

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 11/08/2010		2. CONTRACT NO. (If any) TIRNO-99-D-0005		6. SHIP TO:	
3. ORDER NO. TOFS-11-1-0005		4. REQUISITION/REFERENCE NO. 11PR-OFS-004		a. NAME OF CONSIGNEE OFS	
5. ISSUING OFFICE (Address correspondence to) Procurement Services Division Department of the Treasury 1425 New York Avenue, N.W. Washington DC 20220				b. STREET ADDRESS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. GTON	
				c. CITY WASHINGTON	e. ZIP CODE 20220
7. TO:				d. STATE DC	
a. NAME OF CONTRACTOR THE MITRE CORPORATION				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 7515 COLSHIRE DRIVE				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY MCLEAN		e. STATE VA	f. ZIP CODE 22102-7539	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFS	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination	b. ACCEPTANCE Destination				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Cost and data validation services related to HAMP Financial Agents.					
	Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME ARC/ASD/OFS						\$1,007,050.00
b. STREET ADDRESS (or P.O. Box) ARC/ASD/OFS, AVERY 3G P.O. BOX 1328						
c. CITY PARKERSBURG		d. STATE WV	e. ZIP CODE 26106-1328		\$1,007,050.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)



23. NAME (Typed)
JOSHUA F. GALICKI
TITLE: CONTRACTING/ORDERING OFFICER

SCHEDULE - CONTINUATION

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

DATE OF ORDER 11/08/2010	CONTRACT NO. TIRNO-99-D-0005	ORDER NO. TOFS-11-1-0005
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ITEM NO (a)	SUPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Admin Office: OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220</p> <p>Accounting Info: OFS0128SE11XX-2011-610001-OFS1231170-2524-00 000000-XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX Period of Performance: 11/08/2010 to 10/31/2011</p> <p>Base year (11/08/2010-10/31/2011) for cost and data validation services related to the HAMP financial agents.</p>				1,007,050.00	
0002	<p>Option Year for tasks 5, 6, and 7 of the task order statement of work. Total estimated price is \$1,281,116.00</p> <p>52.217-9 Option To Extend The Term Of The Contract (MAR 2000)</p> <p>a. The Government may extend the term of this contract by written notice to the Contractor within sixty (60) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.</p> <p>b. If the Government exercises this option, the extended contract shall be considered to include this option clause.</p> <p>c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.</p> <p>The total amount of award: \$1,007,050.00. The obligation for this award is shown in box 17(i).</p>				0.00	

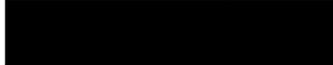
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$1,007,050.00

1.0 GENERAL

This task order is issued in accordance with Section G.9, entitled “Order Procedures for Treasury, Treasury Bureaus and Non-Sponsors”, of Contract Number TIRNO-99-D-0005 by the Department of the Treasury, Departmental Offices (Headquarters), located at 1500 Pennsylvania Avenue, NW, Washington, DC, to:

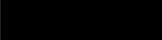
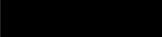
The MITRE Corporation



All terms and conditions within Contract Number TIRNO-99-D-00005 (the “Contract”) and this task order shall apply.

2.0 TYPE OF TASK ORDER AND COST BREAKDOWN

This is a cost plus fixed fee task order with a total price estimate of \$1,007,050. This total price estimate shall be fully funded with award of this task order as follows:

Total Estimated Cost	
Cost of Money	
Fixed Fee (Approx 4%)	
Total CPFF	\$1,007,050

3.0 TERM OF SERVICES

The period of performance for this task order shall be from November 8, 2010 through October 31, 2011.

4.0 CONTRACTOR’S PROPOSAL

The Contractor’s proposal for this task order dated 25 October 2010 and its supplements dated 29 October 2010 (collectively the “Proposal”) are incorporated by reference and made a part of this task order. In the case of any conflict between (a) the task order document or Contract and (b) the Proposal, the task order document or Contract shall take precedence.

