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|--|--|---------------------------------------|--|---|------------------------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small> | | 1. REQUISITION NUMBER 11PR-OFS-167 | | PAGE OF 1 30 | |
| 2. CONTRACT NO. TOFS-11-B-0002 | | 3. AWARD/EFFECTIVE DATE 09/13/2011 | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME ELIZABETH COLORADO | | b. TELEPHONE NUMBER <small>(No collect calls)</small> | 8. OFFER DUE DATE/LOCAL TIME |
| 9. ISSUED BY INTERNAL REVENUE SERVICE 6009 OXON HILL ROAD SUITE 500 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) | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | 13a. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700) <input type="checkbox"/> | 13b. RATING | |
| 15. DELIVER TO As Indicated On Each Call | | CODE | 16. ADMINISTERED BY INTERNAL REVENUE SERVICE 6009 OXON HILL ROAD SUITE 500 OXON HILL MD 20745 | | |
| 17a. CONTRACTOR/OFFEROR ADC LTD NM 909 VIRGINIA ST NE STE 107 ALBUQUERQUE NM 87108-1094 | | CODE 146389994 | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY As Indicated On Each Call | |
| TELEPHONE NO. | | CODE TDP-IRS | CODE ARC/ASD/OFS | | |

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|--|--------------|----------|----------------|------------|
| | GSA Contract #: GS-02F-0043U Blanket Purchase Agreement for MHA Felony Certification Background Checks. The ceiling is established at \$600,000.00. The Period of Performance is September 13, 2011 through September 12, 2012. See attachment pages. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> | | | | |

25. ACCOUNTING AND APPROPRIATION DATA
As Indicated On Each Call

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA 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 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN

29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

| | | | |
|---|--|--|--|
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | |
| 30b. NAME AND TITLE OF SIGNER (Type or print) Brenda Cordova - Susroka/President | | 31b. NAME OF CONTRACTING OFFICER (Type or print) DAVID I. GILL | |
| 30c. DATE SIGNED 9/12/11 | | 31c. DATE SIGNED 9/12/11 | |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | Period of Performance: 09/13/2011 to 09/12/2012 | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

| | | |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

| | |
|--|---|
| 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 (<i>YY/MM/DD</i>) |

Felony Certification Background Checks

TABLE OF CONTENTS

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

ATTACHMENTS

- ATTACHMENT 1: NON-DISCLOSURE AGREEMENT**
- ATTACHMENT 2: Submitted with Proposal**
- ATTACHMENT 3: Submitted with Proposal**
- ATTACHMENT 4: Submitted with Proposal**
- ATTACHMENT 5: Submitted with Proposal**
- ATTACHMENT 6: TARP CONFLICTS OF INFORMATION REGULATIONS,
ANNUAL CERTIFICATION FORMAT**
- ATTACHMENT 7: MONTHLY STATUS REPORT FORMAT**

SECTION I

STATEMENT OF WORK

Felony Certification Background Checks

1.0 Background

The U.S. Department of the Treasury (Treasury) requires expert services with respect to criminal background checks on applicants to any of the Making Home Affordable Programs (MHA) authorized under the Emergency Economic Stabilization Act of 2008 (EESA) and in support of enforcing a section of the Dodd-Frank legislation that prohibits certain financial felons from receiving benefits under EESA mortgage assistance programs. The period of performance is one year from the date of award.

2.0 Deliverables

In particular, Treasury requires legal services to:

- Provide approximately 100 criminal background checks monthly on identified individuals to determine whether any person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following:
 - (A) Felony larceny, theft, fraud, or forgery.
 - (B) Money laundering.
 - (C) Tax evasion.
- Research commercially available databases and other sources of information across multiple jurisdictions applicable to the individual's criminal background, such as court records, corrections reports, and arrest logs. Contractor must possess the capability to obtain manual reports from jurisdictions not accessible by standard electronic database.
- Perform analysis of applicant responses to research findings purporting to refute the findings, and determine merit of such applicant response.
- Produce written reports in a format acceptable to Treasury with relevant back-up documentation, in accordance with industry best practices, for each required criminal background check, including the electronic transfer and source of data.
- Perform the above described searches and deliver reports within the context of the following business process:
 - 1) Receive list of approximately 100 individuals to search monthly. The list may be delivered from Treasury or Treasury's agent.
 - 2) Perform search.
 - 3) Analyze results and determine if any reported crimes match list of crimes enumerated above. This includes eliminating unrelated or non-actionable results.

