

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 26				1. REQUISITION NUMBER SIGTARP-09-01		PAGE OF 1 26	
2. CONTRACT NO. GS-10F-03475		3. AWARD EFFECTIVE DATE		4. ORDER NUMBER TFD-TGT-09-K-00052		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME b6		9. TELEPHONE NUMBER (No collect calls)		10. OFFER DUE DATE/LOCAL TIME	
8. ISSUED BY Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: b6 Parkersburg Wv 26101				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD: \$ 7M			
11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/30 PROMPT PAY		13. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13a.		13b. RATING	
15. DELIVER TO CODE SIGTARP Department of Treasury Attention Neil Barofsky e-mail: Neil.Barofsky@do.treas.gov Washington DC				16. ADMINISTERED BY CODE BPD Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Parkersburg WV 26101			
17a. CONTRACTOR/OFFEROR CODE 606893902 DELOITTE FINANCIAL ADVISORY SVC LLP 12010 SUNSET HILLS ROAD SUITE 500 RESTON VA 20190-5856		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE ARC/ASD/TGT ARC/ASD/TGT ARC/ASD/TGT, AVERY 3G PO BOX 1328 TGT@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		18b. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFS <input type="checkbox"/> RFP	
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO.				20. SCHEDULE OF SUPPLIES/SERVICES			
				21. QUANTITY			
				22. UNIT			
				23. UNIT PRICE			
				24. AMOUNT			
This is a Fixed Hourly Rate / Labor Hour Task Order awarded under the GSA MOBIS contract for assistance to SIGTARP in the collection and analysis of data relating to the Troubled Assets Relief Program (TARP) and the development of SIGTARP's reports to Congress (consisting of an Initial Report due on February 6, 2009, and reports on a calendar quarterly basis thereafter (collectively, the Reports or QR), as required by SIGTARP's founding legislation. (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See schedule						25. TOTAL AWARD AMOUNT (For Govt. Use Only) NTE \$4,139,419.20	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-5 AND 52.212-6 ARE ATTACHED. ADDENDUM ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 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.				<input type="checkbox"/> 29. AWARD OF CONTRACT REF. OFF 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) Andrew Harris, Principal		30c. DATE SIGNED 1/5/2009		31b. NAME OF CONTRACTING OFFICER (Type or print) TAMMIE S. JOHNSON		31c. DATE SIGNED 01/02/2009	

18. ITEM NO.	25. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>CONTRACTOR Deloitte Financial Advisory Services GS-10F-0347S GSA Contract Expires 7/26/2011 Contract Manager: [REDACTED] b4/b6 Phone: [REDACTED] E-mail: [REDACTED]</p> <p>Government COTR: [REDACTED] b6 phone: [REDACTED] e-mail: [REDACTED]</p> <p>The contractors revised proposal dated December 30,2008 in incorporated by reference. Period of Performance: 01/02/2009 to 01/01/2011</p> <p>Base Year Labor Categories and Rate</p> <p>[REDACTED] b4</p>				0.00
0002	<p>Option Year 1, Labor Categories and Rate Continued ...</p>				0.00

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

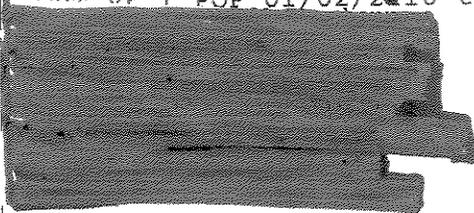
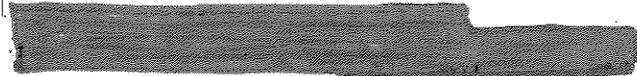
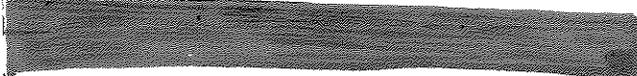
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	41c. DATE	42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0347S/TPD-TGT-09-K-00052

PAGE OF
3 26

NAME OF OFFEROR OR CONTRACTOR
DELOITTE FINANCIAL ADVISORY SVC LLP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	COST yr 1 POP 01/02/2010 to 01/01/2011   		b4		

SUPPLEMENTAL GSA CLAUSES

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2008)

In accordance with 52.212-4 section (g) *Invoice*: Invoices shall be submitted electronically. Protected Microsoft Excel files are the preferred format; however, Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are also acceptable. **E-mail document to TGT@BPD.TREAS.GOV**

In accordance with 52.212-4 section (i) *Overpayments*: Accounts Receivable Conversion of Check Payments to EFT; If you send us a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means we will copy your check and use the account information on it to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will be shown on your regular account statement.

You will not receive your original check back. We will destroy your original check, but we will keep the copy of it. If the EFT cannot be processed for technical reasons, you authorize us to process the copy in place of your original check.

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 60 days.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

**1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)
DESIGNATION AND AUTHORITY (MAR 2002)**

(a) The Contracting Officer's Technical Representative [REDACTED] may be reached at [REDACTED]

b6

(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)/work statement;
- (2) constitutes a change as defined in the clause entitled "Changes";
- (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) interferes with the contractor's right to perform under the terms and conditions of the contract; or
- (6) directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, 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."

