

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM
OFFEROR TO COMPLETE BLOCKS 12, 17, 22, 24, & 30

1. REQUESTION NUMBER: [] PAGE OF: 1 32
 2. CONTRACT NO: WFS-09-B-0002
 3. AWARD EFFECTIVE DATE: []
 4. ORDER NUMBER: []
 5. SOLICITATION NUMBER: []
 6. SOLICITATION ISSUE DATE: []

7. FOR SOLICITATION INFORMATION CALL: []
 8. NAME: NICHOLAS OLSON
 9. TELEPHONE NUMBER (480 collect call): 202-622-9639
 10. OFFER DUE DATE/LOCAL TIME: []

11. ISSUED BY: [] CODE: TDP
 DEPARTMENT OF THE TREASURY
 PROCUREMENT SERVICES DIVISIONS
 1500 PENNSYLVANIA AVENUE, NW
 MAIL STOP: 1425 NEW YORK AVE, NW
 SUITE 2100
 WASHINGTON DC 20220
 12. THIS ACQUISITION IS:
 UNRESTRICTED OR SET ASIDE
 FOR SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS SOLE SOURCE
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAJ
 NAICS: 541211
 BAE STANDARD: \$8.50

13. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE
 14. DISCOUNT TERMS: []
 15. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700)
 16. RATING: []
 17. METHOD OF SOLICITATION: RFQ [] IFB [] RFP []

18. DELIVER TO: [] CODE: []
 As Indicated On Each Call
 19. ADMINISTERED BY: [] CODE: TDP
 DEPARTMENT OF THE TREASURY
 PROCUREMENT SERVICES DIVISION
 1500 PENNSYLVANIA AVE, NW
 MAIL STOP: 1425 NEW YORK AVE, NW
 SUITE 2100
 WASHINGTON DC 20220

20. CONTRACTOR OFFEROR: [] CODE: 017035762 FACILITY CODE: []
 PRICEWATERHOUSECOOPERS LLP-1
 1900 TYSON BLVD 9TH FL
 MC LEAN VA 22102-4257
 21. PAYMENT WILL BE MADE BY: [] CODE: OFS PAYMENT
 As Indicated On Each Call

17d. 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 * - 2 ADDENDUM

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-10F-0466N See attached				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

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 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 CONTRACTOR: [Redacted]
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): [Signature]

30b. NAME AND TITLE OF SIGNER (Type or print): [Redacted]
 30c. DATE SIGNED: 9/10/2009
 31b. NAME OF CONTRACTING OFFICER (Type or print): PATRICK BREEN
 31c. DATE SIGNED: 9-11-09

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

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED 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 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37 CHECK NUMBER
PARTIAL FINAL COMPLETE PARTIAL FINAL

38 S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40 PAID BY

41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECEIVED BY (Print)
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b RECEIVED AT (Location)
42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

TOFS-09-B-0002

**PIIP Compliance and Oversight Services
in Support of the Office of Financial Stability (OFS)
for the Department of the Treasury**

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SECTION I:**STATEMENT OF WORK****PIIP Compliance and Oversight Services
in Support of the Office of Financial Stability (OFS)
for the Department of the Treasury****1.0 BACKGROUND**

The United States Department of the Treasury (UST or Treasury) Office of Financial Stability (OFS) requires forensic analysis for the Legacy Securities Public-Private Investment Program (PIIP or Program) fund managers and technical assistance on certain aspects of compliance with their obligations under ethical standards and conflict of interest rules.

