AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 3 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P S 022	3.EFFECTIVE DATE 09/29/2020	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Reva Hutchinson (202) 708-8100		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: A. Amount Change	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 08/26/2020 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

**13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☑ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items

☐ **OTHER (Specify type of modification and authority)**

E.IMPORTANT: Contractor IS required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 08/26/2020	Proposal Dated: 08/26/2020	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2021	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4
1001	Option Year 1 LH				Exemption 4
1002	Option Year 1 FFP				Exemption 4
1003	Option Year 1 Travel				Exemption 4
1004	Option Year 1 ODC				Exemption 4
1005	Option Year 1 Contract Access Fee				Exemption 4
2002	Option Year 2 Task 2 PM Core Responsibilities				Exemption 4
2003	Option Year 2 - Task 3 Data Collection & Reporting				Exemption 4
2004	Option Year 2 Task 4 -SCRA Qualifications & Reporting				Exemption 4
2005	Option Year 2 Task 5 - Risk & Information Analytics				Exemption 4
2006	Option Year 2 Task 6 - Operations, Maintenance & Minor				Exemption 4

	Enhancements				
2007	Option Year 2 Task 7 - Optional - Major Enhancements	[redacted]			Exemption 4
2008	Option Year 2 Task 8 -Optional-Testing and Capability				Exemption 4
2009	Option Year 2 Task 9 Optional - Conference & Training				Exemption 4
2010	Option Year 2 Task 10 Optional - Special Projects				Exemption 4
2011	Option Year 2 - Long Distance Travel including Indirect Handing rate (NTE)				Exemption 4
2012	Option Year 2 Task 12 - Audit, Other Reviews & Support				Exemption 4
2012A	Option Year 2 Task 12-A SSAE-18				Exemption 4
2013	Option Year 2 - Other Direct Costs				Exemption 4
2014	Option Year 2 - Contractor Access Fee				Exemption 4
3002	Option Year 3 - Task 2				Exemption 4
3003	Option Year 3 -Task 3				Exemption 4
3004	Option Year 3 - Task 4				Exemption 4
3005	Option Year 3 - Task 5				Exemption 4
3006	Option Year 3 - Task 6				Exemption 4
3007	Option Year 3 - Task 7				Exemption 4
3008	Option Year 3 - Task 8				Exemption 4
3009	Option Year 3 - Task 9				Exemption 4
3010	Option Year 3 - Task 10				Exemption 4
3011	Option Year 3 - Travel	[redacted]			Exemption 4
3012	Option Year 3 - Task 12				Exemption 4
3012A	Option Year 3 - Task 12A				Exemption 4
3013	Option Year 3 - ODCs				Exemption 4
3014	Option Year 3 - CAF				Exemption 4

The purpose of this modification is to realign funds in the amount of [redacted] Exemption 4 Exemption 4

[redacted] Exemption 4 Exemption 4 Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4 Exemption 4 Exemption 4 Exemption 4 Exemption 4 Exemption 4 Exemption 4

The period of performance and the total amount of the order remain unchanged as a result of this modification.

This is not a close out modification.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$109,114,230.22**	**$109,114,230.22**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[redacted] Exemption 6		Reva Hutchinson (202) 708-8100	
15B. CONTRACTOR/OFFEROR [redacted] Exemption 6 (Signature of person authorized to sign)	15C. DATE SIGNED 09/29/2020	16B. UNITED STATES OF AMERICA Reva Hutchinson (Signature of person authorized to sign)	16C. DATE SIGNED 09/29/2020

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 3 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P S 021	3.EFFECTIVE DATE 09/01/2020	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Reva Hutchinson (202) 708-8100		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: A. Amount Change	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 05/28/2020 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

**13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☑ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.217-9, Option to Extend the Term of the Contract (March, 2000)

☐ **OTHER (Specify type of modification and authority)**

E.IMPORTANT: Contractor IS required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 07/17/2020	Proposal Dated: 08/18/2020	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2021	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4
1001	Option Year 1 LH				Exemption 4
1002	Option Year 1 FFP				Exemption 4
1003	Option Year 1 Travel				Exemption 4
1004	Option Year 1 ODC				Exemption 4
1005	Option Year 1 Contract Access Fee				Exemption 4
2002	Option Year 2 Task 2 PM Core Responsibilities				Exemption 4
2003	Option Year 2 - Task 3 Data Collection & Reporting				Exemption 4
2004	Option Year 2 Task 4 -SCRA Qualifications & Reporting				Exemption 4
2005	Option Year 2 Task 5 - Risk & Information Analytics				Exemption 4
2006	Option Year 2 Task 6 - Operations, Maintenance & Minor				Exemption 4

[redacted]					
2007	Option Year 2 Task 7 - Optional - Major Enhancements	[redacted]			Exemption 4
2008	Option Year 2 Task 8 -Optional-Testing and Capability				Exemption 4
2009	Option Year 2 Task 9 Optional - Conference & Training				Exemption 4
2010	Option Year 2 Task 10 Optional - Special Projects				Exemption 4
2011	Option Year 2 - Long Distance Travel including Indirect Handing rate (NTE)				Exemption 4
2012	Option Year 2 Task 12 - Audit, Other Reviews & Support	[redacted]			Exemption 4
2012A	Option Year 2 Task 12-A SSAE-18				Exemption 4
2013	Option Year 2 - Other Direct Costs				Exemption 4
2014	Option Year 2 - Contractor Access Fee				Exemption 4
3002	Option Year 3 - Task 2				Exemption 4
3003	Option Year 3 -Task 3				Exemption 4
3004	Option Year 3 - Task 4				Exemption 4
3005	Option Year 3 - Task 5				Exemption 4
3006	Option Year 3 - Task 6				Exemption 4
3007	Option Year 3 - Task 7				Exemption 4
3008	Option Year 3 - Task 8				Exemption 4
3009	Option Year 3 - Task 9				Exemption 4
3010	Option Year 3 - Task 10				Exemption 4
3011	Option Year 3 - Travel				Exemption 4
3012	Option Year 3 - Task 12				Exemption 4
3012A	Option Year 3 - Task 12A				Exemption 4
3013	Option Year 3 - ODCs				Exemption 4
3014	Option Year 3 - CAF				Exemption 4

The purpose of this Modification (021) is to:

1) Exercise OY3 CLINS 3002 - 3014 for the period September 1, 2020 through August 31, 2021 and obligate funds in the total amount of $27,806,777.94.

2) Funds are obligated to OY3 CLINs on a FFP/LH basis as follows:

3002 Task 2 - Project Management Core Responsibilities [redacted] Exemption 4
3003 Task 3 - Data Collection & Reporting [redacted] Exemption 4
3004 Task 4 - SCRA Qualifications & Reimbursements [redacted] Exemption 4
3005 Task 5 - Risk & Information Analytics [redacted] Exemption 4
3006 Task 6 - Operations, Maintenance & Minor Enhancements [redacted] Exemption 4
3007 Task 7 Optional - Major Enhancements [redacted] Exemption 4
3008 Task 8 Optional - Testing & Capability [redacted] Exemption 4
3009 Task 9 Optional - Conferences & Training [redacted] Exemption 4
3010 Task 10 Optional - Special Projects [redacted] Exemption 4
3011 Long Distance Travel (NTE) [redacted] Exemption 4
3012 Task 12 - Audit, Other Reviews & Support [redacted] Exemption 4
[redacted] Exemption 4
3013 Other Direct Costs (ODCs) [redacted] Exemption 4
3014 Contract Access Fee [redacted] Exemption 4

Total OY3 obligated amount: $27,806,777.94

As a result of this FFP/LH modification, the total obligated amount of the task order is increased by $27,806,777.94 from $81,307,452.28 to $109,114,230.22 [redacted] Exemption 4

3) Incorporation of Section 889 Rules and Regulations
FAR Clause 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (August, 2020) is hereby incorporated into this task order.

This is not a close out modification

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$81,307,452.28**	**$109,114,230.22**	**$27,806,777.94**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER(Type or print) [redacted] Exemption 6		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Reva Hutchinson (202) 708-8100	
15B. CONTRACTOR/OFFEROR [redacted] Exemption 6 (Signature of person authorized to sign)	15C. DATE SIGNED 08/26/2020	16B. UNITED STATES OF AMERICA Reva Hutchinson (Signature of person authorized to sign)	16C. DATE SIGNED 08/26/2020
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P S 020	3.EFFECTIVE DATE 05/27/2020	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Reva Hutchinson (202) 708-8100		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: A. Amount Change	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 04/07/2020 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

**13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☑ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
52.212-4(c) Contract Terms and Conditions - Commercial Items

☐ **OTHER (Specify type of modification and authority)**

E.IMPORTANT: Contractor IS required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 05/21/2020	Proposal Dated: 05/26/2020	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2020	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4
1001	Option Year 1 LH				Exemption 4
1002	Option Year 1 FFP				Exemption 4
1003	Option Year 1 Travel				Exemption 4
1004	Option Year 1 ODC				Exemption 4
1005	Option Year 1 Contract Access Fee				Exemption 4
2002	Option Year 2 Task 2 PM Core Responsibilities				Exemption 4
2003	Option Year 2 - Task 3 Data Collection & Reporting				Exemption 4
2004	Option Year 2 Task 4 -SCRA Qualifications & Reporting				Exemption 4
2005	Option Year 2 Task 5 - Risk & Information Analytics				Exemption 4
2006	Option Year 2 Task 6 - Operations, Maintenance & Minor				Exemption 4

	Enhancements				
2007	Option Year 2 Task 7 - Optional - Major Enhancements	[redacted]			Exemption 4
2008	Option Year 2 Task 8 -Optional-Testing and Capability				Exemption 4
2009	Option Year 2 Task 9 Optional - Conference & Training				Exemption 4
2010	Option Year 2 Task 10 Optional - Special Projects				Exemption 4
2011	Option Year 2 - Long Distance Travel including Indirect Handing rate (NTE)				Exemption 4
2012	Option Year 2 Task 12 - Audit, Other Reviews & Support				Exemption 4
2012A	Option Year 2 Task 12-A SSAE-18				Exemption 4
2013	Option Year 2 - Other Direct Costs				Exemption 4
2014	Option Year 2 - Contractor Access Fee				Exemption 4

The purpose of this modification is to: [redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

As a result of this modification, the total obligated amount of the task order is increased by $2,500,000.00 from $78,807,452.28 to $81,307,452.28.