PERFORMANCE EVALUATION

This contract is subject to a performance evaluation. Following the end of each contract period and at contract completion, a completed Government evaluation will be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

Each task order over \$100,000.00 is subject to a performance evaluation. Following the completion of the task order, a completed Government evaluation will be forwarded to the Contractor. If a Contractor has not been awarded a task order of \$100,000.00, a minimum of an annual performance evaluation will be completed by the Government and forwarded to the Contractor.

Performance Work Statement

Data management, information analysis, design and creation, and program management support for the SIGTARP quarterly report to Congress

1. General Information

1.1 Description of Services/Introduction: The Special Inspector General for the Troubled Asset Relief Program (SIGTARP or the Special Inspector General) is requesting the services of a qualified contractor to assist SIGTARP in the collection and analysis of data relating to the Troubled Assets Relief Program (TARP) and the development of SIGTARP's reports to Congress (consisting of an Initial Report due on February 6, 2009, and reports on a calendar quarterly basis thereafter (collectively, the Reports or QR)), as required by SIGTARP's founding legislation.

1.2 Definitions and Acronyms:

Best Effort – That effort expended by the contractor to perform within the awarded ceiling price all work and all other obligations under this contract. This effort includes providing required qualified personnel, properly supervised, and following industry accepted methodologies and other practices. The effort is further characterized by operating at all times with the government's best interest in mind, using efficient and effective methods, and demonstrating sound cost control. The effort must be identical to the effort that would be expended if this were a firm-fixed priced task order and the contractors' profits were dependent upon reducing costs while meeting the Government's requirements in of terms and quality and schedule. Failure to provide this required effort may result in the withholding of payment of hours expended that do not qualify as best effort or a reduction in the rate per hour to reflect value of services received.

Contracting Officer's Technical Representative (COTR) – A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as technical liaison to the contractor.

Defective Service – A service output that does not meet the standard of performance associated with it in the performance work statement.

LAW – In accordance with

PMP – Performance Management Plan

PWS – Performance Work Statement

Quality Assurance Surveillance Plan (QASP) – An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

Quality Control – Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

Quality Assurance – Those actions taken by the government to meet the requirements of the PWS.

QR – Quarterly Report.

SIGTARP – Special Inspector General for Troubled Asset Relief Program.
SME – Subject Matter Experts.

- 1.3 Background: SIGTARP was created pursuant to Section 121 of the Emergency Economic Stabilization Act of 2008 (EESA). Section 121(c)(1) of EESA provides that it shall be the duty of the SIGTARP to conduct, supervise, and coordinate audits and investigations of the purchase, management, and sale of assets by the Secretary of the Treasury under any program established by the Secretary under Section 101 of EESA (dealing with the purchase and sale of troubled assets), and the management by the Secretary of any program established under Section 102 of EESA (dealing with the insurance of troubled assets), including collecting and summarizing the following information:
- (A) A description of the categories of troubled assets purchased or otherwise procured by the Secretary.
 - (B) A listing of the troubled assets purchased in each such category described under subparagraph (A).
 - (C) An explanation of the reasons the Secretary deemed it necessary to purchase each such troubled asset.
 - (D) A listing of each financial institution that such troubled assets were purchased from.
 - (E) A listing of and detailed biographical information on each person or entity hired to manage such troubled assets.
 - (F) A current estimate of the total amount of troubled assets purchased pursuant to any program established under section 101, the amount of troubled assets on the books of the Treasury, the amount of troubled assets sold, and the profit and loss incurred on each sale or disposition of each such troubled asset.
 - (G) A listing of the insurance contracts issued under section 102.

Pursuant to EESA, no later than 60 days after the confirmation of the Special Inspector General (which confirmation occurred on December 8, 2008) and every calendar quarter thereafter, the Special Inspector General must submit to the appropriate committees of Congress a report summarizing the activities of the Special Inspector General during the 120-day period ending on the date of such report. Each report shall include, for the period covered by such report, a detailed statement of all purchases, obligations, expenditures, and revenues associated with any program established by the Secretary of the Treasury under sections 101 and 102, as well as the information collected under Section (c)(1) of EESA listed above.

The initial implementation of the TARP program has been focused on an equity purchase program to purchase equity in a broad array of financial institutions and certain transactions with specific distressed companies in the financial, insurance and automotive

industries. The contractor must be prepared to provide coverage for this broad array of programmatic contexts, and any other contexts that may become part of the TARP program over time. SIGTARP expects that the Reports will, in addition to the specific reporting requirements contained in EESA, focus on such TARP implementation issues as recipients' executive compensation, avoiding potential conflicts of interest, and meeting other conditions imposed upon entities receiving Treasury funds under TARP.

SIGTARP will retain management and executive decision authority and responsibility for all reports and associated preparation.

1.4 Objectives:

1.4.1 Research. The contractor shall:

- perform research on a variety of topics related to the TARP program.
- provide SME's on related disciplines.
- provide writing and editorial support to assist the SIG.