2.0 SCOPE

The independent contractor would aid OFS by testing the Public-Private Investment Funds' (PIIFs') compliance with certain material aspects of Program rules as well as identifying fraud and potentially fraudulent behavior. The contractor will be required to perform analytics to look for patterns of behavior which may indicate system "gaming" and to check for the PIIFs' compliance with their allocation policy requirements. Specifically, the contractor would be required to perform analytics on a monthly basis on data provided by the nine fund managers, with much of the data provided to the contractor on a daily basis. The findings of such analytics will be provided to OFS in a report submitted on a monthly or ad hoc basis, as detailed below, with the expectation that such reports may be required more frequently in the future. The contractor would perform these duties with respect to trades of non-agency residential mortgage-backed securities and commercial-backed securities previously AAA rated and issued prior to 2009 ("Eligible Assets"). The contractor would review reports from PIIFs pursuant to the UST's master list (Watchlist), consisting of all Eligible Assets held by PIIP fund managers and their affiliates in non-PIIP funds to ensure that allocation decisions were made consistently with the PIIFs allocation policies and obligations under ethical standards and conflicts of interest rules imposed by Treasury. The contractor may also be asked to review reports from independent auditors of the PIIF and conduct ad hoc reviews of data as needed. Additionally, the contractor might be asked to consult on the PIIF's compliance issues that arise as a result of external reviews of its control environment with respect to Know Your Customer, Office of Foreign Asset Control, Anti-Money Laundering and similar relevant federal securities client screening laws, and to test each PIIF's compliance with the requirement that internal controls are robust and independently reviewed.

The Contractor shall provide all personnel and all non-personal, technical and administrative resources necessary to support the Program mission.

3.0 ACRONYMS AND TERMINOLOGY

BPA or the/this Contract: Blanket Purchase Agreement

PPIP or Program: Public-Private Investment Program

PPIF: Public-Private Investment Fund

Eligible Assets: Non-agency residential mortgage-backed securities and commercial-backed securities

UST or Treasury: United States Department of the Treasury

OFS: Office of Financial Stability

Watchlist: Master list consisting of the CUSIPs of all Eligible Assets, used by each fund manager to provide information on every Eligible Asset each owns in the PPIF, any non-PPIF fund, and affiliates' funds

4.0 **TASKS**

The Contractor shall perform the tasks identified and described in all of the following subsections. In addition, the contractor will need to interface with our agent which is providing custodial and valuation services to obtain monthly Watchlist data. Please note that our custodian will be receiving Watchlist data from the fund managers and will remove references to the names of the individual fund managers using codes in order to mask fund manager identity. This is an added control to ensure the Contractor is not influenced by entity identity while processing the data. The Contractor shall be responsible for providing the required reports on an ad hoc or monthly basis, with the understanding that analytics and reporting may be necessary on a more frequent basis. The Contractor shall be responsible for providing all of the software and equipment incidental to performing the analysis required. OFS's core operational hours are from 6:00 a.m. to 6:00 p.m., Monday through Friday. In all cases, the costs for appropriate training and certifications necessary to remain current shall be borne by the Contractor.

4.1 **Asset Management Compliance:**

4.1.1 Contractor shall determine compliance with trade allocation policy requiring each fund manager to allocate trade opportunities in Eligible Assets in a pro rata or similarly equitable manner between their PPIF and their non-PPIF funds which manage Eligible Assets.

4.1.1.1 Contractor shall review allocation policies of individual PPIFs against allocation decisions made by each PPIF in purchasing Eligible Assets and ensure those allocation decisions were made in accordance with PPIF policy.

4.1.1.2 Contractor shall generate exception report for any allocation decisions which were not made in accord with policy.

