Disclosing Party") for any purpose other than as contemplated by this License Agreement, (b) not to disclose the Disclosing Party's Confidential Information to any third party other than its agents (or in the case of Client, the Outsourcers) who have a need to know the Confidential Information for purposes contemplated by this License Agreement and are subject to non-use and confidentiality provisions at least as protective of the Disclosing Party as are contained in this Section, and (c) to protect the Disclosing Party's Confidential Information with at least the same degree of care it uses to protect its own Confidential Information, but at a minimum to use commercially reasonable efforts. The confidentiality obligations of this License Agreement shall not apply to information received by a party (the "Receiving Party") that (a) was lawfully received by the Receiving Party from a third party free of any obligation to keep it confidential; (b) is or becomes publicly available, by other than unauthorized disclosure; (c) is independently developed without any reference to the Confidential Information, as evidenced by contemporaneous written records of Receiving Party; or (d) is required to be disclosed by law, regulation or court order; provided that, with respect to any of the foregoing exceptions, the Receiving Party will give the Disclosing Party prompt notice prior to such disclosure. The parties expressly agree that Client shall not provide to Moody's hereunder any nonpublic personally identifiable information relating to individual persons.

8.2 Return of Confidential Information. At any time upon the request of the Disclosing Party, the Receiving Party shall return or destroy the relevant Confidential Information of the Disclosing Party, including any copies thereof, and certify in writing that it has complied with this obligation.

9. MISCELLANEOUS TERMS

9.1 Independent Contractors. Moody's and Client are independent contractors, and nothing in this License Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Neither party is an agent or representative of the other or is authorized to make any warranties or assume or create any other obligations on behalf of the other.

9.2 Compliance with Laws. Each party represents and warrants that it will comply with all applicable laws and regulations affecting its performance under this License Agreement. Client shall adhere to all applicable laws, regulations and rules relating to the export of technical data and shall not export, re-export, or participate in any other transaction in connection with the Products, and any other products or services received from Moody's or any technical data obtained therefrom in violation of such applicable laws, regulations and rules unless properly authorized.

9.3 [Intentionally Omitted]

9.4 Amendments/Severability. No amendment or modification of this License Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. If any provision of this License Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the remainder of this License Agreement shall continue in full force and effect.

9.5 Inspection. During the term of this License Agreement and for six months thereafter, upon Moody's request [REDACTED], Client shall provide a written certification in a form acceptable to Moody's that it is in compliance with the terms and conditions of the Contract, this License Agreement and any applicable Order Form. Moody's failure to request a written certification shall not relieve Client of any obligations under this License Agreement or any Order Form.

Attachment No. 1

9.6 [Intentionally Omitted]

9.7 **Force Majeure.** Performance under this License Agreement may be postponed or extended automatically to the extent that either party is prevented from performing its obligations under this License Agreement as a result of a cause beyond its reasonable control, such as an accident, act of a civil or military authority, act of God, earthquake, embargo, fire, flood, intervening change in law or governmental regulation, riot, strike, shortage of transportation or communication facilities, pandemic, disruption of telecommunication networks, terrorism or war.

9.8 **Assignment.** Client may assign this License Agreement and any of its rights or duties under this License Agreement to the extent that the functions being performed by Client are reassigned to another department, group or entity within the United States Treasury, provided that Client shall provide Moody's with at least 30 days' prior written notice of such transfer. If any such permitted assignment by Client would cause Client to exceed a License Parameter, such assignment shall be contingent upon the purchase of additional license or usage rights by Client. Any permitted assignee of Client shall agree in writing to be bound by the terms and conditions of this License Agreement.

9.9 **Governing Law.** This License Agreement is governed by the federal laws of the United States.