1.4.2 Collection and Data Analysis. The contractor shall:

- understand the generation and flows of data generated from and relating to the TARP.
- transfer the raw data into meaningful formats to be consistent and immediately usable.
- track the oversight activities (audits and investigations) of other government agencies with oversight of TARP efforts/funds.
- manage the library of data that is collected by TARP.

1.4.3 Formation and Design to ensure publication of the quarterly report. The contractor shall:

- provide design with graphics support and creation support of print ready material, including conceptual design of the quarterly report to be approved by SIG.
- prepare desktop publishing files in accordance with the approved design for submission to print service for publication.
- manage the resources of the design team to ensure coverage during each stage of the QR process.
- Attend the final press review and make any necessary corrections.

1.4.4 Management Support. The Contractor shall:

- Provide program management support to integrate all aspects of this project.
- Manage the timeline of the QR to ensure that the data management and data analysis functions maintain the appropriate schedules to ensure successful deliver of the QR.

1.5 Scope

The contractor shall support SIGTARP, which has to provide Congress with a snapshot view of the TARP program. To support this reporting requirement the contractor shall provide research, data analysis, and writing support for the SIGTARP to Congress. This includes working with SIGTARP mission areas (audit, investigations, and inspections) and focus areas (Congressional

Affairs and Public Affairs) to identify and summarize SIGTARP completed work during each report period.

The Contractor shall also provide desktop publishing design and production services supporting the creation of the SIGTARP QR. To manage these tasks the contractor shall provide project management support to ensure the quality and delivery of the various products. The project management team will work closely with SIGTARP personnel to ensure that goals, objectives, and deadlines are met.

1.6 General Information

1.6.1 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS in an accurate and complete manner to the extent practical. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. As a minimum, the contractor shall develop quality control procedures that address the areas identified in Technical Exhibit I, "Performance Requirements Summary". After acceptance of the quality control plan the contractor must receive the Contracting Officer's acceptance in writing of any proposed change to his QC system.

1.6.2 Quality Assurance: The government will evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the government does to ensure that the contractor performs in accordance with the performance standards. It defines how performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Recognized Holidays: The contractor is not typically required to perform services on these days:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Inaugural Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

1.6.4 Place of Performance. It is anticipated that the work completed under this contract will be performed both at the Contractor's site and Government's site. Initially, all work (except on-site meetings) will be performed at Contractor's location. Once the SIGTARP office space is available, the Government anticipates that most of the work will be conducted at the Government's facility located at site to be determined. The site will be within 15 miles of the Main Treasury building in Washington DC. The Government anticipates that the space will be available during the third quarter of fiscal year 2009. The government will not pay travel costs to this location.

1.6.5 Contractor Personnel Security and Suitability Requirements. Performance of this contract requires contractor personnel to have a Federal government-issued personal

identification card before being allowed unsupervised access to a government facility and/or information system. The Contracting Officer's Technical Representative (COTR) will be the sponsoring official, and will make the arrangements for personal identity verification and card issuance.

At award, the Contractor will identify all contractor and subcontractor personnel who will require physical and/or logical access for performance of work under this contract. The Contractor must make their personnel available at the place and time specified by the COTR in order to initiate screening and background investigations. The following forms, or their equivalent, will be used to initiate the credentialing process:

- The designated Standard Form (fillable forms available at <http://www.opm.gov/forms/html/sf.asp>)
- OF 306 (fillable forms available at <http://www.opm.gov/forms/html/of.asp>)
- I-9 Form, Documents Utilized in Identity Proofing at <http://www.uscis.gov/files/form/i-9.pdf>
- Fingerprint Card
- Release to Obtain Credit Information
- Personal Identity Verification (PIV) card application

Contractor employees are required to give, and to authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the contractor personnel being screened or investigated in person, by telephone or in writing, and the Contractor agrees to make them available for such contact.

Alternatively, if an individual has already been credentialed by another agency, and that credential has not yet expired, further investigation may not be necessary. Provide the COTR with documentation that supports the individual's status.

During performance of the contract, the Contractor will keep the COTR apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the COTR and Issuing Office within 18 hours. Replacement will be at the contractor's expense. If reissuance of expired credentials is needed, it will be coordinated through the COTR.

At the end of contract performance, or when a contractor employee is no longer working under this contract, the Contractor will ensure that all identification cards are returned to the COTR. If the Contractor does not return all identification cards the last payment may be withheld.

Before starting work under this contract, an FBI fingerprint check will be conducted and the appropriate level background investigation will be initiated. The minimum level background investigation conducted will be a National Agency Check w/ Inquiries (NACI). This provides for the government to positively identify and make a suitability determination of the individual applying for access under this contract. If at any point during this process investigative results are unfavorably adjudicated, the individual will be denied admittance to work on the contract,

including both physical and/or logical access. If it is determined that the sensitivity of the government information that will be accessed under this contract is Critical-Sensitive in nature, then it may be required that the background investigation be completed and adjudicated prior to granting the contractor access. Upon receipt of a favorable FBI fingerprint check, an identification card will be issued and access will be granted. In the event of a disagreement between the Contractor and the Government concerning the suitability of an individual to perform work under this contract, the Government shall have the right of final determination.