- 4.1.2 Contractor shall use position-level data to determine reasonability of valuations for Eligible Asset CUSIPs which are held in both a PPIF and a Non-PPIF managed by the fund manager, taking the valuation assigned to the PPIF Eligible Asset CUSIPs assigned by the valuation agent, and comparing these values to the values at which the same CUSIPs are being held, if any, in the non-PPIF funds.
- 4.1.3 Using trade-level data, contractor shall screen for non-compliant or potentially illegal transactions performed by the individual PPIFs
 - 4.1.3.1 Contractor shall screen trades in the PPIFs for system “gaming” (*i.e.*, taking actions that disfavor Treasury as an investor in the PPIF) in violation of ethical standards and conflicts rules. This will include the following tasks:
 - 4.1.3.1.1 Contractor shall check all PPIF trading to look for asset “flipping” (*i.e.*, selling same security within 24 hours of purchase).
 - 4.1.3.1.2 Contractor shall check for proprietary front-running, including by examining orders and trade executions to ensure that PPIFs and non-PPIF affiliates have not executed trades for their proprietary interests and/or other clients before Treasury at rates less favorable to Treasury.
 - 4.1.3.1.3 Contractor shall check for asset crossing between PPIFs, including by reviewing the securities traded between individual PPIFs to look for the same securities traveling between the PPIFs.
 - 4.1.3.1.4 Contractor shall check for asset “roundtripping” (*i.e.*, passing assets from a PPIF to an affiliate or other PPIF and then taking them back into the PPIF through collusion in a short manner), including by reviewing the securities traded between individual PPIFs and their non-PPIF affiliate funds to look for the same securities traveling between the PPIF and its non-PPIF affiliates, and for compliance with non-eligible counterparty trading restrictions.

4.2 Review Management Consulting:

- 4.2.1 At the request of UST, Contractor may potentially provide ad hoc technical advice on any matters requiring attention and/or material weaknesses coming out of regular external reviews performed on the PPIF, including on the following matters:
 - 4.2.1.1 Investment Advisors Act of 1940
 - 4.2.1.2 Compliance with valuation methodology obligations
 - 4.2.1.3 Compliance with PPIF investment strategy

- 4.3 Reporting:
 4.3.1 Contractor shall prepare reports detailing the findings from the above-described tasks as detailed below in the section entitled “Deliverables.”

5.0 DELIVERABLES

5.1.1 The contractor shall deliver, on a monthly or ad hoc basis, such reports including, but not limited to:

5.1.1.1 Monthly Contract Status report;

5.1.1.1.1 These reports shall detail whether the contractor is meeting the deadlines and targets set for deliverables under the contract.

5.1.1.2 Monthly Asset Manager Compliance report

5.1.1.2.1 These reports shall provide some assurance as to whether data analyzed has identified any non-compliant transactions or patterns of trading, etc., at the fund managers that may indicate non-compliant or potentially illegal trading.

5.1.1.3 Ad Hoc Reports

5.1.1.3.1 These reports shall be performed on an as-needed basis, and their contents will be described on a going-forward basis.

5.1.1.4 Performance Requirements

5.1.1.4.1 Performance Requirements shall be completed and submitted in accordance with Paragraph 6.0 below.

6.0 MEASURING PERFORMANCE

Performance Requirements describe the Government’s acceptable outcome. Since the contractor’s performance will be measured against these requirements, please contemplate your preferred Performance Requirements and take each into consideration throughout your submittal.

6.1 General: The Performance Requirements Summary (PRS) Table identifies the Performance Objective (Tasks), Performance Standard, Maximum Allowable Degree of Deviation from Requirement (AQL), and Method of Surveillance. The Contractor’s performance of each requirement shall be evaluated on the basis of a number of performance elements such as Completeness, Quality of Work, Timeliness of Deliverables, and Quality Control.

6.2 Submission of Performance Requirements: Within thirty (30) days of award of the Blanket Purchase Agreement, the contractor shall submit a Performance

Requirements Summary (PRS) Table. UST OFS will work with the contractor to establish Performance Requirements that are acceptable to both parties if the contractor's proposed PRS Table is unacceptable as submitted. Any existing Task Orders will be modified to include the resulting Performance Requirements.

7.0 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.

8.0 PERIOD OF PERFORMANCE.

The ordering period for the BPA to be issued will include one-12-month base period and four 12-month option periods.