9.10 **Notices.** All notices, requests, or other communications or documents to be given under this License Agreement shall be in writing and addressed to the person(s) designated below and shall be deemed effective: (i) when delivered by hand; or (ii) one day after posting with a recognized express delivery service specifying priority overnight delivery with written verification of receipt (in the case of internal domestic U.S. deliveries); or (iii) three days after posting with a recognized international express delivery service specifying priority international delivery with written verification of receipt (in the case of international deliveries). Notices to Moody's shall be sent to Moody's Analytics, Inc. at 7 World Trade Center, 250 Greenwich Street, New York, NY 10007 USA (attention: General Counsel, Moody's Analytics). Notices to Client shall be sent to Client at the address set forth in the preamble to this License Agreement (attention: General Counsel). Each party may designate a different address or contact person by notice given in the manner provided in this section.

9.11 **Survival.** The terms contained in Sections 1, 2.4.2, 3.2, 6, 7, 8 and 9 of this License Agreement shall survive the expiration or termination of this License Agreement or any Order Form hereto.

9.12 **Counterparts.** This License Agreement may be executed in counterparts, each of which shall be deemed an original, including a facsimile or a scanned image and/or PDF version, and all of which together shall be considered one and the same License Agreement.

9.13 **Privacy.** For information on how Moody's processes and protects personal data, please see the Privacy Policy available at www.moody.com.

9.14 **Press Release and Reference.** Neither party shall issue any press release or public statements concerning this License Agreement without the other's written consent. The foregoing shall not be applicable to Client to the extent any disclosure is required by federal law, including the FAR.

9.15 **Third Party Materials.** The parties understand that any Products provided under this License Agreement may require the use of certain third-party hardware and/or software products. Client shall be solely responsible for acquiring its own hardware and for obtaining licenses to such third-party software, if such software is not already in Client's possession, including the right to incorporate such software into its systems. Moody's makes no warranties or representations hereunder, express or implied, as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software, and the quality, capabilities, operations, performance and suitability of such third-party hardware or software lies solely with Client and the vendor or supplier of that hardware or software.

* * *

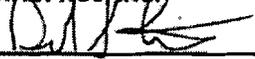
MOODY'S ANALYTICS

Moody's Agreement No. 62630

Attachment No. 1

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed by their duly authorized representatives.

MOODY'S ANALYTICS/INC

Signature: 

By:  Managing Director
Authorized Officer

Date: 2/2/2012

UNITED STATES DEPARTMENT OF THE TREASURY

Signature: Tonya P. Kemp

By: Tonya P. Kemp, Contracting Officer
Authorized Officer

Date: 2/2/2012

Memorandum of Understanding (MOU)

**Between
The Office of Financial Stability (OFS)
And
Moody's Analytics, Inc.**

Version 1.0 Dated: January 26, 2012

TABLE OF CONTENTS

1	Purpose and Scope.....	3
2	Authority.....	3
3	Solution description.....	3
4	Data Security.....	4
4.1	GENERAL INFORMATION/DATA DESCRIPTION.....	4
4.2	DATA TYPES.....	4
4.3	TOPOLOGICAL DIAGRAM.....	5
5	SECURITY RESPONSIBILITIES.....	5
5.1	PROTECTION OF DATA AT REST AND TRANSIT.....	5
5.2	SECURITY MANAGEMENT PROGRAM.....	6
5.3	PERSONNEL / USER SECURITY.....	6
5.4	MATERIAL NETWORK CHANGES.....	6
5.5	NETWORK SEGMENTATION.....	6
5.6	INCIDENT HANDLING.....	6
5.7	DISASTERS AND OTHER CONTINGENCIES.....	7
5.8	COMMITMENT TO PROTECT SENSITIVE INFORMATION.....	7
5.9	COMMUNICATION / INFORMATION SECURITY POINTS OF CONTACT.....	7
5.10	ANNUAL REASSURANCE.....	7
5.11	ALIAS OF TREASURY IDENTITY.....	7
6	Signature of Agreement.....	8

This **Office of Financial Stability (OFS)** and **Moody's Analytics, Inc.** MOU version history is maintained to document updates to this document. The date, organizational representative and version are captured in the table provided below:

VERSION HISTORY

Date of Review	OFS Representative	Moody's Analytics, Inc. Representative	MOU Version
1/26/2012	Tonya Kemp, CO		1.0

1 PURPOSE AND SCOPE

The purpose of this Memorandum of Understanding (MOU) is to establish a management agreement between the Department of the Treasury - Office of Financial Stability (OFS) and Moody's Analytics, Inc., hereafter referred to as "both parties" regarding the development, management, operation, and security of a connection between their respective information technology (IT) environments. (Note: A connection is deemed to exist when agency data is transferred to/from a third party processor through electronic means even if the connection is not persistent.)