This is not a close-out modification.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$78,807,452.28**	**$81,307,452.28**	**$2,500,000.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[redacted] Exemption 6		Reva Hutchinson (202) 708-8100	
15B. CONTRACTOR/OFFEROR [redacted] Exemption 6 (Signature of person authorized to sign)	15C. DATE SIGNED 05/28/2020	16B. UNITED STATES OF AMERICA Reva Hutchinson (Signature of person authorized to sign)	16C. DATE SIGNED 05/28/2020

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P O 019	3.EFFECTIVE DATE 04/07/2020	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Reva Hutchinson (202) 708-8100		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: A. Amount Change	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 03/19/2020 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

**13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☑ **OTHER (Specify type of modification and authority)**
FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items

E.IMPORTANT: Contractor IS NOT required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 03/24/2020	Proposal Dated: 03/24/2020	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2020	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4
1001	Option Year 1 LH				Exemption 4
1002	Option Year 1 FFP				Exemption 4
1003	Option Year 1 Travel				Exemption 4
1004	Option Year 1 ODC				Exemption 4
1005	Option Year 1 Contract Access Fee				Exemption 4
2002	Option Year 2 Task 2 PM Core Responsibilities				Exemption 4
2003	Option Year 2 - Task 3 Data Collection & Reporting				Exemption 4
2004	Option Year 2 Task 4 -SCRA Qualifications & Reporting				Exemption 4
2005	Option Year 2 Task 5 - Risk & Information Analytics				Exemption 4
2006	Option Year 2 Task 6 - Operations, Maintenance & Minor				Exemption 4

	Enhancements				
2007	Option Year 2 Task 7 - Optional - Major Enhancements	[redacted]			Exemption 4
2008	Option Year 2 Task 8 -Optional-Testing and Capability				Exemption 4
2009	Option Year 2 Task 9 Optional - Conference & Training				Exemption 4
2010	Option Year 2 Task 10 Optional - Special Projects				Exemption 4
2011	Option Year 2 - Long Distance Travel including Indirect Handing rate (NTE)				Exemption 4
2012	Option Year 2 Task 12 - Audit, Other Reviews & Support				Exemption 4
2012A	Option Year 2 Task 12-A SSAE-18				Exemption 4
2013	Option Year 2 - Other Direct Costs				Exemption 4
2014	Option Year 2 - Contractor Access Fee				Exemption 4

The purpose of this no-cost modification is to [redacted] Exemption 4

[redacted] Exemption 4

All other terms and conditions remain unchanged. This is not a close-out modification.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$78,807,452.28**	**$78,807,452.28**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Reva Hutchinson (202) 708-8100	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Reva Hutchinson (Signature of person authorized to sign)	16C. DATE SIGNED 04/07/2020
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P S 018	3.EFFECTIVE DATE 03/19/2020	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Reva Hutchinson (202) 708-8100		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: A. Amount Change	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 09/22/2019 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

**13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☑ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 212-4(c) Contract Terms and Conditions - Commercial Items

☐ **OTHER (Specify type of modification and authority)**

E.IMPORTANT: Contractor IS required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 03/11/2020	Proposal Dated: 03/11/2020	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2020	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4
1001	Option Year 1 LH				Exemption 4
1002	Option Year 1 FFP				Exemption 4
1003	Option Year 1 Travel				Exemption 4
1004	Option Year 1 ODC				Exemption 4
1005	Option Year 1 Contract Access Fee				Exemption 4
2002	Option Year 2 Task 2 PM Core Responsibilities				Exemption 4
2003	Option Year 2 - Task 3 Data Collection & Reporting				Exemption 4
2004	Option Year 2 Task 4 -SCRA Qualifications & Reporting				Exemption 4
2005	Option Year 2 Task 5 - Risk & Information Analytics				Exemption 4
2006	Option Year 2 Task 6 - Operations, Maintenance & Minor				Exemption 4

	Enhancements				
2007	Option Year 2 Task 7 - Optional - Major Enhancements	[redacted]			Exemption 4
2008	Option Year 2 Task 8 -Optional-Testing and Capability				Exemption 4
2009	Option Year 2 Task 9 Optional - Conference & Training				Exemption 4
2010	Option Year 2 Task 10 Optional - Special Projects				Exemption 4
2011	Option Year 2 - Long Distance Travel including Indirect Handing rate (NTE)				Exemption 4
2012	Option Year 2 Task 12 - Audit, Other Reviews & Support				Exemption 4
2012A	Option Year 2 Task 12-A SSAE-18				Exemption 4
2013	Option Year 2 - Other Direct Costs				Exemption 4
2014	Option Year 2 - Contractor Access Fee				Exemption 4

The purpose of this modification is to delete two deliverables; and to realign unused funds from Option Year 1 to Option Year 2 in the amount of [redacted] as follows: Exemption 4

1) Reference to the Green Ratio Report is deleted in its entirety from Section C.4.5.1.2; and Deliverable #33 Green Ratio Report and Deliverable #19 Movers/Outliers Report are deleted in their entirety from task order Attachment 1 - MBSA Reports.

2) Funds in the total amount of [redacted] are realigned from Option Year 1 to Option Year 2 as follows: Exemption 4

[redacted] Exemption 4 Exemption 4 Exemption 4 Exemption 4 Exemption 4 Exemption 4 Exemption 4 Exemption 4 Exemption 4

The total amount of the order and the period of performance remain unchanged. This is not a close out modification.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$78,807,452.28**	**$78,807,452.28**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[redacted] Exemption 6		Reva Hutchinson (202) 708-8100	
15B. CONTRACTOR/OFFEROR [redacted] (Signature of person authorized to sign)	15C. DATE SIGNED 03/19/2020	16B. UNITED STATES OF AMERICA Reva Hutchinson (Signature of person authorized to sign)	16C. DATE SIGNED 03/19/2020

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 3 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P O 017	3.EFFECTIVE DATE 09/13/2019	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Reva Hutchinson (202) 708-8100		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: B. Administrative Change (No Funding or POP Date Changes)	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 08/29/2019 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

**13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☑ **OTHER (Specify type of modification and authority)**
FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items

E.IMPORTANT: Contractor IS required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 09/13/2019	Proposal Dated: 09/13/2019	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2020	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4
1001	Option Year 1 LH				Exemption 4
1002	Option Year 1 FFP				Exemption 4
1003	Option Year 1 Travel				Exemption 4
1004	Option Year 1 ODC				Exemption 4
1005	Option Year 1 Contract Access Fee				Exemption 4
2002	Option Year 2 Task 2 PM Core Responsibilities				Exemption 4
2003	Option Year 2 - Task 3 Data Collection & Reporting				Exemption 4
2004	Option Year 2 Task 4 -SCRA Qualifications & Reporting				Exemption 4
2005	Option Year 2 Task 5 - Risk & Information Analytics				Exemption 4
2006	Option Year 2 Task 6 - Operations, Maintenance & Minor				Exemption 4

	Enhancements	[redacted]	Exemption 4
2007	Option Year 2 Task 7 - Optional - Major Enhancements		Exemption 4
2008	Option Year 2 Task 8 -Optional-Testing and Capability		Exemption 4
2009	Option Year 2 Task 9 Optional - Conference & Training		Exemption 4
2010	Option Year 2 Task 10 Optional - Special Projects		Exemption 4
2011	Option Year 2 - Long Distance Travel including Indirect Handing rate (NTE)		Exemption 4
2012	Option Year 2 Task 12 - Audit, Other Reviews & Support		Exemption 4
2012A	Option Year 2 Task 12-A SSAE-18		Exemption 4
2013	Option Year 2 - Other Direct Costs		Exemption 4
2014	Option Year 2 - Contractor Access Fee		Exemption 4

the purpose of this modification is to incorporate FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment as prescribed in FAR 4.2105(b).

(a) Definitions. As used in this clause'
"Covered foreign country" means The People's Republic of China.
"Covered telecommunications equipment or services" means-
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
"Critical technology" means-
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).
"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.
(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.
(c) Exceptions. This clause does not prohibit contractors from providing'
(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.
(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The total amount of the order is not changed as a result of this modification. This is not a close out modification.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$78,807,452.28**	**$78,807,452.28**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[redacted] Exemption 6		Reva Hutchinson (202) 708-8100	
15B. CONTRACTOR/OFFEROR [redacted] Exemption 6 (Signature of person authorized to sign)	15C. DATE SIGNED 09/21/2019	16B. UNITED STATES OF AMERICA Reva Hutchinson (Signature of person authorized to sign)	16C. DATE SIGNED 09/22/2019

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P O 016	3.EFFECTIVE DATE 08/20/2019	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Reva Hutchinson (202) 708-8100		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: A. Amount Change	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 04/08/2019 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☑ **OTHER (Specify type of modification and authority)**
FAR 52.217.9 Option to Extend the term of the Contract and FAR 52.212-4(c) Contract Terms and Conditions- Commercial Items

E.IMPORTANT: Contractor IS required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 07/30/2019	Proposal Dated: 08/20/2019	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2020	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4
1001	Option Year 1 LH				Exemption 4
1002	Option Year 1 FFP				Exemption 4
1003	Option Year 1 Travel				Exemption 4
1004	Option Year 1 ODC				Exemption 4
1005	Option Year 1 Contract Access Fee				Exemption 4
2002	Option Year 2 Task 2 PM Core Responsibilities				Exemption 4
2003	Option Year 2 - Task 3 Data Collection & Reporting				Exemption 4
2004	Option Year 2 Task 4 -SCRA Qualifications & Reporting				Exemption 4
2005	Option Year 2 Task 5 - Risk & Information Analytics				Exemption 4
2006	Option Year 2 Task 6 - Operations, Maintenance & Minor				Exemption 4

	Enhancements				
2007	Option Year 2 Task 7 - Optional - Major Enhancements	[redacted]			Exemption 4
2008	Option Year 2 Task 8 -Optional-Testing and Capability				Exemption 4
2009	Option Year 2 Task 9 Optional - Conference & Training				Exemption 4
2010	Option Year 2 Task 10 Optional - Special Projects				Exemption 4
2011	Option Year 2 - Long Distance Travel including Indirect Handing rate (NTE)				Exemption 4
2012	Option Year 2 Task 12 - Audit, Other Reviews & Support				Exemption 4
2012A	Option Year 2 Task 12-A SSAE-18				Exemption 4
2013	Option Year 2 - Other Direct Costs				Exemption 4
2014	Option Year 2 - Contractor Access Fee				Exemption 4

The purpose of this Modification (16) is to:

1) Exercise OY2 CLINS 2002 - 2014 for the period September 1, 2019 through August 31, 2020 and obligate funds in the total amount of $25,632,302.00.

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4
Exemption 4
Exemption 4

4) Funds are obligated to OY2 CLINs on a FFP/LH basis as follows:
2002 Task 2 - Project Management Core Responsibilities [redacted] Exemption 4
2003 Task 3 - Data Collection & Reporting [redacted] Exemption 4
2004 Task 4 - SCRA Qualifications & Reimbursements [redacted] Exemption 4
2005 Task 5 - Risk & Information Analytics [redacted] Exemption 4
2006 Task 6 - Operations, Maintenance & Minor Enhancements [redacted] Exemption 4
2007 Task 7 Optional - Major Enhancements [redacted] Exemption 4
2008 Task 8 Optional - Testing & Capability [redacted] Exemption 4
2009 Task 9 Optional - Conferences & Training [redacted] Exemption 4
2010 Task 10 Optional - Special Projects [redacted] Exemption 4
2011 Long Distance Travel (NTE) [redacted] Exemption 4
2012 Task 12 - Audit, Other Reviews & Support [redacted] Exemption 4
2012A Subtask 12-A: SSAE 18 [redacted] Exemption 4
2013 Other Direct Costs (ODCs) [redacted] Exemption 4
2014 Contract Access Fee [redacted] Exemption 4
Total OY2 obligated amount: $27,623,463.28

As a result of this FFP/LH modification, the total obligated amount of the task order is increased by $27,623,463.28 from $51,183,989.00 to $78,807,452.28; [redacted] Exemption 4
Exemption 4

This is not a close out modification

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$51,183,989.00**	**$78,807,452.28**	**$27,623,463.28**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[redacted] Exemption 6		Reva Hutchinson (202) 708-8100	
15B. CONTRACTOR/OFFEROR [redacted] Exemption 6 (Signature of person authorized to sign)	15C. DATE SIGNED 08/29/2019	16B. UNITED STATES OF AMERICA Reva Hutchinson (Signature of person authorized to sign)	16C. DATE SIGNED 08/29/2019

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P A 015	3.EFFECTIVE DATE 04/03/2019	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Daniel R Miller (703) 605-3198		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: N. Admin + POP or Delivery Date	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 03/20/2019 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

**13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☑ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ **OTHER (Specify type of modification and authority)**

E.IMPORTANT: Contractor IS required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 04/02/2019	Proposal Dated: 04/03/2019	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2019	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4
1001	Option Year 1 LH				Exemption 4
1002	Option Year 1 FFP				Exemption 4
1003	Option Year 1 Travel				Exemption 4
1004	Option Year 1 ODC				Exemption 4
1005	Option Year 1 Contract Access Fee				Exemption 4

The purpose of this modification is to:

[redacted] Exemption 4
Exemption 4
Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] The overall value of the task order remains unchanged. Exemption 4

All other terms and conditions remain unchanged.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$51,183,989.00**	**$51,183,989.00**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[redacted] Exemption 6		Daniel R Miller (703) 605-3198	
15B. CONTRACTOR/OFFEROR [redacted] Exemption 6 (Signature of person authorized to sign)	15C. DATE SIGNED 04/08/2019	16B. UNITED STATES OF AMERICA Daniel R Miller (Signature of person authorized to sign)	16C. DATE SIGNED 04/08/2019

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P A 014	3.EFFECTIVE DATE 03/20/2019	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Daniel R Miller (703) 605-3198		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: A. Amount Change	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 01/08/2019 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☑ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ **OTHER (Specify type of modification and authority)**

E.IMPORTANT: Contractor IS NOT required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 03/18/2019	Proposal Dated: 03/18/2019	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2019	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4
1001	Option Year 1 LH				Exemption 4
1002	Option Year 1 FFP				Exemption 4
1003	Option Year 1 Travel				Exemption 4
1004	Option Year 1 ODC				Exemption 4
1005	Option Year 1 Contract Access Fee				Exemption 4

The purpose of this modification is to:

[redacted] Exemption 4
[redacted] Exemption 4

[redacted] Exemption 4
[redacted] The Exemption 4
overall value of the task order remains unchanged as a result of this modification.