9.0 DATA INTEGRITY

Source Selection, competition sensitive, contractor proprietary, Privacy Act, and For Official Use Only (FOUO) information reside on systems used, accessed, or in the immediate work area of OFS where contractor personnel may be performing. Contractor personnel shall in no way divulge this information or use this information for their gain. The Contractor shall sign the Non-Disclosure Agreement at Attachment 5 stating that all non-public information shall be kept in confidence and not shared with outside persons or organizations other than approved sources. This Non-Disclosure Agreement will be signed at the corporate level and is in addition to the Non-Disclosure Agreement required by paragraph 13.6 below. Attachment 5 was not submitted with the response to the RFQ. Attachment 5 should be completed and returned to the CO and COTR within 5 days of award of the Blanket Purchase Agreement or prior to work beginning on a task order, whichever occurs first.

10.0 GOVERNMENT FURNISHED SUPPLIES

The Government will furnish the following at no cost to the Contractor:

1. Government forms, publications and documents necessary to perform assigned duties.

11.0 OVERTIME

It is anticipated that the OFS will require the Contractor's employees to work overtime during performance of this contract. The Contractor's employees shall be required to work necessary overtime as directed by the COTR in accordance with applicable labor statutes.

The Fair Labor Standards Act does not require payment of an overtime premium for labor categories considered professional, as defined in 29 CFR, Part 541. The government will only pay an overtime premium as established in the contract's price schedule for the contracted labor categories.

The Contractor shall be compensated for COTR-directed overtime in the remaining labor categories at the regular hourly rates established in the contract's price schedule. However if, consistent with its cost accounting practices used to accumulate and report uncompensated overtime, the Contractor does not compensate its professional employees for overtime the employee has worked under the contract, the Contractor will not bill the government for that overtime worked either.

12.0 TASK ORDERS AND THE TASK ORDER PROCESS

All work to be performed under this BPA will commence with the issuance of task orders as requirements within the scope of this SOW arise. This process will commence with the submission of a request for task order proposal submitted via e-mail to the contractor by the Contracting Officer. The request will specifically identify the Treasury requirements for the project as contained in a statement of work or in a statement of objectives, identify the project deadline including a detailed project schedule if one exists, and state the date on which Treasury needs to receive a response from the contractor for this requirement. The contractor will submit a response to the Contracting Officer or the cognizant Contract Specialist by the request due date for a task order proposal. The contractor's response shall include a proposed project plan, identify any resources to be utilized, and include a detailed breakdown of pricing consistent with the rates established in Section II of the BPA. Upon submission of a proposal for the task order requirement by the contractor, the Treasury will evaluate the proposal to ensure that all Treasury requirements have been met. The Treasury may request a revised proposal. When the task order proposal has been revised to the satisfaction of the Treasury, a task order will be issued. Task orders will be in writing and will be issued by the Contracting Officer.

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

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

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

13.0 OTHER TERMS AND CONDITIONS

13.1 Key Personnel

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

13.2 Cooperating with Other Organizations

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

13.3 Labor Rates

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

13.4 Non-Disclosure Agreement

The Contractor recognizes that, in performing task orders issued under this BPA, the Contractor may obtain access to non-public information that is confidential or proprietary in nature. Except as permitted by this BPA, the Contractor agrees that it, its employees, its subcontractors, and its subcontractors' 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 any task order for any purpose other than to perform work under the BPA without first receiving written permission from the Contracting Officer. The Contractor shall secure information received from or prepared or gathered for the Treasury under this BPA 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 BPA 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 BPA and then annually thereafter. A sample of this agreement is included as Attachment 3 to this BPA.

13.5 Conflicts of Interest

(a) The Treasury HAS NOT WAIVED any potential conflicts of interest as defined by the Federal Acquisition Regulation (FAR) or 31 CFR 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 (EESA).