- 4) Summarize analyzed results. Results may be requested to be provided in various types of electronic medium.
- 5) Store and electronically retrieve complete search results upon request.
- 6) Deliver search results to Treasury or Treasury's agent.
- 7) Perform additional runner searches, approximately 20 per month, in jurisdictions not accessible by standard electronic database.

3.0 Conflicts Of Interest

- 3.1 The Treasury HAS NOT WAIVED any potential conflicts of interest as defined by the Federal Acquisition Regulation (FAR) or 31 C.F.R. Part 31. Further, the Contractor agrees that its future relationship with the Treasury will be governed by the FAR, 31 C.F.R. Part 31, and this Blanket Purchase Agreement. 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.
- 3.2 Prior to work being performed, the Contractor shall prepare a detailed written explanation of all actual conflicts, potential conflicts, or matters that may present the appearance of a conflict under the FAR or 31 C.F.R. Part 31, and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to avoid or mitigate such conflicts. The Contractor's disclosure submission shall include but is not limited to the information specified in 31 C.F.R. § 31.211(b)(1) – (b)(6), and shall include at a minimum the following:
 - The Contractor and any proposed or actual subcontractor's or consultant's relationship to any related entities as such term is defined in 31 C.F.R. § 31.201;
 - The categories of troubled assets owned or controlled by the Contractor including any proposed or actual subcontractor or consultant, or any related entity of the Contractor, if the arrangement relates to the acquisition, valuation, disposition, or management of troubled assets;
 - Information concerning all other business or financial interests of the Contractor including its proposed or actual subcontractors or consultants, or the related entities of the Contractor, that could conflict with the Contractor's obligations under this Blanket Purchase Agreement;
 - A description of all organizational conflicts of interest and potential conflicts of interest;
 - A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
 - A written detailed plan to mitigate all personal conflicts of interest, along with supporting documents; and
 - A certification that the information provided to the Treasury in response to the above items is complete and accurate in all materials respects. Only after receiving this information will the Treasury determine whether organizational conflicts of interest prevent the Contractor from consulting for the Treasury in the specific matter.

- 3.3 Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with 31 C.F.R. Part 31 or Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (i) refusal to waive a conflict; (ii) termination of this Blanket Purchase Agreement 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.
- 3.4 It is solely within the discretion of the Treasury to determine whether or not a conflict of interest exists and whether any mitigation plan submitted by the Contractor avoids or mitigates a conflict. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred to another contractor or entity pursuant to the corrective actions listed above, the Contractor is expected to follow Treasury policies and procedures and to cooperate fully in the orderly transfer of such matters.
- 3.5 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 Blanket Purchase Agreement and after the end of this Blanket Purchase Agreement; and (2) have all professional staff assigned to work under this Blanket Purchase Agreement receive conflicts training in consultation with the OFS Compliance office at the on-boarding and off-boarding process.
- 3.6 No later than 10 business days after the effective date of this Blanket Purchase Agreement, or any revision to this Blanket Purchase Agreement's anticipated work or any Task Order 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 Blanket Purchase Agreement 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.
- 3.7 Before the Contractor accepts a BPA or a modification to this BPA or any Task Order, the Contractor shall certify to the following:
- The Contractor is aware of the prohibitions or paragraph (a) of 31 C.F.R. § 31.216 and, to the best of its knowledge after making reasonable inquiry, the retained entity has no information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216; and