All other terms and conditions remain unchanged.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$51,183,989.00**	**$51,183,989.00**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Daniel R Miller (703) 605-3198	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Daniel R Miller (Signature of person authorized to sign)	16C. DATE SIGNED 03/20/2019

NSN 7540-01-152-8070 Previous edition unusable	STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P A 013	3.EFFECTIVE DATE 01/08/2019	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Daniel R Miller (703) 605-3198		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: B. Administrative Change (No Funding or POP Date Changes)	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 12/17/2018 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

**13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☑ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ **OTHER (Specify type of modification and authority)**

E.IMPORTANT: Contractor IS NOT required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 01/07/2019	Proposal Dated: 01/07/2019	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2019	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4
1001	Option Year 1 LH				Exemption 4
1002	Option Year 1 FFP				Exemption 4
1003	Option Year 1 Travel				Exemption 4
1004	Option Year 1 ODC				Exemption 4
1005	Option Year 1 Contract Access Fee				Exemption 4

The purpose of this modification is to:

[redacted] Exemption 4 Exemption 4 Exemption 4

[redacted] Exemption 4

All other terms and conditions remain unchanged.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

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For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$51,183,989.00**	**$51,183,989.00**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Daniel R Miller (703) 605-3198	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Daniel R Miller (Signature of person authorized to sign)	16C. DATE SIGNED 01/08/2019

NSN 7540-01-152-8070 Previous edition unusable	STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P S 012	3.EFFECTIVE DATE 12/14/2018	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Reva Hutchinson (202) 708-8100		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: A. Amount Change	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 09/24/2018 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☑ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items

☐ **OTHER (Specify type of modification and authority)**

E.IMPORTANT: Contractor IS required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 12/12/2018	Proposal Dated: 12/12/2018	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2019	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4 Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4
1001	Option Year 1 LH				Exemption 4
1002	Option Year 1 FFP				Exemption 4 Exemption 4
1003	Option Year 1 Travel				Exemption 4
1004	Option Year 1 ODC				Exemption 4
1005	Option Year 1 Contract Access Fee				Exemption 4

The purpose of this modification is to:

[redacted] Exemption 4
[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4
Exemption 4

This is not a close out modification.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$51,183,989.00**	**$51,183,989.00**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[redacted] Exemption 6		Reva Hutchinson (202) 708-8100	
15B. CONTRACTOR/OFFEROR Exemption 6 [redacted] (Signature of person authorized to sign)	15C. DATE SIGNED 12/17/2018	16B. UNITED STATES OF AMERICA Reva Hutchinson (Signature of person authorized to sign)	16C. DATE SIGNED 12/17/2018

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P 011	3.EFFECTIVE DATE 09/24/2018	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Daniel R Miller 703-328-7248		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: B. Administrative Change (No Funding or POP Date Changes)	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 09/19/2018 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

**13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☑ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ **OTHER (Specify type of modification and authority)**

E.IMPORTANT: Contractor IS NOT required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 09/24/2018	Proposal Dated: 09/24/2018	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2019	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4
1001	Option Year 1 LH				Exemption 4
1002	Option Year 1 FFP				Exemption 4
1003	Option Year 1 Travel				Exemption 4
1004	Option Year 1 ODC				Exemption 4
1005	Option Year 1 Contract Access Fee				Exemption 4

The purpose of this modification is to [redacted] Exemption 4
Exemption 4
Exemption 4
Exemption 4
Exemption 4
Exemption 4
Exemption 4

Exemption 4

[redacted] Exemption 4
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[redacted] Exemption 4
[redacted] Exemption 4
[redacted] Exemption 4
[redacted] Exemption 4
[redacted] Exemption 4

The total amount of the task order was not changed as a result of this modification.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$51,183,989.00**	**$51,183,989.00**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Daniel R Miller 703-328-7248	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Daniel R Miller (Signature of person authorized to sign)	16C. DATE SIGNED 09/24/2018

NSN 7540-01-152-8070 Previous edition unusable	STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P A 010	3.EFFECTIVE DATE 09/19/2018	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Daniel R Miller (703) 605-3198		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: A. Amount Change	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 09/13/2018 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

**13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☑ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ **OTHER (Specify type of modification and authority)**

E.IMPORTANT: Contractor IS NOT required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 09/19/2018	Proposal Dated: 09/19/2018	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2019	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4
1001	Option Year 1 LH				Exemption 4
1002	Option Year 1 FFP				Exemption 4
1003	Option Year 1 Travel				Exemption 4
1004	Option Year 1 ODC				Exemption 4
1005	Option Year 1 Contract Access Fee				Exemption 4

The purpose of this modification is to [redacted] Exemption 4

[redacted] Exemption 4
[redacted] Exemption 4
[redacted] Exemption 4

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[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

[redacted] Exemption 4

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 3 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P O 009	3.EFFECTIVE DATE 09/12/2018	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Daniel R Miller (703) 605-3198		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: B. Administrative Change (No Funding or POP Date Changes)	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 08/21/2018 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

**13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☑ **OTHER (Specify type of modification and authority)**
FAR 52.212-4(c)

E.IMPORTANT: Contractor IS required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 09/12/2018	Proposal Dated: 09/12/2018	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2019	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4
1001	Option Year 1 LH				Exemption 4
1002	Option Year 1 FFP				Exemption 4
1003	Option Year 1 Travel				Exemption 4
1004	Option Year 1 ODC				Exemption 4
1005	Option Year 1 Contract Access Fee				Exemption 4

The purpose of this administrative modification (009) is to update and replace the security language in section C.4.6.2, Federal Information Technology Security, of the task order in its entirety. The new security language reads as follows:

The Contractor shall maintain compliance with all current and future Federal IT security requirements for applications and databases managed by the Contractor. The Contractor shall:

A. Maintain IT security and comply with all terms and conditions of the contract throughout the term of the contract with respect to data within the Contractor's control, and information technology requirements.

B. Use, maintain, enhance, develop and upgrade all information technology software and system documentation under this Contract in accordance with Federal Laws, best practices, and regulations. This includes, but is not limited to:

1)Federal Information Security Management Act - https://www.dhs.gov/fisma
2)The Clinger-Cohen Act - https://www.fismacenter.com/Clinger%20Cohen.pdf
3)Government Paper Reduction Act - http://www.hhs.gov/ocio/policy/collection/
4)Office of Management, and Budget Circulars A-130, and A-I23 - https://www.whitehouse.gov/omb/circulars_default
5)Department of Housing and Urban Development regulations, Handbooks and Policies - http://www.HUD.gov.
6)Applicable Ginnie Mae Handbooks and Policies and policies now and in the future - http://www.ginniemae.gov
7)GAO directives
8)Federal Financial Manager Integrity Act (FFMIA)

C. Maintain SA&A standards in accordance with guidance published by NIST. An independent SA&A will be performed by Ginnie Mae on Ginnie Mae Systems during the period of performance of this contract. The Contractor shall complete the SA&A for applications and databases that the contractor is responsible for, within the first six (6) month time period after the award of the contract, as applicable, and again at the expiration of the SA&A and to include any revisions or updates.
D. Follow the Department of Housing and Urban Development's (HUD's) Project Planning and Management (PPM) Life Cycle and industry best practices in the analysis, design, development, testing and implementation of proposed new systems and/or the enhancement to existing systems.
E. Review and update system documentation to ensure accuracy, compliance and completeness. Reviews and revisions to be completed and delivered to Ginnie Mae quarterly, or in conjunction with Production deployments.
F. Contractor will prepare its security plan as part of its demonstration that it meets the requirements for SA&A per the applicable requirements from HUD, OMB, NIST, etc., which will require the preparation of several related documents, including but not limited to:

1)FIPS 199/200 Security Categorization Analysis;
2)SP-800 Security Controls Self-Assessment;
3)Application and Database venerability scans;
4)Business Impact Assessment;
5)Privacy Impact Assessment;
6)Create System Security Plan, Risk Assessment, Application Architecture, COOP and Contingency Plans, Quality Control Plan, ST&E Plan and other relevant SA&A supporting documentation for each new application;
7)(Security Self-Assessment Reports) (formerly ST&E Testing - artifacts gathering and smoke testing of application and database related applicable security controls);
8)(Security Self-Assessment Reports) (formerly ST&E Report);
9)Remediation of application and database related POA&M's; and
10)Accreditation Documentation.

G. Each mixed or financial system that the contractor manages, develops, modifies, enhances, releases and/or upgrades will be assessed under the Federal Information System Controls Audit Manual (FISCAM) methodology that include control families for both General Computer and Business Process Application controls:

1)General Controls:
a.Security Management
b.Access Controls
c.Configuration Management
d.Segregation of Duties
e.Contingency Planning

2)Business Process Application Controls:
f.Application Security
g.Business Process Controls
h.Interfaces
i.Data Management

H. Each mixed or financial system that the contractor manages, develops, modifies, enhances, releases and/or upgrades must comply with identified OMB A-123 Appendix A. "Management's Responsibility for Internal Control", and Appendix D (Compliance with the Federal Financial Management Improvement Act of l996) key controls; and the Federal Information Security Management Act of 2002 (FISMA) to include:

1)National Institute of Standards and Technology Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations, Revision 4 (NIST SP 800-53, Rev. 4);
2)NIST SP 800-18 Rev. 1 - Guide for Developing Security Plans for Federal Information Systems;
3)NIST SP 800-23 - Guidelines to Federal Organizations on Security Assurance and Acquisition/Use of Tested/Evaluated Products;
4)NIST SP 800-30 Rev. 1 - Guide for Conducting Risk Assessments;
5)NIST SP 800-34 Rev. 1 - Contingency Planning Guide for Federal Information Systems;
6)NIST SP 800-37 Rev. 1 - Guide for Applying the Risk Management Framework to Federal Information Systems;
7)NIST SP 800-47 - Security Guide for Interconnecting Information Technology Systems
8)NIST SP 800-53A Rev. 1 - Guide for Assessing the Security Controls in Federal Information Systems and Organizations, Building Effective Security Assessment Plans;
9)NIST SP 800-59 - Guideline for Identifying an Information System as a National Security System;
10)NIST SP 800-60 Rev. 1 - Guide for Mapping Types of Information and Information Systems to Security Categories;
11)NIST SP 800-84 - Guide to Test, Training, and Exercise Programs for IT Plans and Capabilities; and
12)Federal Information Processing Standards (FIPS) 199/200 - Security Categorization Analysis.

I. Ginnie Mae Office of Enterprise Data and Technology Solutions will have responsibility for maintaining the FISCAM-based mapping of security controls that will be required in order to maintain compliance with FISMA, OMB A-123, HUD, and Ginnie Mae security requirements.

1)The Contractor shall support and provide system security of applications and databases within the Contractor's control, to ensure availability, (1) confidentiality, and integrity of the Ginnie Mae data applications (e.g. maintaining access control, user identification, password protection and authentication, confidentiality of customer profiles and traffic, physical and personnel security required under this PWS). Provide SA&A support, including potential off cycle or unanticipated SA&A support, over the life of the contract.