(b) Prior to the execution of this BPA and the issuance of any revision to the BPA or any task order’s statement of work, 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 the information specified in 31 C.F.R. § 31.211(b)(1) – (b)(6), including:

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, which could conflict with the Contractor’s obligations under the 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 certification that the information provided to the Treasury in response to the above items is complete and accurate in all material respects. Only after receiving this information will the Treasury determine whether organizational conflicts of interest prevent the Contractor from consulting for the Treasury in that 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 represent and/or advise any party other than the United States in any matter that is the subject of a task order during the term of the contract and after the end of the contract; (2) not represent and/or advise any other parties with respect to matters directly related to, or matters that may have a direct effect on, a specific transaction that is the subject of a task order during the term of the contract; and (3) have all professional staff assigned to work under this contract receive conflicts training in consultation with the EESA Compliance Office. It is, however, understood that the Contractor may represent clients who seek to engage in a transaction with the Treasury under other programs in support of the EESA. Further, the Contractor shall enter into and enforce agreements with all professional staff assigned to work under this contract or task order prohibiting such professional staff from representing and/or advising any other party regarding a specific matter that is the subject of a task order under this contract during the term of this contract and for six months thereafter.

(f) No later than 10 business days after the effective date of the contract, or any new task order under the contract or any revision to this contract's 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.

(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 of 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:
 - (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.
- (h) The Contractor shall include this clause in all subcontracts, consultant agreements, and lower tier subcontracts entered into after the date hereof unless a waiver is requested from, and granted by, the CO.

13.6 Public-Release BPA Version Requirement

The contractor agrees to submit, within ten business (10) days from the date the BPA is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed BPA 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 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 contract 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 BPA may be properly withheld.

13.7 Travel and Per Diem

- a) Travel expenses shall only be applicable to orders performed on a Labor Hours basis. All task orders issued on a Firm Fixed Price basis shall include travel.
- b) For Labor Hour task orders, any authorized non-local travel will be reimbursed in accordance with the provisions of the Federal Travel Regulations. The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov/ftt. All travel must be approved in writing by the COTR or Contracting Officer prior to the occurrence of the travel.
- c) As a general rule, local travel will not be reimbursed under this BPA. Examples of local travel which will not be subject to reimbursement are: travel to and from normal job site; supervisory personnel traveling to a Government site or alternative facility to oversee operations. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal job site.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

The contractor shall furnish all resources, management, supervision, and services (except for Government furnished items) necessary to perform and provide work in accordance with Section I of the Blanket Purchase Agreement and individual task orders.

The ceiling hourly rates identified in the Labor Rate Table below are inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit, and are applicable for the BPA period of performance referenced in each column heading.

Labor Rate Table

Labor Category	Base Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
Partner					
Director					
Senior Manager					
Associate/Manager					
Staff					

SECTION III:

BLANKET PURCHASE AGREEMENT (BPA) ADMINISTRATION TERMS AND CONDITIONS

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

1.1 Contracting Officer

- a. The Contracting Officer for this BPA is:

Patrick Breen
Procurement Services Division
U.S. Department of the Treasury
799 9th Street N.W., Room 616C
WASHINGTON, DC 20001
Phone Number: 202-622-0248

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer and may not be delegated. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

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

- (a) The Contracting Officer's Technical Representative is:

Laura Hunsberger
U.S. Department of Treasury
Office of Financial Stability
1500 Pennsylvania Avenue N.W.
Washington, DC 20220
202-927-9420
Laura.Hunsberger@do.treas.gov

- (b) Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or

locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

- (c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:
 - (1) constitutes a change of assignment or additional work outside the specification(s);
 - (2) constitutes a change as defined in the clause entitled "Changes";
 - (3) 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 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 contract shall be subject to the terms of the clause entitled "Disputes."

1.3 Contractor Project Manager

- a. The Contractor's designated Project Manager for this BPA is:

Name: [REDACTED]
Office No: [REDACTED]
Fax No: [REDACTED]
E-Mail Address: [REDACTED]

- b. The Contractor shall provide a Project Manager for this BPA who 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.