This requirement must be incorporated into any subcontracts that require subcontractor personnel to have regular and routine unsupervised physical access to a Federally controlled facility for six (6) months or more, or any unsupervised logical access to a Federally controlled information system.

Physical Access: Is the ability to enter a federally owned facility or federally leased space:

- If federal space is limited to a portion of a building then HSPD-12 applies only to that portion owned or leased by the federal government
- Physical access requirements do not apply to:
 - Contractors (permanent, intermittent, temporary, or seasonal), guest researchers, and volunteers needing access for less than six (6) months

Logical Access: Ability to access federal IT systems or databases – applies to everyone regardless of how long access is required and whether within a federal facility or by remote connectivity

Additional information regarding HSPD-12 can be located by clicking one of the following links:

<http://csrc.nist.gov/piv-project>

<http://arc.publicdebt.treas.gov/files/pdf/fsbpdapplicanttrainmodfinal.pdf>

1.6.6 Security of Government-Furnished Information (GFI). Details of any safeguards that may be revealed to the contractor by the government during the course of contractor performance shall not be published or disclosed without written consent of the Contracting Officer. Information given to the contractor during the lifetime of this contract shall only be used for the purpose of carrying out the provisions of this contract. Agency information marked "For Official Use Only" or bearing other sensitive markings shall be handled in accordance with Agency information security program regulations and shall not be divulged or disclosed without Agency permission.

1.6.7 Physical Security. The contractor shall safeguard all government property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.8 Post Award/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officer's Technical Representative (COTR) and other Government personnel, as appropriate,

may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues.

1.6.9 Government Remedies. The Contracting Officer will follow FAR 52.212-4, "Contract Terms and Conditions-Commercial Items" Alternate 1 for contractor's failure to perform satisfactory services or failure to correct non-conforming services.

1.6.10 Identification of Contractor Employees. During the period of this contract, access to Department of the Treasury facilities for contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any Treasury, or Treasury Bureau facility shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the contractor to provide this corporate identification. Upon the termination of the employment of any contractor personnel working on this contract, all Government-furnished identification shall be returned to the issuing office. All on-site contractor personnel shall abide by the security regulations applicable to that site.

All contract personnel attending meetings, answering Government telephones, and working other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.6.11 Travel. If the contractor anticipates that travel will be necessary, the contractor shall submit a written request that includes the purpose of the trip, names of the personnel traveling, timeframe for travel and breakdown of the estimated costs for the travel to the COTR for review and approval. Travel shall not occur until approved by the COTR.

Travel costs will be billed and paid separately consistent with the Federal Travel Regulations. Travel will be reimbursed to the Contractor "as needed," to perform the necessary tasks associated with completion of the Deliverables of the Contract within an amount not to exceed amounts identified for the term of the Contract. The Contractor shall make every effort to obtain travel provisions in a manner that would be consistent with that of a Federal Employee adhering to the Federal Travel Regulations (FTR) with specific reference to the most economical travel, use of coach air versus first class accommodations, etc. To the extent possible, the Contractor shall request the Government Rate for hotel expenses when making travel arrangements. However, at no time is the Contractor authorized to represent him/herself as a Federal Government employee. However, the Contractor may represent him/herself as a Contractor for the Federal Government when making such requests for the Government Rate for hotel rooms and/or airline fares and similar expenses.

Reimbursement of expenses to the Contractor will follow the FTR per diem schedule for reimbursement for meals and expenses. The Contractor may invoice for miscellaneous expenses, taxi fares and any other expenses that are consistent with the FTR in effect at the time of travel. Travel vouchers submitted by the Contractor must be documented with receipts in a manner that is consistent with the FTR.

The Contractor will submit invoices for travel expenses using the format of the Federal Travel Voucher. If multiple travel vouchers are submitted for reimbursement at one time, the Contractor will appropriately summarize the individual vouchers with a summary chart listing the principal categories from the Federal Travel Voucher across the top of the summary chart and the names of the individual traveler down the stub column of the summary chart. The summary chart will be added across and down.

While the Contractor's expenses for hotel and airfare will not be restricted to amounts allowed for Government employees traveling to similar destinations, the Government does reserve the right to deny extravagant expenses. Therefore, Contractors should contact the COTR prior to incurring any unusual travel expenses. The Contracting Officer will notify the Contractor of amounts disapproved for travel vouchers, if any, at the time the travel voucher is reviewed for payment by the COTR.

2. Government-furnished property. The government will provide the facilities, equipment, materials, and/or services listed below:

2.1 Equipment. The Government plans to provide Government-furnished property such as workspace, desk, and access to copier and printers once the SIGTARP moves to its new space. The property will be outlined in the contract. The government reserves the right to provide government computers to the contractor for use on this contract, however will not provide any equipment at contract award. If government furnished equipment is required later it will be address through a modification to the contract.