J. The Ginnie Mae System Security Plans (Risk Assessment, Incidence Response Plan and IT Contingency Plan) shall be reviewed and presented to Ginnie Mae's Chief Information Security Officer for approval.
K. The contractor shall provide and present to the Ginnie Mae's Chief Information Security Office on an annual basis, a Security Self-Assessment Report, the report is due no later than August 31st of each calendar year.
L. Plans of Action and Milestones shall be reviewed and updated on a quarterly basis and presented to the Ginnie Mae Chief Information Security Officer for review and approval.
M. Failure to adhere to the above NIST requirements that are within the Contractor's control, could result in penalties, to include a contract performance stop-work order until compliance can be demonstrated. Disregard of these NIST requirements could also lead to other criminal, civil, administrative, or contract penalties, including:

'Breach of Contract damages
'False Claims Act damages

'Liquidated Damages
'Termination for Default
'Termination for Convenience
'Poor Past Performance
'Suspension/debarment

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$51,183,989.00**	**$51,183,989.00**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[redacted] Exemption 6		Daniel R Miller (703) 605-3198	
15B. CONTRACTOR/OFFEROR [redacted] Exemption 6 (Signature of person authorized to sign)	15C. DATE SIGNED 09/13/2018	16B. UNITED STATES OF AMERICA Daniel R Miller (Signature of person authorized to sign)	16C. DATE SIGNED 09/13/2018

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P O 008	3.EFFECTIVE DATE 08/21/2018	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Reva Hutchinson (202) 708-8100		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: A. Amount Change	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 04/11/2018 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☑ **OTHER (Specify type of modification and authority)**
FAR 52.217-9 Option to Extend the Term of the Contract

E.IMPORTANT: Contractor IS NOT required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 08/13/2018	Proposal Dated: 08/20/2018	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2019	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4
1001	Option Year 1 LH				Exemption 4
1002	Option Year 1 FFP				Exemption 4
1003	Option Year 1 Travel				Exemption 4
1004	Option Year 1 ODC				Exemption 4
1005	Option Year 1 Contract Access Fee				Exemption 4

The purpose of this modification is to:

1) Exercise Option Period I under CLINs 1001-1005 in accordance with FAR Clause 52.217-9, Option to Extend the Term of the Contract;
2) Extend the period of performance to September 1, 2018 through August 31, 2019; and
3) Obligate funds to CLINs 1001-1005 in the total amount of $25,487,416.00. As a result of this modification, the total amount of this order is increased by $25,487,416.00 from $25,696,573.00 to $51,183,989.00.

All other terms and conditions shall remain unchanged.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$25,696,573.00**	**$51,183,989.00**	**$25,487,416.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Reva Hutchinson (202) 708-8100	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Reva Hutchinson (Signature of person authorized to sign)	16C. DATE SIGNED 08/21/2018
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P O 007	3.EFFECTIVE DATE 04/10/2018	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Reva Hutchinson (202) 708-8100		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: B. Administrative Change (No Funding or POP Date Changes)	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 03/14/2018 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

**13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☑ **OTHER (Specify type of modification and authority)**
FAR 52.212-4(c), Contract Terms and Conditions - Commercial Items

E.IMPORTANT: Contractor IS required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 04/10/2018	Proposal Dated: 04/10/2018	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2018	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4

The purpose of this bi-lateral no-cost modification (07) is to:

1) Exercise Optional CLIN 0009 - Conferences, Training, Facilitation. Funds were obligated on the order at award to exercise the optional CLIN. This modification authorizes the contractor to invoice for costs incurred under Optional CLIN 0009 not to exceed the total CLIN ceiling amount.

2) Revise the Deliverables Table in Section F - Deliverables of Performance per the attachment. Two (2) deliverables were removed and the frequency and/or due date for six other deliverables were revised based on changes to the Government's requirement.

As a result of this modification, the total amount of the order and all other terms and conditions remain unchanged.
This is not a close out modification.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$25,696,573.00**	**$25,696,573.00**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[redacted] Exemption 6		Reva Hutchinson (202) 708-8100	
15B. CONTRACTOR/OFFEROR [redacted] Exemption 6 (Signature of person authorized to sign)	15C. DATE SIGNED 04/11/2018	16B. UNITED STATES OF AMERICA Reva Hutchinson (Signature of person authorized to sign)	16C. DATE SIGNED 04/11/2018

NSN 7540-01-152-8070 Previous edition unusable	STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / P O 006	3.EFFECTIVE DATE 03/14/2018	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Reva Hutchinson (202) 708-8100		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: B. Administrative Change (No Funding or POP Date Changes)	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 02/06/2018 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

**13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☑ **OTHER (Specify type of modification and authority)**
FAR 52.212-4(c), Contract Terms and Conditions - Commercial Items

E.IMPORTANT: Contractor IS required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 03/13/2018	Proposal Dated: 03/13/2018	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2018	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4

The purpose of this bi-lateral no-cost modification (06) is to:

1) Revise the task order to change the dates in C.4.12.1(c) to correspond to the preceding paragraph and the deliverable table in F.3.

Section C.4.12.1(c) is changed FROM: "(c) Provide a draft SSAE 18 report including corrective action plan to the GTR by September 15th and a final report by September 30th of each year."

Section C.4.12.1(c) is changed TO: "(c) Provide a draft SSAE 18 report including corrective action plan to the GTR by August 15th and a final report by August 30th of each year."

As a result of this modification, the total amount of this order and period of performance dates remain the same. This is not a Close out Modification.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change

the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$25,696,573.00**	**$25,696,573.00**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[redacted] Exemption 6		Reva Hutchinson (202) 708-8100	
15B. CONTRACTOR/OFFEROR [redacted] Exemption 6 (Signature of person authorized to sign)	15C. DATE SIGNED 03/14/2018	16B. UNITED STATES OF AMERICA Reva Hutchinson (Signature of person authorized to sign)	16C. DATE SIGNED 03/14/2018

NSN 7540-01-152-8070 Previous edition unusable	STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / A O 005	3.EFFECTIVE DATE 02/05/2018	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Reva Hutchinson (202) 708-8100		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: A. Amount Change	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 10/23/2017 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☑ **OTHER (Specify type of modification and authority)**
FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items

E.IMPORTANT: Contractor IS required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 01/29/2018	Proposal Dated: 01/30/2018	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2018	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4

The purpose of this modification is to realign funds from Task 007-Major Enhancements to Task 006- Operations & Maintenance (O&M) [redacted] Exemption 4 Exemption 4

[redacted] Exemption 4 Exemption 4 Exemption 4 Exemption 4 Exemption 4 Exemption 4 Exemption 4 Exemption 4 Exemption 4 Exemption 4 Exemption 4

[redacted] Exemption 4
[redacted] Exemption 4
[redacted] Exemption 4
[redacted] Exemption 4
[redacted] Exemption 4
[redacted] Exemption 4

(2) Section C.4.11 is revised to include the following paragraph:

C.4.11(e) Other Direct Costs (ODC's) when approved by the Government and incurred by the Contractor, in performance of tasks associated with this task order will be reimbursed by the government. The Contractor shall obtain prior written approval from the GTR for purchases above the Simplified Acquisition Threshold (> $250K). ODC's include, but are not limited to, materials (not related to Development Modernization and Enhancements (DME), supplies, printing/binding/shipping, conference call support, etc. Only actual costs for ODCs that are supported with sufficient detail for the Government to verify that costs are reasonable and in performance of tasks will be reimbursed.

The total amount of the order is not changed as a result of this modification. This is not a close out modification.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$25,696,573.00**	**$25,696,573.00**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[redacted] Exemption 6		Reva Hutchinson (202) 708-8100	
15B. CONTRACTOR/OFFEROR [redacted] Exemption 6 (Signature of person authorized to sign)	15C. DATE SIGNED 02/06/2018	16B. UNITED STATES OF AMERICA Reva Hutchinson (Signature of person authorized to sign)	16C. DATE SIGNED 02/06/2018

NSN 7540-01-152-8070
Previous edition unusable

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Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / A 004	3.EFFECTIVE DATE 10/23/2017	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Reva Hutchinson (202) 708-8100		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: B. Administrative Change (No Funding or POP Date Changes)	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 10/18/2017 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

**13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☑ **OTHER (Specify type of modification and authority)**
FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items

E.IMPORTANT: Contractor IS NOT required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 10/20/2017	Proposal Dated: 10/20/2017	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2018	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4

The purpose of this modification is to exercise Optional CLIN 0010 - Special Projects. Funds were obligated at task order award to exercise the option. The contractor is authorized to invoice for costs incurred under Optional CLIN 0010 not-to-exceed the total CLIN ceiling amount.

This is not a close out modification.

The total amount of the order is not changed as a result of this modification.

All other terms and conditions remain unchanged.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to

the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$25,696,573.00**	**$25,696,573.00**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Reva Hutchinson (202) 708-8100	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Reva Hutchinson (Signature of person authorized to sign)	16C. DATE SIGNED 10/23/2017
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / A 003	3.EFFECTIVE DATE 10/17/2017	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Reva Hutchinson (202) 708-8100		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: B. Administrative Change (No Funding or POP Date Changes)	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 10/04/2017 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☑ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ **OTHER (Specify type of modification and authority)**

E.IMPORTANT: Contractor IS required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 10/16/2017	Proposal Dated: 10/16/2017	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2018	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4

The purpose of this administrative modification (03) is to:

1) Change the language in section B.5 Time-and-Material/Labor-Hour effort to read:

The Contractor may re-allocate the number of hours by labor category across the labor hour CLINs as needed to effectively manage the project, provided the total funded labor cost and total labor hours are not exceeded. Any additional labor categories or increases to total hours or increases to ceilings required during performance must be approved by the Contracting Officer (CO) and added to the TO by modification.

All other terms and conditions remain unchanged.

This is not a close out modification.

The total amount of the order is not changed as a result of this modification.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice

submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$25,696,573.00**	**$25,696,573.00**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[redacted] Exemption 6		Reva Hutchinson (202) 708-8100	
15B. CONTRACTOR/OFFEROR [redacted] Exemption 6 (Signature of person authorized to sign)	15C. DATE SIGNED 10/18/2017	16B. UNITED STATES OF AMERICA Reva Hutchinson (Signature of person authorized to sign)	16C. DATE SIGNED 10/18/2017

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / O 002	3.EFFECTIVE DATE 10/04/2017	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Reva Hutchinson (202) 708-8100		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: B. Administrative Change (No Funding or POP Date Changes)	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 09/14/2017 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☑ **OTHER (Specify type of modification and authority)**
FAR 52.212-4 (c) Contract Terms and Conditions - Commercial Items

E.IMPORTANT: Contractor IS NOT required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 10/04/2017	Proposal Dated: 10/04/2017	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2018	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4

The purpose of this modification is to:

[redacted] Exemption 4

2) The following discontinued reports are deleted from Section F.3 Deliverables:

- Deliverable #50: Quarterly Issuers Receiving Disciplinary Letter for Uninsured Loans Reporting (PWS C.4.3.7)
- Deliverable #51: Monthly Status Update on Loans with NC/NC Loan Insurance Matching Status by Issuers Receiving Disciplinary Letters Reporting (PWS C.4.3.7)
- Deliverable #53: Quarterly Issuers Receiving Disciplinary Letter Regarding Loans with MT Insurance Status Reporting (PWS C.4.3.7)
- Deliverable #54: Status Update on Loans with Loan Insurance Status of MT for Issuers Receiving Disciplinary Letters Reporting (PWS C.4.3.7)
- Deliverable #79: Monthly Loan Origination Payment History by Program Reporting (PWS C.4.5.2)

The total amount of the order is not changed as a result of this modification.

All other terms and conditions remain unchanged.

This is not a close out modification.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$25,696,573.00**	**$25,696,573.00**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Reva Hutchinson (202) 708-8100	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Reva Hutchinson (Signature of person authorized to sign)	16C. DATE SIGNED 10/04/2017

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11170009 / O 001	3.EFFECTIVE DATE 09/07/2017	4.REQUISITION/PURCHASE REQ.NO. A21296262	5.PROJECT NO. (if applicable)	
6. ISSUED BY GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100		7. ADMINISTERED BY (If other than Item 6) Reva Hutchinson (202) 708-8100		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0018 / GSQ1117BJ0043 TYPE OF MODIFICATION: B. Administrative Change (No Funding or POP Date Changes)	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 11) 08/11/2017 12:00 AM	

11.THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
285F . Q11FA000 . AA20 . 25 . AF151 . H08 . . .