- Each officer, employee, and representative of the Contractor who participated personally and substantially in preparing a bid, offer, proposal, or request for modification of this Blanket Purchase Agreement after the date hereof has certified that he or she:
 - a. Is familiar with and will comply with the requirements of paragraph (a) of 31 C.F.R. § 31.216; and
 - b. Has no information of any violations or possible violations of paragraph (a) of 31 C.F.R. § 31.216, and will report immediately to the Contractor any subsequently gained information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216.
- 3.8 Before the Contractor accepts this Blanket Purchase Agreement or any Task Order, the Contractor shall use **Attachment 1** to certify that all organizational and personal conflicts of interest remain adequately mitigated.
- 3.9 The Contractor shall include this section in all subcontracts, consultant agreements, and lower tier subcontractors unless a waiver is requested from, and granted by, the Contracting Officer (CO).
- 3.10 If the Treasury issues additional regulations or guidelines on conflicts of interest under the TARP – including the Final Rule on TARP Conflicts of Interest contemplated by the Interim COI Rule – the Contractor and the Treasury will negotiate in good faith to include appropriate provisions in Contractor’s amended COI Mitigation Plan to address those additional regulations or guidelines.
- 3.11 On the anniversary date of the award of this Blanket Purchase Agreement, 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 6 with respect to the Contractor’s TARP-related services. Such Annual Certification shall encompass all active TARP-related services Contractor is providing.

4.0 Place of Performance

All work under the BPA to be issued shall be performed at the contractor’s facilities, unless otherwise directed by task order.

5.0 Government-Furnished Property or Supplies:

The Contractor shall provide all materials, equipment, support, and facilities to fulfill the terms and conditions of this procurement.

6.0 Security and Confidentiality

The security classification for work performed under this agreement is Sensitive But Unclassified (SBU). The documents that will be reviewed and produced are sensitive in nature and shall be protected from unauthorized disclosure. Work on this project requires that Contractor personnel have access to Privacy Act Information. Contractor personnel shall adhere

to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

6.1 Non-Disclosure Requirements

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

6.2 Contractor Personnel Security

6.2.1 Pre-Screening of Personnel and Removal of Unacceptable Personnel

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

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

7.0 Monthly Contract Status Report

The Contractor shall report each month, current with submission of its invoice, the status of the Blanket Purchase Agreement as of the end of the previous month. Such report shall describe, but is not limited to the:

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

See Attachment 7 for a Sample Monthly Status Report.

8.0 Labor Rates

Not Used

9.0 FAR 52.227-14: Rights in Data—General (DEC 2007)

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

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

“Computer software”—

(1) Means

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

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

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

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

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

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

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g) (3) if included in this clause.

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

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

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

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 403\(8\)](#)).

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

(b) Allocation of rights.

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

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

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

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

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

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

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

(i) Identifies the data; and

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

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

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

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

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

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

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 253d](#), the following procedures shall apply prior to canceling or ignoring the markings.

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

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

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor

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

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

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

(f) Omitted or incorrect markings.

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

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

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

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

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
- (ii) Correct any incorrect notices.

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

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

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

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

(3) [Reserved]

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

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

10.0 Public-Release Contract Version Requirement

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 all of the Contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract document may be properly withheld.

11.0 Cooperation in Investigations and Legal Actions

Contractor agrees to cooperate to the fullest extent of the law in any investigations or legal proceedings to which the United States Department of the Treasury is a party, or is substantially involved in, in which the Contractor's products or services may have been used to support or provide evidentiary findings. This clause shall survive the termination of this agreement.

12.0 1052.242-9000 Post Award Evaluation of Contractor Performance (SEP 2006)

(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 semi-annually to coincide with the anniversary date of the contract. Interim and final evaluations shall be available to the Contractor through the Contractor Performance Assessment Reporting System (CPARS) 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 CO, whose decision shall 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 must register with CPS in order to review and comment on agency prepared contractor interim and final evaluation reports. Contractors can do this by registering online at the CPS web site. 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.

13.0 Data First Produced in Performance of the Contract

- (a) The data first produced in the performance of this contract is necessary for the prevention of fraud and for law enforcement purposes. Notwithstanding any other provision of this Contract, the Contractor may not make any use of data first produced in the performance of this contract, including "sanitized" versions of such data without the express, written consent of the Contracting Officer for any purpose including, but not limited to, the use of such data in academic, technical or professional journals, symposia proceedings, or similar works.

- (b) The data first produced in this contract shall be deemed confidential, proprietary and shall not be released in any form, except as required by law or directed by a court. In the event the release of the data may be required, the Contractor shall provide the Contracting Officer with timely notification so that the Government has the opportunity to object and attempt to prevent the release of the data. .