2.2 Services. Government will provide access to task-related knowledgeable personnel and personnel with decision-making authority and data and incidental materials.

2.3 Utilities. All utilities in the Government-owned facility will be available for the contractor's use in performance of tasks outlined in this PWS. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

3. Contractor-Furnished Items and Services. Except for those items specifically stated to be Government-furnished in Item 2 above, the contractor shall furnish everything required to perform this PWS.

4. Specific Tasks

4.1 BASIC SERVICES. The contractor shall

4.1.1 provide data management support for the SIGTARP Reports, which requires developing and managing data that will be obtained from and relating to TARP.

- 4.1.2 track the oversight activities (Audits, Inspections and Investigations) of other Government agencies having oversight authority relating to the TARP;
- 4.1.3 manage the library of data that is collected by SIGTARP
- 4.1.4 provide information analysis support for the SIGTARP QR; including researching, preparing drafts, and investigating aspects of the TARP identified by SIGTARP
- 4.1.5 prepare for SIGTARP's Congressional Testimony and Questions for the Record (QFR) from Congress
- 4.1.6 prepare the initial drafts and edits of the analysis portions of the SIGTAPR QR
- 4.1.7 provide writing and editing support to assist the SIGTARP, mission areas (audit, investigations and inspections) and communications (Congressional Affairs and Public Affairs) in providing input to the QR and other Congressional requests
- 4.1.8 provide graphic support for the design team
- 4.1.9 provide design and creation support of print ready QR including conceptual design of the QR to be approved by SIGTARP
- 4.1.10 prepare the desktop publishing files in accordance with the approved design for submission to a print service for publication
- 4.1.11 attend the final press review and make any necessary corrections
- 4.1.12 provide program management support to integrate and coordinate all aspects of this project
- 4.1.13 manage the timeline of the QR to ensure that the data management and data analysis functions maintain the appropriate schedules to ensure successful delivery of the QR
- 4.1.14 manage the resources of the design team to ensure coverage during each stage of the QR process
- 4.1.15 provide timely and accurate vouchers, with receiving documents, to the Contracting Officer's Technical Representative, Procurement, and Accounting in sufficient detail to allow for budgeting and planning as well as to facilitate payment

The Contractor service requirements are summarized into performance objectives that related directly to mission essential items. The performance thresholds briefly describe the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success. The Government intends to use the methods shown below to perform contract surveillance.

Roles and Responsibilities:

- a. The contractor's role is to provide quality services to the Government, as defined in the PWS and as outlined in the Contractor's Quality Control Plan (QCP).
- b. The Government's role is to provide surveillance of the Contractor's QCP, thus ensuring the appropriate quality of service is delivered. This QASP defines the method by which the Government will accomplish this surveillance. The COTR has the primary responsibility for executing this QASP.
- c. Procedures: The Performance Objectives (POs)/Thresholds listed below shall be monitored by the COTR in accordance with the methodology listed. In the event of a discrepancy, the COTR will notify the Contractor and give the Contractor an opportunity to correct the problem. If the problem cannot be resolved or reoccurs, the COTR will notify the Contracting officer.

PWS Cite	Objective	Standard	Performance Threshold	Method of Surveillance
4.1.1	Provide data management support for the SIGTARP Reports, which requires developing and managing data that will be obtained from and relating to TARP and also to maintain current information funding, guarantees, equity interests, associated with various subprograms established under TARP, as discussed in the program background section of the solicitation	Data must meet the legislative mandates of TARP with regard to addressing the specific requirements.	Must be updated IAW specified cutoff times, and be completed in time for inclusion in the QR IAW the QR timeline 100% of the time	Data will be verified using announced checks on a periodic basis –
4.1.2	Tracking the oversight activities (Audits, Inspections and Investigations) of other Government agencies having oversight authority relating to the TARP	Oversight activities, such as audits, Agency IG investigations, criminal investigations, etc. should be made known to the SIGTARP	Must be updated IAW specified cutoff times, and be completed in time for inclusion in the QR IAW the QR timeline 90% of the time	Contractor's notifications of such activities will be confirmed by SIGTARP as they occur – 100% inspection
4.1.3	Managing the library of data that is collected by SIGTARP	Data should be readily retrievable by both contractor and SIGTARP personnel.	Required data must be retrievable within 1 business day at least 95% of the time. No search should require more than three days.	SIGTARP personnel will use the database retrieval system and will report any instances of nonconformance found – Periodic
4.1.4	Provide Information analysis support for the SIGTARP QR; including researching, preparing drafts.	Analyses must address specific requirements in the enabling legislation and must meet	Analyses must be completed in time for inclusion in the QR IAW QR timeline	Continuous, collaborative monitoring by SIGTARP functional specialist - Periodic