**13.THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☑ **OTHER (Specify type of modification and authority)**
FAR 52.212-4 Contract Terms and Conditions ¿ Commercial Items

E.IMPORTANT: Contractor IS required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED: 09/07/2017	Proposal Dated: 09/07/2017	Order ID: ID11170009
PERFORMANCE PERIOD FROM: 09/01/2017	PERFORMANCE PERIOD TO: 08/31/2018	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT	
0001	Base Year LH	[redacted]			Exemption 4
0002	Base Year FFP				Exemption 4
0003	Base Year Travel				Exemption 4
0004	Base Year ODC				Exemption 4
0005	Contract Access Fee				Exemption 4

The purpose of this modification is to:

[redacted] Exemption 4

2) Correct the body of the SF1449 dated August 11, 2017, to change Task 6 - Operations, Maintenance and Minor Enhancements to a required CLIN rather than an optional CLIN; and

3) Incorporate by reference TOR Sections B - J, as amended.

The total amount of the order is not changed as a result of this modification.

This is not a close out modification.

All other terms and conditions remain unchanged and in full force and effect.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$25,696,573.00**	**$25,696,573.00**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[redacted] Exemption 6		Reva Hutchinson (202) 708-8100	
15B. CONTRACTOR/OFFEROR [redacted] Exemption 6 (Signature of person authorized to sign)	15C. DATE SIGNED 09/13/2017	16B. UNITED STATES OF AMERICA Reva Hutchinson (Signature of person authorized to sign)	16C. DATE SIGNED 09/14/2017

NSN 7540-01-152-8070 Previous edition unusable	STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30.*			1. REQUISITION NUMBER A21296262	PAGES 1 OF (1) PAGE(S)
2. CONTRACT NO. GS00Q09BGD0018	3. AWARD/EFFECTIVE DATE 08/11/2017	4. ORDER NUMBER GSQ1117BJ0043	5. SOLICITATION NUMBER ID11170009	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME John Lambert		b. TELEPHONE NUMBER *(No Collect Calls)* 202-969-5605	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY	10. THIS ACQUISITION IS	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS
GSA Region 11 Reva Hutchinson 301 7th Street, SW Room 6109 Washington DC, DC 20407-0000 United States (202) 708-8100	☑ UNRESTRICTED ☐ SET ASIDE: % FOR ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ 8(A) NAICS: SIC: 541512 SIZE STANDARD: $27.5 Million	Destination ☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION RFP	NET 30 DAYS / 0.00 % 0 DAYS / 0.00 % 0 DAYS

15. DELIVER TO	16. ADMINISTERED BY
Victoria Vargas 550 12th Street, SW Washinton, DC 20024-0000 United States 202-475-4975	Reva Hutchinson (202) 708-8100
17a. CONTRACTOR/ OFFEROR [redacted] Exemption 6 DELOITTE CONSULTING LLP 1919 North Lynn Street Arlington , VA 22209 United States [redacted] Exemption 6	18a. PAYMENT WILL BE MADE BY General Services Administration (FUND) The contractor shall follow these Invoice Submission Instructions. The contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. For additional assistance contact the ASSIST Helpdesk at 877-472-4877. Do NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).
17b. ☐ CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
ITEM NO.	TASK ITEM DESCRIPTION		PREVIOUS MOD AMT	MOD CHANGE AMT	NEW MOD AMT	
0001	Base Year LH		[redacted]			Exemption 4
0002	Base Year FFP					Exemption 4
0003	Base Year Travel					Exemption 4
0004	Base Year ODC					Exemption 4
0005	Contract Access Fee					

1. This award is in support of the Department of Housing and Urban Development (HUD), Government National Mortgage Association (Ginnie Mae), for Mortgage Backed Securities Operations and Analytics (MBSOA) services. Exemption 4

Deloitte's technical and price proposal dated [redacted] submitted in response to solicitation ID11170009 are accepted as to all items. Exemption 4

2. The period of performance will be a 1-year base period with four (4), 1-year option periods.

Base: 09/1/2017 - 08/31/2018
Option Period 01: 09/1/2018 - 08/31/2019
Option Period 02: 09/1/2019 - 08/31/2020
Option Period 03: 09/1/2020 - 08/31/2021
Option Period 04: 09/1/2021 - 08/31/2022

The ceiling value of this Task Order is $123,394,087.00, if all options are exercised.

3. Funds are obligated to the base year on a FFP and labor hour basis as follows:
CLIN 0001 Task 1 Transition Services (transition-In) [redacted] Exemption 4
CLIN 0001AA Subtask (Optional) - Enhancements during transition [redacted] Exemption 4
CLIN 0002 Task 2 - Project management [redacted] Exemption 4
CLIN 0003 Task 3 - Data collection & reporting [redacted] Exemption 4
CLIN 0004 Task 4 - SCRA Qualification & Reimbursement [redacted] Exemption 4
CLIN 0005 Task 5 - Risk and information analytics [redacted] Exemption 4
CLIN 0011 Task 11- Travel [redacted] Exemption 4
CLIN 0012 Task 12 - Audit, Other Reviews [redacted] Exemption 4
CLIN 0012AA Task 12A - SSAE 18 [redacted] Exemption 4
CLIN 0013 Task 13 - Other Direct Costs [redacted] Exemption 4

(Licenses & Data Subscription)
CLIN 0014 Contract Access Fee [redacted] Exemption 4
---Optional Tasks----
CLIN 0006 Task 6 - Research and Analytics (Optional) [redacted] Exemption 4
CLIN 0007 Task 7 - Major enhancements (Optional) [redacted] Exemption 4
CLIN 0008 Task 8 - Testing & Capabilities Management (Optional) [redacted] Exemption 4
CLIN 0009 Task 9 - Conference, training, facilitation (Optional) [redacted]
CLIN 0010 Task 10 - Special Projects (Optional) [redacted] Exemption 4

Total Base Year obligated amount: $25,696,573.00

NOTE: The total base year obligated amount includes Optional CLINs 0007, 0008, 0009 and 0010. However, the Government is not committed to exercise the Optional CLINs. If the option(s) is exercised by the Government, it will be accomplished via a unilateral written modification. The contractor shall not invoice against the Optional CLIN(s) unless authorized by the Contracting Officer via a written modification to the task order.

The total amounts for the option periods are as follows:
Option Year 1 $25,487,416.00
Option Year 2 $25,632,302.00
Option Year 3 $25,811,405.00
Option Year 4 $20,766,391.00

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
285F.Q11FA000.AA20.25.AF151.H08...	$25,696,573.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 and 52.212-5 ARE ATTACHED. ADDENDA ATTACHED.

☑ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDAN ATTACHED.

28. CONTRACTOR IS NOT REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. ☐ CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT: REFERENCE ID11170009 OFFER DATE 5/31/2017. 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)* Reva Hutchinson	
30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)* Reva Hutchinson (202) 708-8100	31c. DATE SIGNED 8/11/2017
32a. QUANTITY IN COLUMN 21 HAS BEEN		32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE
32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS 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		38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER GSA Finance Customer Support 816-926-7287	41c. DATE	42b. RECEIVED AT *(Location)* 42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS
AUTHORIZED FOR LOCAL REPRODUCTION		SEE REVERSE SIDE FOR OMB CONTROL NUMBER AND PAPERWORK BURDEN STATEMENT	**STANDARD FORM 1449** (REV. 4-2002) Prescribed by GSA - FAR (48 CFR) 53.212

TASK ORDER

Mortgage-Backed Securities Operations & Analytics (MBSOA)

In support of:

The Government National Mortgage Association (Ginnie Mae)

Issued by:
The General Services Administration (GSA)
National Capital Region (NCR)
Federal Acquisition Service (FAS)
Contracting Division
301 7th Street, SW, Rm. 6109
Washington DC, 20407

NCR Project Number ID11170009

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL DESCRIPTION

The Contractor shall perform the effort required by this task order (TO) on a Firm Fixed Price (FFP) and Labor Hour (LH) basis. The work shall be performed in accordance with all sections of this task order and the Contractor's Basic Alliant Contract, under which the resulting TO will be placed. An acronym listing to support this Task Order Request (TOR) is included in Attachment B.

B.2 CONTRACT ACCESS FEE

The General Services Administration's (GSA) operating costs associated with the management and administration of the basic contract is recovered through a Contract Access Fee (CAF). The amount of the CAF is ¾ % (i.e., (.0075)) of the total price/cost of contractor performance. This TO shall have a separate Contract Line Item Number (CLIN) to cover this access fee, and this CAF shall be obligated at TO award. The CAF is capped at $100,000 per order year.

B.3 ORDER PRICING

The following abbreviations are used in this price table:

CLIN	Contract Line Item Number
FFP	Firm Fixed Price
LH	Labor Hours
ODC	Other Direct Costs
NTE	Not to Exceed

Task	Base Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Total Price
Task 1 – Transition Services (Transition-In/Out)	[redacted]					
Optional Subtask 1-A – Enhancements During Transition						
Task 2 – Project Management Core Responsibilities						
Task 3 – Data Collection & Reporting						
Task 4 – SCRA Qualifications & Reimbursements						
Task 5 – Risk & Information Analytics						
Task 6 – Operations, Maintenance & Minor Enhancements						
Task 7 Optional – Major Enhancements						
Task 8 Optional – Testing & Capability						
Task 9 Optional – Conferences & Training						
Task 10 Optional– Special Projects						
Task 12 – Audit, Other Reviews						
Subtask 12-A: SSAE 18						
Total FFP and LH CLINs						
Task 11 - Travel						
Task 13 - Other Direct Costs (ODCs)						
Total Price of Performance						
CLIN 0014 - Contract Access Fee						
Total Price including Contract Access Fee	**$25,696,573**	**$25,487,416**	**$25,632,302**	**$25,811,405**	**$20,766,391**	**$123,394,087**

Exemption 4

B.4 INDIRECT/MATERIAL HANDLING RATE

Travel and ODCs costs incurred may be burdened with the Contractor's indirect/material handling rate in accordance with the Contractor's basic contract. If no indirect/material handling rate is allowable in accordance with the Contractor's basic contract, no indirect/material handling rate shall be applied to or reimbursed on such costs.

B.5 TIME-AND-MATERIAL/LABOR-HOUR EFFORT

The Contractor may re-allocate, with prior written approval of the Contracting Officer's Representative (COR), the number of hours by labor category within the labor CLIN as needed to effectively manage the project, provided the total funded labor cost and total hours are not exceeded. Any additional labor categories or increases to total hours or increases to ceilings required during performance must be approved by the Contracting Officer (CO) and added to the TO by modification.

B.6 DIRECT LABOR RATES

Labor categories proposed shall be mapped to existing Alliant Contract labor categories.

The Contractor must propose labor categories and hourly rates that are contained within its Alliant contract, at fully burdened rates that do not exceed the benchmark rates established for each particular labor category in its Alliant contract. In other words, for the purposes of this Task Order the labor rates shall not exceed the benchmark rates.

SECTION C – PERFORMANCE BASED STATEMENT OF WORK

C.1 BACKGROUND

The Government National Mortgage Association's (Ginnie Mae) Mortgage Backed Securities (MBS) programs include Single Family, Multifamily, Manufactured Housing, Home Equity Conversion Mortgages (HECM) and Multiclass securities. These programs help to channel funds from the nation's capital markets into the housing market. The U.S. Government's full faith and credit guarantee makes MBS securities widely acceptable to capital markets investors which choose to invest in primary mortgages because of the guarantee. Ginnie Mae guarantees the registered holder of the securities the timely payment of scheduled monthly principal and interest payments, loan prepayments and early recoveries of principal on the underlying mortgages. Issuers that receive funds through the sale of MBS securities can use the capital to make additional residential and other types of mortgage loans. Through this process, the MBS program increases the overall supply of credit available for housing and helps to ensure that credit is available at reasonable interest rates.