5.0 KEY PERSONNEL

The following are essential personnel who will be assigned the responsibility for success of the work product(s) under this task order. These individual(s) shall be in responsible positions so as to allocate and control all persons performing work under this task order on behalf of the Contractor. The below listed individual(s) are designated as “Key Personnel” for this task order:

MITRE Program Manager:

Name: [Redacted]
Address: [Redacted]
Telephone Number: [Redacted]
Email Address: [Redacted]

MITRE Project Manager:

Name: [Redacted]
Address: [Redacted]
Telephone Number: [Redacted]
Email Address: [Redacted]

6.0 DEPARTMENT OF THE TREASURY POINTS OF CONTACT

The Contracting Officer designated for this task order is:

Contracting Officer:
Joshua F. Galicki
U.S. Treasury Department
Departmental Offices, Procurement Services Division
1500 Pennsylvania Avenue, NW
[Redacted]

The COTR designated for this task order is:

COTR:
Thomas Coleman
U.S. Treasury Department
Office of Financial Stability
1500 Pennsylvania Avenue, NW
Washington, DC 20220
[REDACTED]

The Government Technical Manager for this task order is:

COTR:
Jack Welch
U.S. Treasury Department
Office of Financial Stability
1500 Pennsylvania Avenue, NW
[REDACTED]

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the task order, and/or modify any term or condition of the task order. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed task order or specific authorization from the Contracting Officer.

7.0 SUBMISSION OF TASK ORDER VOUCHERS FOR PAYMENT

Billing by the Contractor and payment by the Government to the Contractor shall be in accordance with Sections G.3 and G.9 of the Contract and all original vouchers for this Headquarters task order shall be sent to the following addresses:

Send Electronic Invoices to: OFS@bpd.treas.gov
 CC: [REDACTED]

Send Paper Invoices to: OFS Payment
Department of the Treasury
1500 Pennsylvania Ave. NW
[REDACTED]
Washington, DC 20220

Include the following information on all invoices and subject line:

Treasury/TO Obligation Document No. TOFS-11-I-0005

8.0 INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be made by the COTR identified within this task order in accordance with Section E of the Contract and the Acceptance Criteria as identified in the contractor proposal, which is Attachment 2 of this task order.

9.0 MONTHLY PROGRESS REPORT

In addition to complying with Sections G.4 and G.9 of the Contract, by or before the 15th of each month, the Contractor(s) shall report the progress status for this task order to the COTR identified within this task order. Such reports shall include the:

- a) Hours and dollars spent, including cumulative totals of each task through the cut-off date and a forecast of future costs through the end of the month;
- b) Forecast of future costs through the next month;
- c) Current contractor personnel engaged;
- d) Subcontracts, including socioeconomic category of subcontractor and dollar value;
- e) Any contract issues;
- f) Monthly activities and accomplishments; and
- g) A verification (i) of receipt of executed non-disclosure agreements from each employee prior to such employee's performance of any work under this task order, and (ii) that each such employee has received sufficient discussion or training to ensure an understanding of the Department of the Treasury, Office of Financial Stability's confidentiality expectations.

10.0 PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

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

be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to this task order 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 task order may be properly withheld from disclosure.

11.0 TASK ORDER SCOPE OF WORK

The statement of work for this task order, which is attached to this document as Attachment 1, is incorporated by reference and a part of this task order.

12.0 TASK ORDER CONFIDENTIALITY OF DATA AND INFORMATION

In accordance with Section H.25(b) of the Contract, in the event the work required to be performed under this task order requires access to proprietary data of other companies (i.e., including but not limited to Fannie Mae), the Contractor shall obtain agreements from those companies for use of such data unless it is provided or made available to the Contractor by the Government, as more fully set forth in Section H.25(b) of the Contract. Two (2) copies of any such company-to-company agreement(s) shall be furnished to the Contracting Officer promptly after task order award. Any such agreement(s) shall prescribe the scope of authorized use or disclosure and other terms and conditions to be agreed upon between the parties. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement of from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization as long as it remains proprietary.