2.0 Period Of Performance

The contract period of performance will be one (1) year from date of award with four (4) option periods, each lasting up to one (1) year. The Treasury, at its sole discretion, may exercise the option periods.

3.0 Payment Schedule

As applicable, a payment schedule will be specified in each task order.

4.0 Deliveries Or Period Of Performance

- (a) Each task order shall specify the period of performance.
- (b) All deliverables required under each task order shall be shipped F.O.B Destination to the Government address identified in each task order.
- (c) A copy of the transmittal letter forwarding the deliverable(s) to the specified destination(s) shall be directed to the Contracting Officer at the address in Section III, Paragraph 1.1, above.

5.0 Invoices

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

Department of the Treasury
Office of Financial Management
1500 Pennsylvania Avenue, NW
Metropolitan Square Building
6th Floor
Washington, D.C. 20228-0001
- (b) A copy of the invoice shall also be submitted to the COTR and Contracting Officer simultaneously.
- (c) Submission of proper invoices shall be rendered on a percentage complete basis in an amount equal to the value of the work performed.

- (d) Each invoice submitted shall be supported by appropriate documentation as follows:
- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include —
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (ii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (e) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

6.0 Key Personnel

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

Name: [REDACTED] (Contractor Project Manager)
Office No: [REDACTED]
Fax No: [REDACTED]
E-Mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED]
Fax No: [REDACTED]
E-Mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED]
Fax No: [REDACTED]
E-Mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED]
Fax No: [REDACTED]
E-Mail Address: [REDACTED]

7.0 Reassignment And Replacement Of Contractor Personnel

- (a) The Government reserves the right to request that the Contractor reassign Contractor employees whose continued use under any Task Order issued under this BPA is deemed contrary to the best interests of the Government. The Contracting Officer will give notice of such reassignment in writing.
- (b) In the event the Contractor finds it necessary to replace any of the assigned non-key personnel during the performance of a Task Order, the Contracting Officer and Contracting Officer's Technical Representative shall be notified in writing. In cases of Contractor initiated reassignment of non-key personnel, notice shall be provided at least five (5) calendar days prior to reassignment. Replacement personnel shall meet or exceed the relevant qualifications of the originally assigned non-key personnel. This notice shall also include the resume(s) of the proposed replacement personnel. All replacement non-key personnel are subject to the prior written approval of Treasury.

8.0 Contractor's Proposal

The contractor's quotation dated September 1, 2009 is 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
INITIAL CERTIFICATION FORMAT
ORGANIZATIONAL CONFLICTS OF INTEREST [31 C.F.R. § 31.211]**

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] (“Contractor”), and I certify that the information provided by the Contractor to the Treasury on [Date] regarding organizational conflicts of interest in accordance with 31 C.F.R. §31.211 is complete and accurate in all material respects. In accordance with 31 C.F.R. § 31.211, prior to the award of a relevant contract the Contractor is required to provide Treasury with sufficient information to evaluate any organizational conflicts of interests, which information shall include:

1. The Contractor’s, any proposed 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, any proposed subcontractor or consultant, or any related entity of the Contractor or its proposed subcontractors or consultants, if the contract relates to the acquisition, valuation, disposition, or management of troubled assets;
3. Information concerning all other business or financial interests of the Contractor, its proposed subcontractors or consultants, or the related entities of the Contractor or its proposed subcontractors or consultants, which could conflict with the Contractor’s obligations under the 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 certification that the information provided to the Treasury in response to the above items is complete and accurate in all material respects.