C.1.1 PURPOSE

Ginnie Mae requires a Contractor to support the Agency's work to administer its single class and multiclass MBS programs and to ensure the smooth functioning of MBS markets. Ginnie Mae requires services that support the MBS operations; data collection; reporting; applications maintenance; enhancements; risk plus information analytics; and risk assessment activities needed to run Ginnie Mae's MBS programs.

C.1.2 AGENCY MISSION

Ginnie Mae guarantees that investors in bonds guaranteed by its programs will receive the timely payment of principal and interest. Ginnie Mae is a wholly owned corporate instrumentality of the United States located within the Department of Housing and Urban Development (HUD). Its powers are prescribed by Title III of the National Housing Act, as amended (12 U.S.C. 1716 et seq.). Through its MBS programs, Ginnie Mae guarantees privately issued securities that are backed by pools of mortgages insured or guaranteed by the Federal Housing Administration (FHA), the Department of Veterans Affairs (VA), Rural Development (RD) of the U.S. Department of Agriculture (USDA), and HUD's Public and Indian Housing program (PIH). If borrowers fail to make timely payments on their mortgages, the Issuer of the MBS must make the timely payments to the registered holders, using the Issuer's own resources.

The Ginnie Mae MBS Program is governed by guaranty agreements entered into by Ginnie Mae and Issuers according to the terms of the Mortgage-Backed Securities Guide 5500.3, Rev. 1 (MBS Guide). The MBS Guide is available on Ginnie Mae's website at www.ginniemae.gov. Additional program information is available in Attachment A – Mortgage Backed Securities Overview. For a list of acronyms see Attachment B – Acronym Table.

C.2 SCOPE

The scope of the Mortgage Backed Securities Operations and Analytics (MBSOA) work to be performed under this Task Order (TO) include:

- Perform data collection, validation and reporting of the collateral held in Ginnie Mae's MBS programs; MBS data disclosure reporting; MBS regulatory and compliance monitoring and reporting;

- Provide state-of-the-art, innovative and robust web-based risk analysis tools and services to effectively manage risk. Perform risk analysis for Ginnie Mae's MBS loan, pools and securities portfolio across all program types; Issuer analysis of the companies and banks making the loans; analysis of Ginnie Mae's programs and products, and complete new Issuer applications;

- Provide operations and maintenance (O&M) services for Ginnie Mae's systems and applications; software enhancements; Help Desk support and data and quality assurance services with Ginnie Mae's MBS Pool Processing Agent/Central Paying and Transfer Agent (PPA/CPTA) contractor and other key business partners;

- Support the migration of existing applications as they move from the existing Managed Data Center Contractor to a new Infrastructure Consolidation contractor;

- Support and comply with Ginnie Mae's policies and federal regulatory requirements for IT security, Disaster Recovery (DR), Continuity of Operations (COOP);

- Provide conferences, training and facilitation services; technical advisory along with special project services, plus testing as well as capabilities management services; and

- Provide support for audits such as Statement on Standards for Attestation Engagements (SSAE) 18, Type II SOC I and SOC 2, Right to Audit, Federal Information Systems Controls Audit Manual (FISCAM), OMB A-123, and related reviews or audit support.

C.3 OPERATING ENVIRONMENT

C.3.1 OVERVIEW OF INTEGRATED SUPPORT SYSTEMS

Ginnie Mae and its Contractors operate in a highly integrated IT infrastructure and business process environment. Elements of the software used to support the MBSOA activities are hosted across several contractors. This requires a high degree of integration, collaboration and coordination between each party. The MBSOA Contractor shall provide the technical and collaborative skills necessary to operate as part of an integrated team including Integrated Project Teams.

C.3.1.1 DIVISION OF CONTRACTOR RESPONSIBILITIES

The MBSOA Contractor is responsible for operating and maintaining all applications necessary to support the services described in this TO. See Section C.5 for a list of the Government Furnished Applications and Source Code. In general, the Contractor will not be responsible for hosting applications. Applications and infrastructure will be provided by Ginnie Mae and hosted as described below.

The MBS Pool Processing Agent/Central Paying and Transfer Agent (PPA/CPTA) is responsible for the engineering, design, hosting, security, and operations and maintenance of the applications and infrastructure supporting the applications depicted in the infrastructure architecture in the Reading Room (see Section L.6). The Managed Data Center service provider is responsible for hosting. It shares responsibility with the MBSOA Contractor for the design, security, operations and maintenance of the applications as well as infrastructure. The responsibilities of the Managed Data Center service provider will remain constant between the current Managed Data Center contract and the new Infrastructure Consolidation contract.

	Contractor	**Responsibilities**
1	MBSOA Contractor	• Providing program management for 20 specific Ginnie Mae applications. • Operating and maintaining 20 Ginnie Mae applications. • Testing of applications or data.
2	Managed Data Center Contractor / Infrastructure Consolidation Contractor*	• Application hosting for specific Ginnie Mae applications. • Granting application access. • IT infrastructure.
3	Shared responsibility: MBSOA & Managed Data Center Contractor / Infrastructure Consolidation Contractor*	• Shared responsibilities for the design, security and operations and maintenance of the applications and infrastructure. • Any changes to Ginnie Mae environments must be coordinated through both parties. This work requires high levels of contractor collaboration.
4	The PPA/CPTA Contractor	• Engineering, design, hosting, security, and operations and maintenance of specific applications and infrastructure.

*The responsibilities of the Managed Data Center service provider will remain constant between the current Managed Data Center contract and the new Infrastructure Consolidation contract.

C.3.1.2 HOSTING

In general, in respect to the Reporting and Feedback System (RFS) modules listed below, in C.3.2 Descriptions of Applications and Databases, the front-end .NET or other application code is hosted at the current Managed Data Center and the back-end and reporting functionality such as Oracle databases, Informatica, Business Objects, UNIX scripting and Oracle Stored Procedures are hosted at the PPA/CPTA. The Ginnie Mae Enterprise Portal (GMEP 1.0) and the Secure FTP servers that support RFS are also hosted at the PPA/CPTA.

C.3.1.3 CONNECTIVITY TO THE MANAGED DATA CENTER OR CONSOLIDATED INFRASTRUCTURE

Ginnie Mae, in coordination with the Information Technology Consolidation Program and its related providers, will provide access via telecommunication line or VPN to systems for file transfers and interoperability between Ginnie Mae, Ginnie Mae's applications, and Ginnie Mae's business partners' telecommunication networks. The Infrastructure Consolidate Technology Program Contractor shall provide the physical infrastructure to support dedicated connectively such as routers, firewalls etc.

C.3.1.4 TROUBLE SHOOTING

The MBSOA Contractor shall work with Ginnie Mae's Infrastructure Consolidated Contractor for all IT-related monitoring and trouble-shooting activities as well as initiatives. Coordination and management will be provided by Ginnie Mae.

C.3.2 DESCRIPTION OF APPLICATIONS & DATABASES

The following Ginnie Mae applications perform all MBS operations, data collections, reporting, and risk and information analytics tasks in this TO:

RFS Data Collections & Reporting Applications: Ginnie Mae uses RFS applications to run its regular MBS data collections and reporting tasks including:	**RFS Risk & Information Analytics Applications:** Ginnie Mae uses RFS applications to perform MBS analytics and risk tasks including:
1. Contact Management (CM); 2. Custodial Account Verification System (CAVS); 3. Data Disclosure (DD) 4. E-Notification (EN); 5. HMBS Reporting and Administration (HRA); 6. Independent Public Accounting (IPA); 7. Matching and Suspense (MAS); 8. Pool Accounting & Exception Feedback (PAEF), Single and multifamily modules; 9. RFS Administration (ADMIN); 10. Service members' Civil Relief Act (SCRA); 11. Widely Held Fixed Investment Trust (WHFIT);	1. Corporate Watch (CW); 2. Data Analysis and Reporting Tool (DART); 3. Executive Dashboard (in the future) 4. Ginnie Mae Meta Data System (GEMS); 5. Ginnie Mae Operational Data Store (GMODS); 6. Ginnie Mae Portfolio Analysis Database (GPADS); 7. Issuer Operational Performance Profile (IOPP); 8. Master Subservicer Operational Reporting (MOR).

C.3.2.1 RFS FRONT-END & BACK-END HOSTING

RFS is used to support many MBSOA processes. The following core data reporting RFS applications/modules use the Managed Data Center for front-end hosting and utilize the PPA/CPTA for back-end functionalities hosting:

(a) Contact Management (CM);
(b) Custodial Account Verification System (CAVS);
(c) Data Disclosure (DD);

(d) E-Notification (EN);
(e) HMBS Reporting and Administration (HRA);
(f) Independent Public Accounting (IPA);
(g) Matching and Suspense (MAS);
(h) Pool Accounting & Exception Feedback (PAEF), Single and multifamily modules;
(i) RFS Administration (ADMIN;
(j) Service members' Civil Relief Act (SCRA), and
(k) Widely Held Fixed Investment Trust (WHFIT).

C.3.2.2 RFS FULLY HOSTED AT THE MANAGED DATA CENTER

The following other RFS modules, applications and Operational Data Stores are hosted at the current Managed Data Center:

(a) Corporate Watch (CW);
(b) Data Analysis and Reporting Tool (DART);
(c) Executive Dashboard (in the future).
(d) Ginnie Mae Meta Data System (GEMS);
(e) Ginnie Mae Operational Data Store (GMODS)
(f) Ginnie Mae Portfolio Analysis Database (GPADS);
(g) Issuer Operational Performance Profile (IOPP);
(h) Master Subservicer Operational Reporting (MOR);

In general, in respect to items (a) through (h), above, all of the application code, plus back end and reporting functionality such as Informatica, Business Objects, and databases for these applications, are hosted at the current Managed Data Center. Ginnie Mae will have them consolidated to the new Infrastructure Consolidation program in a manner to be determined by the outcome of the award of the Ginnie Mae Infrastructure Consolidation contract.

C.3.2.3 SALESFORCE

Ginnie Mae leverages the Salesforce.com platform to provide workflow and decision management capabilities such as new Issuer applicant review, Issuer management, and various approval, governance and administration functions. There are interfaces between Salesforce.com and Ginnie Mae applications that are hosted by the PPA/CPTA and the MBSOA. Additionally, the MBSOA utilizes Informatica Extract Transform and Load, Application Programming Interfaces and CipherCloud.

C.3.2.4 EWODS

The Enterprise Wide Operational Data Store (EWODS) is an Oracle relational database that stores transaction processing data which is sourced from various Ginnie Mae applications such as the Integrated Pool Management System (IPMS) and GinnieNET, both of which are operated and maintained by the PPA/CPTA, and RFS which is operated and maintained by the MBSOA. Conceptually, EWODS is the repository of data that is collected and shared across the Ginnie Mae enterprise and multiple contractors. Generally speaking, data necessary to support the activities performed by the MBSOA will be sourced from, or loaded into EWODS and often shared across various database tables and other data repositories.

C.3.2.4.1 OLTP

Ginnie Mae's databases are in the process of being restructured into Online Transaction Processing (OLTP) databases that will support various data warehouses and reporting data marts also under development. References to "EWODS" are intended to include OLTP databases when transitioned.

C.3.2.5 INFORMATICA

Informatica is used to manage the transfer of data across Ginnie Mae's environments. Installations of Informatica hosted at the PPA/CPTA interact with applications and databases utilized by the MBSOA Contractor and are operated and maintained by the PPA/CPTA. Additional installations of Informatica are hosted at Ginnie Mae's current Managed Data Center and operated and maintained by the existing MBSA contractor. When Informatica is migrated to Ginnie Mae's new Infrastructure Consolidation contract, the MBSOA Contractor will provide testing and validation support.