**14.0 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 J, Attachment [Fill in]. 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)

15.0 Contractor Publicity

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.

**SECTION II
SCHEDULE OF SERVICES AND PRICES**

The following Schedule includes estimated quantities at firm, fixed unit prices for the one year period of performance.

| | Estimated Quantity | Unit Price |
|-------------------------------------|---------------------------|-------------------|
| | | |
| 1. Electronic Searches and Analyses | █ | █ |
| | | |
| 2. Runner Searches: | █ | █ |
| | | |

SECTION III

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

1.0 This is a Blanket Purchase Agreement issued in accordance with FAR Part 8.405-3, with ADC LTD NM, GSA Schedule Contract GS-02F-0043U.

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

2.1 Contracting Officer

a. The Contracting Officer for this Blanket Purchase Agreement is:

David I. Gill
Office of Treasury Procurement Services (OTPS)
6009 Oxon Hill Road
Oxon Hill, MD 20745
Office No.: (202)283-5274
Email:david.i.gill@irs.gov

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

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

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

Gail Neyland
Department of the Treasury, Office of Financial Stability
1801 L St, NW
Washington, DC 20036
Office No. :(202) 927-8777
Email:Gail.neyland@treasury.gov

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

2.3 Contractor Project Manager

[REDACTED]
909 Virginia St., NE, Suite 104
Albuquerque, NM 87108
Office No.: [REDACTED]
Email: [REDACTED]

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

3.0 Period of Performance

The period of performance for this Blanket Purchase Agreement shall be one year from the date of award.

2.1 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 30 days.

4.0 Payment Schedule

As applicable, a payment schedule will be specified in the each Task Order.

4.0 Deliveries or Period of Performance

- (a) Each task order shall specify the period of performance.
- (b) All deliverables required under each task order shall be shipped F.O.B Destination to the Government address identified in each task order.
- (c) A copy of the transmittal letter forwarding the deliverable(s) to the specified destination(s) shall be directed to the Contracting Officer's Technical Representative at the address in Section III, Paragraph 1.2, above.

5.0 Invoices

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

OFS@bpd.treas.gov

- (b) A copy of the invoice shall also be submitted to the COTR simultaneously.
- (c) Submission of proper invoices shall be based on quantities completed at the applicable Unit Prices set forth in Section II, and delivered in each invoice period. See 5.0(d) below.
- (d) Each invoice submitted shall be supported by appropriate documentation as follows:
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Task Order number;
 - (iv) Monthly accounting at the FFP Unit Prices;
 - (v) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Blanket Purchase Agreement.
 - (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this Blanket Purchase Agreement.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (e) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

6.0 Key Personnel

- (a) The Contractor shall use the key personnel set forth in its quote, upon which award of this order shall be based, for performance of the effort set forth under the BPA. In the event that one or more of the personnel are not available, or become unavailable, the Contractor shall furnish substitute personnel of equal or superior relevant skills, which substitutions shall be subject to approval of the Contracting Officer.

- (b) Substitution of Key Personnel -
- (1) The Contractor shall assign to the BPA those persons whose resumes were submitted with its offer who are necessary to fill the requirements of the BPA and orders there under. No substitutions shall be made except in accordance with this clause.
 - (2) The Contractor shall not allow personnel substitutions during the BPA performance period unless the Contractor promptly notifies the COTR, and provides the information required by paragraph (3) below. All proposed substitutions must be submitted, in writing, at least fifteen (15) working days in advance of the proposed substitutions to the COTR, and provide the information required by paragraph (3) below.
 - (3) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the COTR needed to approve or disapprove the proposed substitution. All proposed substitutions must have relevant qualifications that are equal or superior to the qualifications of the person(s) to be replaced. The Contracting Officer or an authorized representative will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof.
- (c) For purposes of this Blanket Purchase Agreement (BPA), Key Personnel are defined as the contractor's Project Manager and any contractor employee responsible for supervising work under any of the task orders.

See Section III, 1.3.