The Contractor understands and agrees to comply with its obligation to:

- During the term of any resultant contract and pursuant to 31 C.F.R. § 31.211(f), continually search for any potential organizational conflict of interest and report any potential organizational conflict of interest to the TARP Chief Compliance Officer within five (5) business days after learning of such potential organizational conflict;
- Retain the information needed to comply with 31 C.F.R. § 31.211 and to support the certifications required by 31 C.F.R. § 31.211 during the term of any resultant contract and for three (3) years following termination or expiration of the such contract, and make such information available to Treasury upon Treasury’s request pursuant to 31 C.F.R. § 31.211(h); and.
- Maintain a compliance program designed to detect and prevent violations of federal securities laws and organizational conflicts of interest, if the contract is for the acquisition, valuation, management, or disposition of troubled assets.

I confirm, on behalf of the Contractor, that the Contractor will make information supporting this Certification available to Treasury upon request.

[Name of Contractor]

By:

[Provide signature, name, and title of Authorized Officer of the Contractor]

Date:

**ATTACHMENT 2
INITIAL CERTIFICATION FORMAT
COMMUNICATIONS WITH TREASURY EMPLOYEES [31 C.F.R. § 31.216]**

“I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] (“Contractor”). The Contractor has obtained certifications regarding 31 C.F.R. § 31.216 from each proposed subcontractor or consultant and each officer, employee, and representative of the Contractor or any proposed subcontractor or consultant who participated personally and substantially in preparing and submitting the proposal.

In accordance with 31 C.F.R. § 31.216(a), during the course of any process for selecting the awardee of an applicable government procurement (at the contract or task order level), the Contractor, its proposed subcontractors and consultants, and the representatives of the Contractor and its proposed subcontractors and consultants shall not:

- directly or indirectly make any offer or promise of future employment or business opportunity to, or engage directly or indirectly in any discussion of future employment or business opportunity with, any Treasury employee with personal or direct responsibility for that procurement;
- offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other thing of value to any Treasury employee, except as permitted by Government-Wide Ethics Rules, 5 C.F.R. Part 2635; or
- solicit or obtain from any Treasury employee, directly or indirectly, any information that is not public and was prepared for use by Treasury for the purpose of evaluating an offer, quotation, or response to enter into an arrangement.

Based on the Contractor’s reasonable knowledge and review of the aforementioned certifications, the Contractor certifies that:

1. The Contractor, along with each proposed subcontractor 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 Contractor, along with each proposed subcontractor 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. Each aforementioned officer, employee and representative has no information concerning a violation or possible violation of 31 C.F.R. § 31.216(a); and
4. Each aforementioned officer, employee, and representative will comply with the requirements of 31 C.F.R. § 31.216(a) and will report immediately to the Contractor 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, on behalf of the Contractor, that the Contractor will make information supporting this Certification available to Treasury upon request.

[Name of Contractor]

By: [Provide signature, name, and title of authorized officer of the Contractor]

Date:

ATTACHMENT 3
NON-DISCLOSURE AGREEMENT
Conditional Access to Nonpublic Information

I, _____, employee of _____ [Insert legal name of the Contractor/Subcontractor in the blank] hereby consent to the terms of Contract Number _____ [Insert actual contract number in the blank] (“Contract”) between the U.S. Department of the Treasury (“Treasury”) and _____ [Insert Contractor’s Legal Name in the blank] (“Contractor”) in consideration of my being granted conditional access to certain United States Government nonpublic information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to nonpublic information, the Contractor **[and subcontractor, as appropriate and applicable]** and the Treasury have placed special confidence and trust in me, and I am obligated to protect this information from unauthorized disclosure, according to the terms of the Contract.
2. Nonpublic information refers to any information, provided to me by the Treasury or Contractor **[or subcontractor, as appropriate and applicable]** in connection with my authorized services to the Treasury, or that I obtain or develop in providing authorized services to the Treasury, other than information designated as publicly available by the Treasury in writing or that becomes publicly available from a source other than the Contractor **[or subcontractor, as appropriate and applicable]**. Nonpublic information includes but is not limited to information about the Treasury’s business, economic, and policy plans, financial information, trade secrets, information subject to the Privacy Act, personally identifiable information (PII) , and sensitive but unclassified (SBU) information.
3. PII includes, but is not limited to, information pertaining to an individual’s education, bank accounts, financial transactions, medical history and other information which can be used to distinguish or trace an individual’s identity, including but not limited to social security numbers.
4. SBU information is any information where 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 of individuals that they are entitled to under the Privacy Act and other Federal statutes.
5. I am being granted conditional access to nonpublic information, contingent upon my execution of this Agreement, to provide authorized services to the Treasury.
6. I agree to comply with the requirements of 31 C.F.R. § 31.217(b), and except as set forth in paragraph 14 below, I shall never divulge any nonpublic information provided to me pursuant to this Agreement to any third party, unless I have been advised in writing by the Contractor **[and/or subcontractor, as appropriate and applicable]** and/or the Treasury that such party is authorized to receive it.