13.0 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 to this task order that may be issued by the Treasury pursuant to Section 108(b) of the Emergency Stabilization Act of 2008 (EESA).

(b) Prior to the execution of this task order, the Contractor shall prepare a detailed written explanation of all actual conflicts, potential conflicts, or matters that may present the appearance of a conflict under the FAR or 31 C.F.R. Part 31, and shall describe all steps the Contractor will undertake to avoid or mitigate such conflicts. The Contractor's disclosure submission shall include the information specified in 31 C.F.R. § 31.211(b)(1) – (b)(6), including:

1. A description of the Contractor's relationship to any subcontractors and consultants hired to perform services under any Task Order resulting from this Request in support of the Troubled Asset Relief Program (TARP).
2. A description of any relationship of the Contractor's, any proposed subcontractor's or proposed consultant's relationship to any related entities. For purposes of this

provision, "related entities" shall have the same meaning as set forth in 31 CFR 31.201.

3. Information concerning all other business or financial interests of the Contractor and its related entities, which could conflict with the Contractor's obligations under this task order. Such information shall include a description of all current and contemplated matters the Contractor is involved in or plans to undertake, either on its own behalf or for a client, where the subject or work product of the engagement touches or will touch TARP directly (e.g. because work is performed for TARP participants or the work impacts the administration of a TARP program) or indirectly (e.g. because the work product from any resultant contract is or is likely to become part of a TARP program).
4. Information concerning all other business or financial interests of any of the Contractor's proposed subcontractor(s) and consultant(s), and those of any of such proposed subcontractor(s) or consultant(s) related entities, which could conflict with the Contractor's obligations under any Task Order resulting from this Request.
5. A description of all organizational conflicts of interest and potential conflicts of interest of the Contractor, any proposed subcontractor, or any proposed consultant, addressing each conflict or category of conflicts separately in a detailed manner (e.g. by practice type, client industry segment, etc.), and clarify whether each such conflict or conflict category is actual, potential, or apparent.
6. If the Contractor believes neither it nor its proposed subcontractors or consultants have any conflicts of interest, provide an explanation of what such belief is based upon.
7. Mitigation steps taken to mitigate all organizational conflicts of interest of the Contractor, its proposed subcontractors, and proposed consultants. The Contractor shall include specific mitigation control procedures for each conflict or conflict category identified and shall not cite to external documents (e.g. codes of conduct, ethics policies, etc.) unless the relevant text from those documents are excerpted.
8. An organizational conflict-related information certification in accordance with 31 CFR 31.211(d). Within the certification, the statement that the information provided is "complete and accurate in all material respects" means to the best of the Contractor's knowledge at the time of proposal submission, and within the space restrictions imposed by Treasury.
9. A personal certification in accordance with 31 C.F.R. § 31.212.
10. A communications with Treasury certification in accordance with 31 C.F.R. § 31.216.

(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 perform any work for any party other than the United States in any matter that is the subject of or related to this task order during the term of the task order; (2) not perform any work for Fannie Mae during the term of the task order; (3) have all professional staff assigned to work under this contract sign a non-disclosure agreement and receive conflicts training in consultation with the EESA Compliance office; and (4) have all professional staff assigned to work under this contract receive an exit consultation at the time of off boarding.

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

(g) 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 (31 C.F.R. Part 31) – the Contractor and the Treasury will negotiate in good faith to include appropriate steps to address those additional regulations or guidelines.

14.0 TASK ORDER ATTACHMENTS

The following are attached and part of this task order:

- Attachment 1 – Statement of Work for a Third-Party Review of cost and data validation services related to HAMP Financial Agents; and
- Attachment 2 - The Contractor's proposal for this task order dated 25 October 2010.