7.0 Reassignment and Replacement of Contractor Personnel

- (a) The Government reserves the right to request that the Contractor reassign Contractor employees whose continued use under any Task Order issued under this BPA is deemed contrary to the best interests of the Government. The Contracting Officer will give notice of such reassignment in writing.
- (b) Not Used

8.0 Contractor's Proposals

The contractor's quotations dated August 5, 2011 and August 29, 2011 are incorporated by reference into this Blanket Purchase Agreement. In the event that any language in the contractor's quotation is inconsistent with the terms of this BPA, the terms of this BPA will take precedence.

**ATTACHMENT 1
NON-DISCLOSURE AGREEMENT**

Felony Certification Background Checks

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

TO BE COMPLETED AFTER AWARD

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

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

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

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

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

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive but unclassified information not consistent with the terms of this Agreement.

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

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

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

9. Unless and until I am provided a written release by the Treasury Department from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on Program Compliance Services, and at all times thereafter.

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

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive but

unclassified information to which my company has been given conditional access under the terms of this Agreement.

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

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

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

Name /Title

Date

Signature

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

Department of the Treasury

Date

**MONTHLY CONTRACT STATUS REPORT
ATTACHMENT 6
TARP CONFLICTS OF INTEREST REGULATIONS**

ANNUAL CERTIFICATION FORMAT

TO BE COMPLETED ONE YEAR AFTER BPA AWARD OR AT CLOSEOUT OF BPA

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

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

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

- During the period of the certification, the existing mitigation plan and associated processes [select one that applies]:

_____ Were effective, and did not require any revisions to identify, disclose and mitigate any actual or potential organizational conflicts of interest, unless specific organizational conflict(s) has been waived by Treasury as required under 31 C.F.R. § 31.211(a) (Please provide a listing of all waived organizational conflicts including the date of the waiver in Appendix B), or

_____ Were effective, and did not require any revisions to mitigate actual or potential organizational conflicts of interest that have been discovered before or during the certification period, except for any organizational conflicts of interest listed in Appendix C. The Mitigation Plan and associated processes to mitigate organizational conflicts of interest have been or will be revised (based on management’s assessment and with the Treasury’s approval) to mitigate the organizational conflicts listed in Appendix C. (Please provide in Appendix C a detailed description of discovered organizational conflicts, together with any Treasury-approved revision to the Mitigation Plan,).

- Management officials and key individuals (including members of the Financial Agent Group, where applicable) performing work for the Treasury, as listed in Appendix D, have provided information as required in 31 C.F.R. § 31.212(b), for the above period, regarding their personal, business and financial relationships, as well as those of their spouses, minor children and close family members and [select one that applies]:

_____ Do not have personal conflicts of interest, or

_____ Identified personal conflicts of interest have been mitigated by the existing plan or the existing mitigation plan has been or will be revised to mitigate identified personal conflicts based on management’s assessment (Please provide a detailed

description of identified personal conflicts and attach the revised mitigation plan in Appendix E), or

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

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

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

By: _____

Name: _____

Title: _____

Date: _____

Revised: 05/25/2011

ATTACHMENTS A-F INCLUDED IN THE RFQ ARE DUE AT THE TIME THIS ATTACHMENT 6 IS SUBMITTED.

ATTACHMENT 7

MONTHLY BPA/TASK ORDER STATUS REPORT

Date: Enter Date
Reporting Period: Enter Date

Contract Information

Contractor Name: Click here to enter Title

Description of requirement: Click here to enter text.

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

Contract Number

Enter Contract Number

Current Period of Performance (excluding options)

Enter Date from - to

Reporting Period Update

Contract cost summary (List the contract and each task order separately)

Current Contract Obligations: Enter value

Costs incurred through current reporting period: Enter value

Projected cost – next reporting period: Enter value

Remaining funds on contract/order: Enter value

Projected Cost at contract/order completion: Enter value

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

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

Performance & Deliverables

Describe key activities during this reporting period.
Enter text

List transactions closed during this reporting period.
Enter text

Describe other significant accomplishments during this reporting period.
Click to enter text

Describe significant challenges during this reporting period.

Enter text

Subcontracts

List subcontractors performing during this period & incurred costs

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

Small Business Subcontracting

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

Enter text

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

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

Enter text.

Include the following Attachments (if required)

Attachment A: List Government Furnished Property on this contract.

Attachment B: List all contractor personnel that worked on this contract during the reporting period.