Federal policy requires agencies to develop Interconnection Security Agreements (MOU) or MOUs for system interconnections. This MOU is based on the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-47 – *Security Guide for Interconnecting Information Technology Systems* <http://csrc.nist.gov/publications/nistpubs/800-47/sp800-47.pdf>. The guide establishes security measures that shall be taken to protect the connected systems, networks and shared data.

2 AUTHORITY

The authority for this MOU is based on the following, but not limited to the:

- Federal Information Security Management Act (FISMA) of 2002;
- OMB Circular A-130, Appendix III, *Security of Federal Automated Information System*;
- 18 United States Code U.S.C. § 641 Criminal Code: Public Money, Property or Records;
- 18 U.S.C. § 1905 Criminal Code: Disclosure of Confidential Information;
- Privacy Act of 1974, 5 U.S.C. § 552a;

3 SOLUTION DESCRIPTION

The services under this procurement include a collection of web-services (in this case financial models) that OFS will submit "position" and "economic assumption" information to and receive back cash flow information which is then analyzed within OFS to develop valuations for securities held by OFS. These web services will assist Treasury/OFS in completing a fair and effective valuation of investments in Special Purchased Vehicles (SPVs), and allow Treasury to project future cash flows of the securities purchased by the SPVs on a monthly basis as required by the Federal Credit Reform Act of 1990 (FCRA).

The interconnection consists of a "service" that is a publically exposed set of financial models where OFS personnel will submit CUSIP, deal assumptions and economic assumptions. The service will return cash flow scenarios for the user to download or receive via electronic means. The connection to the web server, authentication and authorization, and the data in transit will be protected via HTTPS (Hyper Text Transfer Protocol Secure), FTPS (File Transferred Protocol Secured), or an encrypted email that uses Federal Information Processing Standard (FIPS) 140-2 approved ciphers. The web server does not save the request or the result set after the transaction is processed other than incidental administrative data that logs access and resource utilization. Transaction processing includes the deletion of files from the web server once the transmission has completed.

4 DATA SECURITY

4.1 GENERAL INFORMATION/DATA DESCRIPTION

The data that will be sent to Moody's Analytics, Inc. is described below.

- Committee on Uniform Security Identification Procedures (CUSIPS) Codes
- Deal Level Assumptions
- Economic Assumptions

The data that will be received from the Moody's Analytics, Inc. is described below:

- Cash Flows for Portfolios and individual CUSIPS
- Surveillance data
- Historical performance data
- Economic scenario data
- Performance assumption data

4.2 DATA TYPES

Description of data, including Sensitivity level based on NIST SP800-60:

Data Type	Description	Information Criticality Level
D.9.1 Business and Industry Development Information Type	Business and industry development supports activities related to the creation of economic and business opportunities and stimulus, and the promotion of financial and economic stability for corporations and citizens involved in different types of business.	Low
C.3.2.1 Assets and Liability Management Information Type	Assets and Liability Management provide accounting support for the management of assets and liabilities of the Federal government. Assets and liability management activities measure the total cost and revenue of Federal programs, and their various elements, activities and outputs. Assets and liability management is essential for providing accurate program measurement information, performance measures, and financial statements with verifiable reporting of the cost of activities.	Low
C.3.2.2 Reporting and Information Type	Reporting and Information includes providing financial information, reporting and analysis of financial transactions. Financial reporting includes the activities necessary to support management's fiduciary role; budget formulation and execution functions; fiscal management of program delivery and program decision making; and internal and external reporting requirements.	Moderate