C.3.2.6 BOBJ

SAP Business Objects (BOBJ) is used to support RFS PAEF and other software such as IOPP, MOR and DART. There are installations of BOBJ at the PPA/CPTA that are operated and maintained by the PPA/CPTA that support functionality performed by the MBSOA Contractor, for example populating various EWODS tables and transferring other data necessary to support this PWS. There are also installations of BOBJ at Ginnie Mae's current Managed Data Center that are operated and maintained by the existing MBSA contractor. When BOBJ is migrated to Ginnie Mae's new Infrastructure Consolidation contract the MBSOA Contractor will provide testing and validation support.

C.3.2.7 GINNIE MAE META DATA SYSTEM (GEMS)

GEMS provides a dynamic view of applications' metadata, including the original source of data elements, the business rules applied to a data element, and the latest refresh date of each data element. Ginnie Mae uses the tool to capture the results of data integration routine activity and outputs, affording Ginnie Mae the ability to leverage the tool's functionality in certifying mission critical data.

C.3.2.8 GINNIE MAE OPERATIONAL DATA STORE (GMODS)

GMODS is a collection of tables that are the point of integration of upstream data feeds from the IPMS, RFS, Master Subservicer (MSS) systems, disclosure files, and external publicly available sources. GMODS sources downstream data marts for applications such as the DART, Executive Dashboards, and the Master Subservicer Operational Reporting (MOR) Tool.

C.3.3 INFRASTRUCTURE CONSOLIDATION

Historically, Ginnie Mae's IT and telecommunications infrastructure has been hosted by a third

party Managed Data Center Contractor and the PPA/CPTA Contractor. The systems supported by the Managed Data Center Contractor and the PPA/CPTA Contractor are tightly integrated. Ginnie Mae has scheduled these services to be transitioned to a new Infrastructure Consolidation contract as part of the Ginnie Mae Infrastructure Consolidation program. The first phase of this program is migrating services from the current Managed Data Center contract to the new Infrastructure Consolidation contract. This contract could potentially be with another service provider, or at another environment within the existing Managed Data Center service provider. The second phase of the program will be to migrate the services hosted by the PPA/CPTA to the new Infrastructure Consolidation contract. The timing of the first phase of data center migration is tentatively scheduled to begin in summer 2017. Ginnie Mae has not yet determined the timing of the second data center migration phase. See Section C.4.8 Optional Task Eight – Testing and Capabilities Management for information about the MBSOA Contractor's role in migration.

The MBSOA Contractor will be required to sustain ongoing production operations during each data center transition that takes place during the infrastructure consolidation process. The MBSOA Contractor will be required to provide technical and operational support such as the testing of application and parallel processing testing services to assist in the transition.

Until the migration to the new Consolidated Infrastructure is complete, there are several entities that will provide the IT Infrastructure services for the business applications and databases related to this TO. For example, the MBSOA Contractor will access the Managed Data Center and Consolidated Infrastructure services to operate and maintain the Ginnie Mae business applications and databases related to this TO. The MBSOA Contractor will access PPA/CPTA systems to perform others tasks.

C.3.4 Ginnie Mae Definitions & Terminology

The ever evolving nature of capital financial markets requires Ginnie Mae to continuously adapt, update, and change its internal work requirements, processes, and procedures. As markets evolve, Ginnie Mae must undertake minor and major changes in order to continue operating in the market. The following definitions and terms are used to define the types of services Ginnie Mae uses for flexibility in responding to market changes.

C.3.4.1 Minor Enhancements versus Major Enhancements

(a) Continuous Improvements

Ginnie Mae must implement continuous business, process, system, and application improvements in a cost effective manner. Ginnie Mae proactively seeks improvements to save money, to improve performance, or for any other purpose which presents a service advantage to Ginnie Mae. Both Ginnie Mae and the MBSOA Contractor may propose and, when necessary, develop improvements related to the services provided under this TO. To implement improvements in a cost effective manner, all improvements are divided between Minor Enhancements and Major Enhancements based on the number of labor hours each requires.

(b) Minor Enhancements - Improvements Requiring Less Than 500 Hours

A Minor Enhancement is defined as any business, process, service or technology improvement that will take the Contractor less than 500 labor hours to implement. The Contractor should use its existing staff to propose and implement Minor Enhancements. All Minor Enhancements are covered under Section C.4.6 Task Six – Operations & Maintenance as Firm Fixed Priced (FFP) services required by this TO. On average, Ginnie Mae undertakes six (6) Minor Enhancements to applications per month, not to exceed 25 per quarter.

(c) Major Enhancements - Corrective, Adaptive and other Improvements Requiring Greater than 500 Hours

A Major Enhancement is defined as any business, process, service, or technology improvement; including corrective, adaptive and other technology improvements; which will take the Contractor more than 500 labor hours to develop and implement. Ginnie Mae recognizes that the Contractor may need additional staffing or expertise to develop and implement Major Enhancements. All Major Enhancements are covered under Section C.4.7 Optional Task Seven – Enhancements as Labor Hour (LH) services. A maximum of eight (8) Major Enhancements will be undertaken per year under the MBSOA task order. Development of new systems and solutions are outside the scope of this TO.

C.3.4.2 Technical Advisory Services versus Special Project Work

(a) Technical Advisory Requests

Technical advisory services are defined as simple requests, queries, reporting, and research work the Contractor performs as part of the regular operations and reporting requirements. The Contractor can perform this work without adding to existing staff. The information the Contractor needs to complete this work is available in the public domain or in the existing systems and applications the Contractor regularly uses to fulfill the TO requirements. Some of this work will be to pull historical information from applications. To complete this work, the Contractor does not need to undertake project development activities or receive a detailed project description from Ginnie Mae. All technical advisory work is covered under the relevant FFP services required by this TO.

(b) Special Projects

(1) Special Projects are defined as more complex services that require specialized subject matter expertise, expert advice, or unique information to complete this work. Forty (40) special projects are expected each year of varying size and complexity.

(i) Specialized Subject Matter Expertise: A person or entity that is an authority in a particular area or topic. For example, Ginnie Mae may need a subject matter expert with in-depth knowledge of the MBS securities market.

(ii) Expert Advice: Advice or guidance based on experience and technical knowledge of Ginnie Mae's programs, applications, policies, processes and procedures.

(iii) Unique Information: External information that is not provided through Ginnie Mae's data feeds, internal applications or systems. For example, in-depth mathematical, modeling, market research, and sector analysis all require unique information.

(2) The Contractor may need to access outside resources, information, or expertise to complete Special Projects. The Contractor may also need to undertake project development activities and or receive a detailed project description from Ginnie Mae. All work performed under Special Projects is covered under Section C.4.10 Optional Task Ten - Special Projects as Labor Hour services required by this TO. Ginnie Mae will provide the Contractor with guidance on the performance of the Special Projects. Such guidance shall not be of a nature which:

(i) Causes the Contractor to perform work outside the PWS or specifications of the TO;
(ii) Constitutes a change as defined in FAR 52.243 1;
(iii) Causes an increase or decrease in the cost of the task order;
(iv) Alters the period of performance or delivery dates; or
(v) Changes any of the other express terms or conditions of the task order.

C.3.4.3 Document Support

Document support is defined as the documentation that supports the running, improving, and training for all services required by this TO. Ginnie Mae expects the MBSOA Contractor to document, update and provide the standard operating procedures, user manuals, reference materials, application related documents, diagrams, presentations, or online help for the services covered by this TO. All document support activities are covered under the relevant FFP services required by this TO, except when working on a Special Project or Major Enhancement. The document support for Special Projects and Major Enhancements is covered under the relevant Labor Hour services required by this TO.

C.4 TASK OVERVIEW

Task 1 – Transition Services
Subtask 1A – Enhancements During Transition (Optional)
Task 2 – Program Management Core Responsibilities
Task 3 – Data Collection and Reporting
Task 4 – SCRA Qualifications and Reimbursements
Task 5 – Risk and Information Analytics
Task 6 – Operations and Maintenance
Task 7 – Enhancements (Optional)
Task 8 – Testing and Capabilities Management (Optional)
Task 9 – Conferences, Training and Facilitation (Optional)
Task 10 – Special Projects (Optional)
Task 11 – Other Direct Costs and Ancillary Services

Task 12 – Audit, Other Reviews and Support

C.4.1 TASK ONE - TRANSITION SERVICES

C.4.1.1 TRANSITION- IN (FFP CLIN)

The Contractor shall perform all necessary steps to transition services under this task order. The contractor shall ensure that there will be minimum service disruption to vital Government business and no service degradation during and after transition. All transition activities will be completed 6 months after the start date of the order. Transition activities consist of the program management, coordination and execution of all activities necessary to provide uninterrupted and continuing MBSOA services to including the following:

(a) Participate in planning sessions with Ginnie Mae and the prior Contractor and provide updates to its transition plan(s) to address any specific changes as a result of these discussions.
(b) Observe or "shadow" the performance of all activities performed under this TO.
(c) Complete an inventory of all systems documentation and operations manuals within 45 calendar days after task order start. Bring to Ginnie Mae's attention any potential gaps so that any deficiencies can be addressed prior to completion of the transition period.
(d) Work with Ginnie Mae to develop and finalize the reports and deliverables for this TO not to exceed 75 reports in the base year.
(e) Coordinate with the incumbent MBSA Contractor to complete the necessary forms for Ginnie Mae to grant the new Contractor the applicable access rights to the systems and related applications needed to support the requirements and tasks in this TO.
(f) Establish an account at Iron Mountain. (Hard copy documents are currently stored by the incumbent MBSA Contractor at Iron Mountain.) Coordinate with Ginnie Mae and the incumbent MBSA Contractor to inventory and transition all documents and records, including the incumbent MBSA Contractor's hard or soft copy documents, electronic records repository, plus on-site and off-site records storage.
(g) Coordinate with Ginnie Mae and the incumbent MBSA Contractor to transfer to the new MBSOA Contractor any data subscriptions or software licenses that may be necessary to perform the activities set forth in this TO.
(h) Provide Ginnie Mae with any documentation support needed during the transition-in period.
(i) Provide Ginnie Mae with Disaster Recovery test reporting.
(j) All activities are required to be transitioned in a manner considering a prudent balance between timeliness, cost efficiency and ensuring that all monthly core processes, schedules application uptimes and performance measures are maintained as well as met.
(k) The Contractor is encouraged to utilize innovative solutions taking into consideration its organizational capabilities and experience while aligning these capabilities with Ginnie Mae's requirement to execute a timely and cost effective transition.

C.4.1.2 TRANSITION-IN PLAN

The Contractor shall provide a draft Transition-In Plan to the Government three (3) business days before the Post Award Kickoff Meeting. The Plan shall describe the technical approach,

organizational resources, and management controls to be employed to meet the cost, performance and schedule requirements to transition-in the services required by the TO. The final Transition-In Plan is due within ten (10) business days after the Kick-Off Meeting. The Plan shall include a Work Breakout Structure (WBS) addressing schedule and work products. The Contractor shall provide periodic progress reviews to the COR.

C.4.1.3 SECURITY ASSESSMENT AND AUTHORIZATION (SA&A) ACTIVITIES

In order to operate, the MBSOA related information systems and systems environment must have an accredited Security Assessment and Authorization (SA&A) in place within the first six (6) months after the task order start date for each system the MBSOA Contractor operates on behalf of Ginnie Mae. Following the accreditation of the Ginnie Mae's operating systems, Ginnie Mae's independent third party contractor will complete an independent assessment of the environment. During the MBSOA transition-in period, it is expected that Ginnie Mae's environments will be undergoing changes which may require a new or updated SA&A, or other implementation changes.

(a) The Contractor shall provide a qualified Information Systems Security Officer (ISSO) and a Security Engineer to support Ginnie Mae's SA&A activities.
(b) All SA&A requirements must be completed and confirmed by Ginnie Mae and the Contractor shall perform a successful disaster recovery test during the six (6) month Transition-In period.
(c) The Contractor shall incorporate into its Transition-In Plan commercial best practices, NIST security and other relevant security requirements noted in C.4.6.2 Federal Information Technology Security.
(d) The Contractor will coordinate with Ginnie Mae and its other Contractors, including the PPA/CPTA Contractor, as an active participant in any semi-annual Disaster Recover (DR) tests that occur during the transition-in period. See Sections C.4.6.3 Disaster Recovery and C.4.6.4 Continuity of Operations under Task Six.