		cutoff dates IAW the QR timeline	100% of the time.	
4.1.5	Preparation for SIGTARP's Congressional Testimony and Questions for the Record (QFR) from Congress – Deliverables may include reports, briefings, talking points, PowerPoint presentations, and attendance at hearings	Preparation must address the specific topics of the Congressional Testimony or Questions and provide current, accurate information	Data and information provided must be confirmed and verified as accurate 100% of the time	Each instance will be evaluated by the SIGTARP for relevance, timeliness and accuracy – 100% inspection
4.1.6	Prepare the initial drafts and edits of the analysis portions of the SIGTARP QR	Data must meet the legislative mandates of SIGTARP and should generally be read for meaningful editing by SIGTARP specialists	Must be completed 90% of the time in time for any needed review and editing by SIGTARP personnel allowing sufficient time for corrections to be included in the QR IAW QR timeline.	SIGTARP specialist will accept and review each submittal – 100% inspection
4.1.7	Writing and editing support to assist the SIGTARP, mission areas (audit, investigations and inspections) and communications (Congressional Affairs and Public Affairs) in providing input to the QR and other Congressional requests	Support must be timely and accurate and address the specific requirements in enabling legislation	Support must be provided in time to allow review by SIGTARP specialists at least 90% of the time, and must be completed in time for inclusion in the QR IAW the QR timeline	SIGTARP specialists will accept and review each submittal - 100% inspection

			100% of the time	
4.1.8	Graphic support for the design team	Support must be timely and accurate and address the specific requirements in enabling legislation	Graphic support must be completed in time for inclusion in the QR IAW the QR timeline 100% of the time.	SIGTARP specialists will accept and review each submittal - 100% inspection
4.1.9	Provide design and creation support of print ready QR including conceptual design of the QR to be approved by SIGTARP	Support must be timely and accurate and address the specific requirements in enabling legislation	Must be completed in time to allow SIGTARP to review and edit prior to inclusion in the QR IAW the QR timeline.	SIGTARP specialists will accept and review each submittal - 100% inspection
4.1.10	Preparation of the desktop publishing files in accordance with the approved design for submission to a print service for publication	Files must meet SIGTARP's approval and be ready for publishing by government without further modification	The files must be ready for publishing IAW the QR timeline with no modifications required 100% of the time.	The SIGTARP COTR or designee will accept the files and review them 100% of the time.
4.1.11	Attend the final press review and make any necessary corrections	In the event corrections to the final print ready submittal requires correction, they will be incorporated into the final document with no significant disruption.	Any required, significant corrections must be incorporated in time to allow review by SIGTARP and must be completed in time for inclusion in the QR IAW the QR	SIGTARP COTR will accept and review 100% of the corrections

			timeline 100% of the time.	
4.1.12	Provide program management support to integrate and coordinate all aspects of this project	All required actions will be coordinated and managed to support the QR timeline	Program management must be IAW the PMP accepted and approved in advance. Specific emphasis will be on maintaining adequate support at all times.	SIGTARP COTR and CO will monitor on a biweekly basis, using submitted vouchers and timecards to determine that adequate coverage was provided – 100% inspection
4.1.13	Manage the timeline of the QR to ensure that the data management and data analysis functions maintain the appropriate schedules to ensure successful delivery of the QR	Timeline should be completed as draft 75 days before the QR is due.	Meeting the 75 day requirement is the standard. However, under no circumstances should the submittal be less than 60 days prior to the delivery of the QR.	SIGTARP COTR will accept and verify delivery of each timeline – 100% inspection
4.1.14	Manage the resources of the design team to ensure coverage during each stage of the QR process	Sufficient staff should be available to accomplish QR and reporting goals.	Coverage must be IAW the PMP accepted and approved by the COTR	SIGTARP COTR will monitor on a bi-weekly basis, using submitted vouchers and timecards to determine that adequate coverage was provided – 100% inspection
4.1.15	Provide timely and accurate vouchers, with receiving documents, to the Contracting Officer's Technical	Vouchers should be submitted in a timely manner,	Accurate vouchers must be submitted	COTR will accept and review each voucher – 100%

	Representative, Procurement, and Accounting in sufficient detail to allow for budgeting and planning as well as to facilitate payment	so as to allow SIGTARP to properly monitor coverage being provided.	within seven days after the close of the bi-weekly coverage period at least 90% of the time.	inspection.
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5. Deliverable Schedule

Deliverable	Frequency	# of Copies	Medium/Format	Submit to
Monthly Status Report and Financial Status Report	By the 5 th day of the following month	1 copy for each person	Electronic	COTR and Contracting Officer
Quarterly Report Time Line*	Every Quarter, 75 days before the end of the quarter	1 copy for each person	Electronic	COTR and Contracting Officer
Bi-weekly time sheets	Within seven days after close of report period	1 copy for each person	Electronic	COTR and Contracting Officer
Bi-weekly invoices	Every two weeks	1 copy for each person	Electronic	COTR, Accounting, and Contracting Officer

*Once a timeline is established, due dates will be set for the delivery of milestone deliverables for the quarterly report.