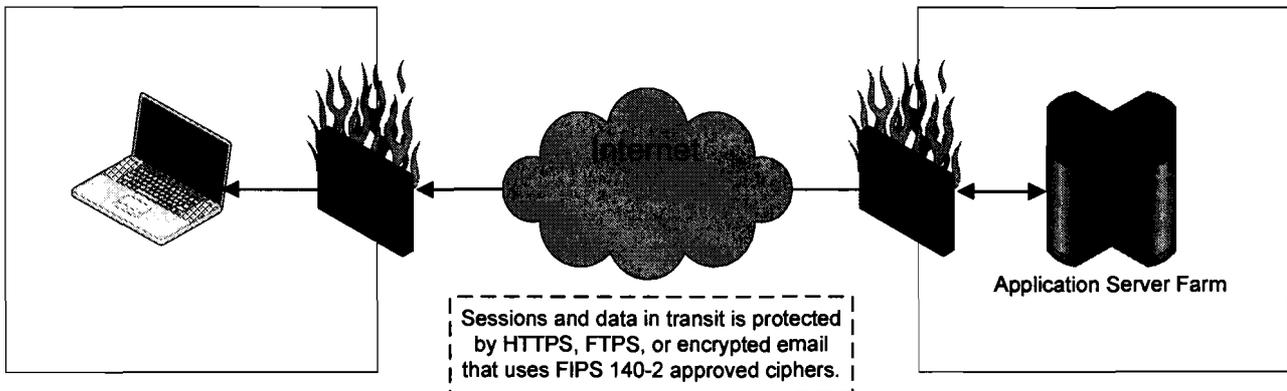
<p>C.3.2.7 Cost Accounting/ Performance Measurement Information Type</p>	<p>Cost Accounting / Performance Measurement is the process of accumulating, measuring, analyzing, interpreting, and reporting cost information useful to both internal and external groups concerned with the way in which an organization uses, accounts for, safeguards, and controls its resources to meet its objectives. Cost accounting information is necessary in establishing strategic goals, measuring service efforts and accomplishments, and relating efforts to accomplishments. Also, cost accounting, financial accounting, and budgetary accounting all draw information from common data sources.</p>	<p>Moderate</p>
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Overall Security Level Designation: MODERATE

4.3 TOPOLOGICAL DIAGRAM

Office of Financial Stability (OFS)

Moody's Analytics, Inc



5 SECURITY RESPONSIBILITIES

This section defines a minimal reasonable level of security that the Moody's Analytics, Inc. is expected to provide OFS. Each section identifies a criterion to ensure that a level of security has been implemented that is commensurate with the risk and magnitude of the harm that could result from the loss, misuse, disclosure, or modification of the information being processed and generated.

5.1 PROTECTION OF DATA AT REST AND TRANSIT

- Any data related to the core service described in Section 3 that is sent from Moody's Analytics, Inc. to OFS will be protected by HTTPS, FTPS or encrypted e-mail that uses FIPS 140-2 approved ciphers.
- Any data that is generated for OFS related to the core service described in Section 3 will NOT be saved or otherwise persisted beyond the end of the transaction with OFS. Other than access

control related data required for logging OFS's use, Moody's Analytics, Inc. will not maintain on its servers copies of result sets generated for OFS or result sets matched with the initiating query.

5.2 SECURITY MANAGEMENT PROGRAM

- Ensure that an SSAE-16 is conducted annually at the Data Center level to ensure Information Technology General Controls (ITGC) are properly designed and functioning effectively.
- Maintain an information security management program that covers the web application and the data.
- Establish and maintain comprehensive security policies and plans that are aligned with the ISO27000 series.
- Periodically conduct risk assessments on the application and its control environment based ISO27002.
- Upon request, make accessible to OFS, all information security documentation and configurations that are relevant to the interconnected networks.