7. I will submit to the Treasury for security review, prior to any submission for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtain during the course of my work in connection with the Treasury. I hereby assign to the Federal Government all rights, royalties, remunerations and emoluments that have resulted or will result or may result from any disclosure, publication, or revelation of nonpublic information not consistent with the terms of this Agreement.
 8. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of nonpublic information could compromise the security of individuals, the Contractor **[and subcontractor as appropriate and applicable]** and the Treasury.
 9. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to nonpublic information. Further, violation of the terms and conditions of this Agreement may result in the Contractor **[and/or subcontractor, as appropriate and applicable]** and/or the United States taking administrative, civil or any other appropriate relief.
 10. I understand that the willful disclosure of information to which I have agreed herein not to divulge may also constitute a criminal offense.
 11. Unless I am provided a written release by the Treasury 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 _____ **[Insert actual contract number in the blank]**, and at all times thereafter.
 12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
 13. I understand that the Treasury 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.
 14. I understand that if I am under U.S. Congressional or judicial subpoena, I may be required by law to release information, and that pursuant to 31 CFR § 31.217(b)(1), I shall provide prior notice to Treasury of any such disclosure or release.
- I make this Agreement in good faith, without mental reservation or purpose of evasion.

**ATTACHMENT 4
CONTRACT 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/Task Order Number

Enter Contract Number (Enter each Task order as a separate entry)

Period of Performance (excluding options)

Enter Date from - to

Reporting Period Update

Contract cost summary

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 Order completion: Enter value

Are there any issues completing the contract within the schedule with available funds and?

YES/NO

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

Performance & Deliverables

Describe key transaction during this reporting period.

Enter text

List deliverables produced during this reporting period.

Enter text

Describe significant accomplishments during this reporting period.

Click to enter text

Describe significant challenges during this reporting period.

Enter text

Contract Status Report (Continued)

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.

**ATTACHMENT 5
CORPORATE NON-DISCLOSURE AGREEMENT**

**(Project or Contract Name/Number)
Conditional Access to Sensitive but Unclassified Information
Non-disclosure Agreement**

I, _____, on behalf of _____, (company) 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. My company understands and agrees 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 my company and we are 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. My company is being granted conditional access contingent upon my execution of this Agreement for the sole purpose of PPIP Compliance and Oversight Services. This approval will permit the 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. My company 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. My company 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 on PPIP Compliance and Oversight Services in order for the Treasury Department to ensure that no sensitive but unclassified information is disclosed.

5. My company hereby assigns 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 my company is 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. My company 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 my company wishes 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 my company does not wish a review of any notes made, those notes will remain in secure storage at the Treasury Department.

7. If my company violates 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 my company violates the terms and conditions of this Agreement, such violation may result in the cancellation of our conditional access to sensitive but unclassified information. This may serve as a basis for denying the company conditional access to Treasury Department information, both classified and sensitive but unclassified information in the future. If my company violates 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 my company is 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 (name of project/contract), 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. My company understands 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 my company 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 my company has 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
(or name of DO/bureau)

Date