The initial report is due to Congress on February 6, 2009. The government has established the following desired schedule for this report:

Deliverable	Due Date	# of Copies	Medium/Format	Submit to
Weekly Status Report	By COB Friday of each week	1 copy for each person	Electronic	COTR and Contracting Officer
Proposed Report Outline	1/12/2009	1 copy for each person	Electronic	COTR and Contracting Officer
First draft of initial Report	01/22/2009	1 copy for each person	Electronic	COTR and Contracting Officer
Pre-publication	01/29/2009	1 copy for each	Electronic	COTR and

Final Draft		person		Contracting Officer
File ready for printing	01/30/2009	1 copy for each person	Electronic	COTR and Contracting Officer
To printing	02/02/2009	1 copy for each person	Electronic	COTR, GPO's Contractor
Issue date of the report	02/06/2009			

NOTE: Electronic deliverables (except the printing file) shall be provided in Microsoft Office 1997 to 2003 version.

The contractor is not responsible for the actual printing and distribution of the report.

6. Contractor Personnel

6.1 Labor Categories. In general, the Government anticipates that the following labor categories will be needed in performing this work.

Partner/Principal has full responsibility for the work performed. The candidate must have a minimum of 10 years experience. The candidate heads the project team and is responsible for all assurance and specialized services required for the project to ensure that such services comply with the customer's applicable professional standards. The candidates must have demonstrated ability to determine the nature, timing, and extent of procedures and ensures compliance with agencies policies and professional standards.

Experienced Senior Manager has responsibility for the management and supervision of the engagement team, on-site quality control, review and approval of working papers and findings, adherence to applicable standards, report review, and assisting the partner/director in the development of the overall engagement approach. The candidates must be capable of providing high-level functional and system analysis, program management and integration, design integration, documentation and implementation advice. The candidates must have (1) a minimum of 10 years of experience managing complex projects, (2) relevant knowledge the financial markets and the topics covered by the TARP, (3) strong financial background focused on government accounting policies and procedures, and (4) demonstrated ability to direct communications intended for wide distribution background focused on government accounting policies and procedures, and (4) demonstrated ability to direct communications intended for wide distribution.

Experienced Manager has responsibilities and qualifications, generally the same as senior manager except for less complex assigned tasked with a minimum of seven years of experience. The candidates must have demonstrated ability to provide strong senior-level management and direction while assuming responsibility for overall project delivery.

Manager has responsibilities, generally the same as senior manager except for less complex assigned tasks. The candidates must have CPA licensed in appropriate jurisdictions with minimum of four years audit experience.

Senior Consultant provides technical direction and supervision to other personnel. The candidates must have demonstrated ability to direct, organize, and coordinate planning and execution of all program/technical support activities of the team/task. The candidates must have demonstrated capability of leading a team of consultants focused on analyzing large amounts of data relating to government finance and TARP related activities. The candidates must have ability to assist clients in research and analysis related to process improvement, and make recommendations to improve organizational effectiveness and ensure achievement of the organization. The candidates must have a minimum of three years of consulting and/or directly relevant industry experience or educational training in related fields.

Consultant must have a minimum of one year in the consulting field or other related experience. The candidates must have demonstrated proficiency in analysis and defining business needs, applying methodologies, support of program management and development of project deliverables. The candidates must have ability to provide in depth analysis of information relating to international affairs and finance.

Project Controller manages the project budget and all financials, tracks consulting time and expenses. The candidates must have demonstrated ability to prepare all of the client's bills and reconciles project budgets. The candidates must have a minimum of 18 months or project controller experience.

6.2. Contract Manager. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

6.3. Key Personnel

(a) Below are the name(s) of the person's proposed to be assigned the responsibility for success of the work product(s). The below listed individuals are designated as "Key Personnel".

Employee Name	
[REDACTED]	[REDACTED]

b6/b4

[REDACTED]	[REDACTED]

b6/b4

(b) The individuals named above shall be recommended by the contractor in its proposal and subject to the approval by the government prior to award.

(c) The contractor shall identify and propose critical or senior-level contractor staff assigned to this task order.

(d) For planned key personnel replacements, the contractor shall provide the government with a minimum of 30 calendar days advance notice. Substitutions or additions to approved key personnel under this task order shall not be accepted unless specifically approved in writing by the Contracting Officer or Contracting Officer's Technical Representative. Any substitutions and/or additions shall be subject to the terms and conditions of this clause.

(e) All notification requests for substitutions and additions must provide a justification and detailed explanation of the circumstances necessitating the proposed substitution or addition, a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer needed to approve or disapprove the request. Resumes submitted shall identify the education and experience of the Key Personnel (candidate(s) relative to the contract position and labor category level proposed, experience, education, and citizenship status. All proposed substitutes and additions must have qualifications equal to or better than the person to be replaced.

(f) The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof.