5.3 PERSONNEL / USER SECURITY

- Ensure that all Moody's Analytics, Inc. employees, contractors, and other authorized users with access to the web application and the data are not security risks by performing background checks that include but are not limited to identity verification, education verification, employment references, national and state-wide criminal records.
- Enforce the following information security best practices:
 - Least Privilege: Only authorizing access to the minimal amount of resources required for a function;
 - Separation of Duties: A basic control that prevents or detects errors and irregularities by assigning responsibility for initiating transactions, recording transactions and custody of assets to separate individuals; and
 - Role-Based Security: Access controls to perform certain operations ('permissions') are assigned to specific roles.

5.4 MATERIAL NETWORK CHANGES

If changes to the network architecture that reduces the security posture of the interconnection are beyond the scope of those outlined within ISO standards Moody's Analytics, Inc. will report technical changes within five (5) business days through specified POC in Section 5.8. At a minimum, any change in the representations of Section 5.1 is a change that needs to be reported to the POC as a material network change.

5.5 NETWORK SEGMENTATION

- Restrict network and web application access to Moody's Analytics, Inc. personnel and contractors that have been authorized to support and maintain the system and comply with the guidelines stated in Section 5.2.
- Deploy and maintain boundary protection devices such as firewalls and intrusion prevention sensors (IPS) to decrease the likelihood of the loss of confidentiality of OFS data due to a malicious attack.

5.6 INCIDENT HANDLING

- Notify the designated POC within 24 hours by telephone or e-mail when a security incident is detected in the network and applications within the scope of this MOU. In addition to the specific services described, the scope of this statement relates to any administrative systems that contain

OFS/Treasury customer data. This will OFS to take steps to determine whether its network or data has been compromised and to take appropriate security precautions and required reporting steps.

- Provide in a written report, within five (15) business days, containing the details of the incident and steps taken to prevent future incidents.
- Block inbound and outbound access, within 24 hours, between the networks within the scope of this MOU that are the source of unauthorized access attempts, or the subject of any security events, until the risk is remediated. A performance penalty for the downtime may be imposed in accordance with the Quality Assurance Surveillance Plan.

5.7 DISASTERS AND OTHER CONTINGENCIES

Notify the designated POC immediately of a disaster declaration or other contingency plan execution that disrupts the normal operation. A performance penalty for the downtime may be imposed in accordance with the Quality Assurance Surveillance Plan.

5.8 COMMITMENT TO PROTECT SENSITIVE INFORMATION

- Ensure that the data and information generated from the data is not released, published, or disclosed to unauthorized personnel.
- Moody's Analytics, Inc. shall adhere to all information requirements as specified in Moody's Analytics, Inc. policies and procedures, the non-disclosure agreement(s), the contract, and any other pertinent laws and regulations.

5.9 COMMUNICATION / INFORMATION SECURITY POINTS OF CONTACT

- The designated points of contact (POC) for Treasury/OFS are defined as the Contracting Officer Representative (COR) and the Contracting Officer (CO), and are named in the task order award documentation.
- The designated points of contact (POC) for Moody's Analytics, Inc. are defined as the Project Manager and/or Managing Director named at task order award.

5.10 ANNUAL REASSURANCE

Moody's Analytics, Inc. will provide on an annual basis, corresponding with the task order award date, a statement confirming its compliance with this MOU.

5.11 ALIAS OF TREASURY IDENTITY

Within Moody's Analytics, Inc. system, the identity of Treasury/OFS will be aliased to not reflect the customer. A mutually agreed upon code name will be assigned to all Treasury data.

6 SIGNATURE OF AGREEMENT

Both parties agree to work together to ensure the joint security of the connected networks and the data they store, process, and transmit, as specified in this MOU.

Moody's Analytics, Inc. agrees to adhere to the security responsibilities defined in Section 5 of this MOU.

APPROVED AND ACCEPTED ON BEHALF OF THE OFFICE OF FINANCIAL STABILITY

By: _____

Title: _____

Date: _____

APPROVED AND ACCEPTED ON BEHALF OF MOODY'S ANALYTICS, INC.

By: _____

Title: _____

Date: _____