7. Conflicts of Interest

(a) Among other situations, a Contractor may be deemed to have a conflict of interest if the Contractor or any related entity (1) has a personal, business, or financial interest or relationship that could adversely affect the Contractor's or any related entity's ability to perform the Contract or to represent the best interests of the Treasury Department; (2) is or represents a party in litigation with the Treasury Department; (3) is, seeks to be, or represents a participant in the Troubled Asset Relief Program as defined in the Emergency Economic Stabilization Act of 2008; or (4) engages in any other activity that would cause a reasonable person to question the integrity or objectivity of the Contractor or related entity. For purposes of this clause, a "related entity" is any proposed or actual subcontractor or consultant; the Contractor's management officials and proposed or actual key personnel; and any individual, entity, or affiliate that controls or is controlled by or is under common control with the Contractor.

(b) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to any potential conflict of interest as defined above, or that the Contractor has disclosed all relevant information concerning any past, present or planned interests bearing on whether it (through itself or any related entity(ies)) may

have a potential conflict of interest. If there is a conflict, the contractor must submit a mitigation plan with proposal.

(c) The Contractor warrants that all related entities have been informed of their obligation to report any potential or actual conflicts of interest as defined above.

(d) The Contractor is responsible for notifying SIGTARP of any actual or potential conflict of interest that arises after award of the Contract. The Contractor agrees that if an actual or potential conflict of interest (through itself or any related entity(ies)) arises or is discovered after award of the Contract, the Contractor shall make a full disclosure in writing to the Contracting Officer within five (5) days after learning of the actual or potential conflict. This disclosure shall include description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest.

(e) The Contracting Officer may impose appropriate constraints to avoid, mitigate or neutralize any actual or potential conflict of interest. The Contracting Officer may terminate this Contract for convenience, in whole or in part, if he or she deems such terminations necessary to avoid a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not timely disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the Contract for default, recommend suspension or debarment of the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or by this Contract. The Government may terminate the Contract for default if the Contractor fails to implement and follow any appropriate constraints imposed by the Contracting Officer to avoid, mitigate, or neutralize any actual or potential conflict of interest.

(f) Throughout the term of the Contract, Contractor shall warrant annually, in writing to the Contracting Officer, that (i) no conflicts or potential conflicts of interest exist (through itself or any related entity(ies)), or that they have been disclosed or mitigated (ii) all related entities have been informed of their obligation to report any potential or actual conflicts of interest, and (iii) Contractor understands agrees to its continuing obligation to search for and to report any actual or potential conflicts of interest. Such annual warranty shall cover the one-year period from the date of Contract award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the Contract. The certification must be received by the Contracting Officer no later than forty-five (45) days after the close of the certification period covered.

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

(h) The Treasury Department intends, pursuant to section 108 of the Emergency Economic Stabilization Act of 2008, to issue additional regulations or guidelines concerning conflicts of interest. If such regulations or guidelines differ from or expand upon the conflict of interest provisions included in this Contract, the Contractor agrees to negotiate in good faith the inclusion of the different or additional provisions. If agreement between the parties cannot be reached, the Government may terminate this Contract for convenience. Nothing in this paragraph, however, shall limit SIGTARP's right under the Changes clause of this Contract.

8. Non-Disclosure

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

(b) The Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this Contract. Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any person or entity other than the Treasury Department and the Contractor, any information or data provided by the Government or obtained by the Contractor under this contract without first obtaining the written permission of the Contracting Officer. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the Contract.

(c) All information gathered by the Contractor including but not limited to reports, research and electronic files shall become the property of the Treasury Department. Notwithstanding any other provision of this Contract, neither the Contractor or any consultant or subcontractor shall make any claim of copyright nor any other ownership interest in any of the information gathered under this Contract for the Treasury Department. The Contractor shall ensure that all information gathered or prepared by the Contractor including but not limited to reports, research and electronic files are not released to any third party without prior written authorization from the Contracting Officer.

(d) Upon expiration or termination of the Contractor's engagement, all documents and records covered by this clause will be disposed of in accordance with the Contracting Officer's instructions. The Contractor's duty with respect to the covered information shall survive the expiration or termination of this Contract.

(e) If an unauthorized disclosure occurs, the Government may terminate the Contract, for default or convenience, or pursue such other remedies as may be permitted by law or by this Contract.

(f) The Contractor agrees to insert, in any subcontract or consultant agreement placed under the Contract, provisions, which shall conform substantially to the language of this clause, unless otherwise authorized by the Contracting Officer.

9. Non-Compete Clauses

The use of non-compete agreements (including non-compete clauses within employment agreements) that are aimed at preventing the loss of Contract providers are acceptable only if the non-competition is limited to the current performance period specified in the contract. The use of non-compete agreements or clauses that prevent employees of an incumbent Contractor from accepting future employment with either the Government or with another Contractor is not acceptable. Awardees (including sub-contractors) may not include conditions in employment agreements that hinder the Government's ability to accomplish the current or future mission of SIGTARP.

10. Contractor Personnel Certifications

Contractor personnel working under this task order, shall complete Attachments 1 and 3 prior to working on this project.

Attachments

Attachment 1 - Ethical Principles and Other Professional Standards
Attachment 2 – Not included in Award
Attachment 3 – Non-Disclosure Statement