C.4.1.4 ENHANCEMENT WORK DURING TRANSITION (OPTIONAL LH SUB-CLIN)

It is contemplated that any business application development or enhancements or business process enhancements being performed by the previous MBSA Contractor will be completed prior to the completion of the transition-in/out period.

(a) Ginnie Mae anticipates that minimal, if any, enhancement work will be transitioned from the existing MBSA Contractor to the new MBSOA Contractor. In the event that any development or enhancement work needs to be transitioned, Ginnie Mae will establish a stopping point on this in-flight work with the MBSA Contractor. Ginnie Mae will coordinate with the MBSOA Contractor how and when to resume the in-flight work. Ginnie Mae will provide the MBSOA Contractor with all necessary transition code and documentation.
(b) In the event that Ginnie Mae needs to transition any development or enhancement work, the MBSOA Contractor will provide the necessary resources and expertise to

transition any work in progress; and include in the Transition-in Plan it develops after task order award, a staffing plan addressing the number and types of skills available to execute the transition.

C.4.1.5 TRANSITION-OUT (FFP CLIN)

Transition-out activities consist of the coordination and execution of all activities necessary to transition MBSOA services to a successor Contractor. The Transition-out will be performed concurrently during the contract performance period (option year or subsequent extensions) and shall occur over a period not to exceed six (6) months. The transition out period may occur at the end of any performance period.

The transition-out objectives are to assist Ginnie Mae in the transition to any future solicitation(s) or restructuring of future services; to ensure the successful transition of all activities to the incoming contractor; and to make every reasonable effort to ensure that there is no interruption in critical services during the transition-out period.

The Contractor shall provide Transition-Out support when required by the Government including:

(a) Coordinate and cooperate with Ginnie Mae and incoming contractor and provide all reasonable assistance to ensure a successful transition.
(b) Provide full access to its facilities and personnel to enable Ginnie Mae and incoming contractor to observe the performance of Contractor's day-to-day activities necessary to perform under the TO.
(c) Ensure that activities performed under the TO have been adequately documented and provide copies in electronic and/or hard copy format to Ginnie Mae.
(d) Update and provide to Ginnie Mae electronic and hard-copy documentation including but not limited to process flows, network diagrams, systems documentation, policies and procedures necessary to perform activities under the TO.
(e) Establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition via weekly status meetings or as often as necessary to ensure a seamless transition-out.

C.4.1.6 TRANSITION-OUT PLAN

The Transition-Out Plan shall facilitate the accomplishment of a seamless transition from the incumbent Contractor to the incoming Contractor/Government personnel at the expiration of the task order.

The Contractor shall:

(a) Provide a draft Transition-Out plan within six months of project start. Ginnie Mae will work with the Contractor to finalize the Transition-Out Plan. The Contractor shall provide the final Transition-Out plan within 10 business days of receiving Ginnie Mae's comments on the draft plan.
(b) The Transition-Out Plan shall identify how the Contractor will coordinate with the

incoming contractor and/or Ginnie Mae to transfer knowledge about:

(1) Program and project management processes;
(2) Points of contact;
(3) Location of technical and project management documentation;
(4) Status of ongoing technical initiatives;
(5) Appropriate contractor to contractor coordination to ensure a seamless transition;
(6) Transition of Key Personnel;
(7) Schedules and milestones; and
(8) Actions required of the Government

(c) Demonstrate its understanding of Ginnie Mae's transition objectives, how they would be achieved and how success will be measured.
(d) Acknowledge material and information that was 'transitioned-in" to the Contractor during task order performance. The Contractor shall also acknowledge the materials and information it obtained and paid for under the performance of the task order. Both sets of information shall be transitioned-out to Ginnie Mae and or future contractors. The plan shall clearly identify any activities or restrictions in respect to cooperation or knowledge asserted to be proprietary to the Contractor.
(e) Detail all specific tasks and systems, by functional area, that need to be transitioned and their expected completion dates.
(f) At a minimum, the Transition-Out Plan shall be reviewed and updated on an annual basis; and updated quarterly during the final Option Period.
(g) The Contractor shall implement its Transition-Out Plan no later than (NLT) six (6) months prior to expiration of task order.

C.4.2 TASK TWO – PROGRAM MANAGEMENT CORE RESPONSIBILITIES (FFP CLIN)

C.4.2.1 POST AWARD KICKOFF MEETING

The Contractor shall schedule and coordinate a Project Kick-Off Meeting at the location approved by the Government within 10 business days after project start. The meeting will provide an introduction between the Contractor's personnel and Government personnel who will be involved with the TO. The meeting will provide the opportunity to discuss technical, management, and security issues, and travel authorization and reporting procedures. At a minimum, the attendees shall include Key Contractor Personnel, representatives from the directorates, other relevant Government personnel, and the COR. At least three (3) days prior to the Kick-Off Meeting, the Contractor shall provide an agenda for review and approval by the GSA COR and the GTR prior to finalizing. The agenda shall include, at a minimum, the following topics/deliverables:

- Draft Transition-In Plan
- Draft Program Management Plan
- Final Baseline Quality Control Plan (QCP)
- Points of contact (POCs) for all parties
- Staffing Plan and status

- Personnel discussion (i.e., roles and responsibilities and lines of communication between contractor and Government)
- Security discussion and requirements (i.e., building access, badges, Common Access Cards (CACs))
- Invoicing considerations

The Government will provide the Contractor with the number of Government participants for the Kick-Off Meeting and the Contractor shall provide sufficient copies of the presentation for all present. The Contractor shall draft and provide a Kick-Off Meeting minutes report documenting the Kick-Off Meeting discussion and capturing any action items.

C.4.2.2 PROGRAM MANAGEMENT SUPPORT

The Contractor shall provide program management support under this TO. This includes the management and oversight of all activities performed by the Contractor's personnel, including subcontractors, to satisfy the requirements identified in this TO. The Contractor shall identify a Program Manager (PM) by name that shall provide management, direction, administration, quality assurance, and leadership of the execution of this TO.

C.4.2.3 ENTERPRISE LEVEL GUIDANCE AND DELIVERABLES

The Contractor shall provide strategic enterprise-level guidance that integrates support across all task areas and ensure support is in accordance with the TO requirements. The Contractor shall provide all deliverables in accordance with Section F - Deliverables or Performance.

C.4.2.4 PROGRAM MANAGEMENT PLAN

The Contractor shall document all support requirements in a Program Management Plan (PMP). The Contractor shall provide a draft PMP three (3) calendars days before the Kick-Off Meeting. Ginnie Mae will make comments on the draft. The Contractor shall incorporate these comments into the final PMP and return it to Ginnie Mae within 10 business days of receiving Ginnie Mae's comments. The PMP is an evolutionary document that shall be updated annually, at a minimum. The Contractor shall work from the latest Government-approved version of the PMP.

The PMP shall:

(a) Describe the proposed management approach.
(b) Contain detailed Standard Operating Procedures (SOPs) for all tasks.
(c) Include milestones, tasks, and subtasks required in this TO.
(d) Provide for an overall Work Breakdown Structure (WBS) with a minimum of three levels and associated responsibilities and partnerships between Government organizations.
(e) Describe in detail the Contractor's approach to risk management under this TO.
(f) Describe in detail the Contractor's approach to communications, including processes, procedures, communication approach, and other rules of engagement between the Contractor and the Government.
(g) Include milestones, tasks, and subtasks required in this TO.

(h) Include the Contractor's Baseline QCP.

C.4.2.5 COMMUNICATIONS

The Contractor shall facilitate Government and Contractor communications by:

(a) Using industry best-standards and proven methodologies to track and document TO requirements and activities.
(b) Allowing for continuous monitoring and evaluation by the Government.
(c) Ensuring all support and requirements performed are accomplished in accordance with the TO.
(d) Notifying the Contracting Officer Representative (COR) and Government Technical Representative (GTR) of any technical, financial, personnel, or general managerial problems encountered throughout the task order (TO) period of performance (PoP).
(e) Creating and providing a Communications Action Matrix. The Communications Actionmnj Matrix will be used to define details regarding the communications activities that are to be used to manage the work outlined in the TO.

(1) The matrix shall be developed and maintained by the PM or the PM's team.
(2) The matrix shall designate the owners responsible for each task and subtask. Include name, email and phone number.
(3) The matrix should be updated quarterly and provided to the GTR.

C.4.2.6 MEETINGS

The Contractor PM shall convene a monthly Technical Status Meeting with the GTR, GSA COR, and other Government stakeholders. The purpose of this meeting is to ensure all stakeholders are informed of the monthly activities and MSR, provide opportunities to identify other activities and establish priorities, and coordinate resolution of identified problems or opportunities. The Contractor PM shall provide minutes of these meetings, including attendance, issues discussed, decisions made, and action items assigned, to the GSA COR within five (5) business days following the meeting.

C.4.2.7 QUALITY CONTROL PLAN

The Contractor shall ensure that it provides high quality services throughout the life of the task order and that methods for improving the overall quality of the services are employed. The preliminary QCP should provide an overview of how the Contractor would address the performance requirements during task order performance.

(a) The Contractor's QCP shall include:

(1) Qualified Personnel: A description of the Contractor's methodology for identifying and recruiting qualified personnel.
(2) Roles and Responsibilities: A description of the individuals responsible for quality control within the contract, along with the authority and responsibilities of each individual.
(3) Key Risk Areas: A definition of the key risk areas associated with this contract where an event or consequence could occur that would have a negative

impact on the contract's ability to fulfill its obligations and quality requirements of this PWS.

(4) Management Controls: A description of the Contractor's management control system for assuring the performance of the different organizational resources needed to fulfill the contract.

(5) Corrective and Preventive Actions: A description of the Contractor's methods for proactive systematic investigation, correction and prevention to eliminate causes of non-conformities or other undesirable situations on the contract.

(6) Problem Resolution: An explanation of the Contractor's methodology for resolving problems identified by the Government during reviews conducted in accordance with the Government's Quality Assurance Surveillance Plan (QASP).

(7) Internal Feedback System: An explanation of the Contractor's methodology for establishing an internal feedback system for support personnel, and for resolving problems identified by that feedback system.

(8) Quality Validation: A description of how the Contractor will demonstrate and validate that the services or deliverables to be provided under the TO are completed with a level of quality that meets Ginnie Mae's defined performance requirements in Attachment D - Performance Requirements Summary.

(9) Inspection System Description and Reporting: A description of the inspection system to cover all services listed in Attachment D - Performance Requirement Summary (PRS). Description shall include the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, the title and organizational placement of the inspections, and the reporting approach.

(10) Method for Identifying and Preventing Quality Defects: A description of the methods to be used for identifying and preventing defects in the quality of service and reporting performed. A method of early detection and correction of assignable conditions adverse to the quality of, to include analysis or corrective action records (including customer complaints), in order to determine causes of defects. This method will include providing timely written explanations and/or documentation of the correction of cause in response to this TO.

(11) Inspection Records: A description of the records to be kept to document inspections and corrective or preventative actions taken.

(12) Records Retention: The records of inspection shall be kept and made available to the Government throughout the performance period, and for the specified period after TO expiration until final settlement of any claims under the TO.

(13) Process for Achieving the Performance Objectives of the QASP: An explanation of the Contractor's approach and procedures for communicating with the Government, handling corrective action without dependence upon Ginnie Mae for direction, as well as identifying and implementing potential improvements to the programs' services and capabilities.

(b) At project start, the Contractor shall:

(1) Participate in planning sessions with Ginnie Mae and the incumbent

Contractor.
(2) Finalize the QCP based on feedback from Ginnie Mae.
(3) Submit the QCP to the Contracting Officer for acceptance within 10 business days of receiving Ginnie Mae's comments.
(4) The Contracting Officer will notify the Contractor of acceptance or required modifications within 10 business days of the receipt of the plan.
(5) Annually, the Contractor shall review the QCP with Ginnie Mae and update the plan.

C.4.2.8 CONTENT MANAGEMENT SOLUTION

The Contractor shall provide and maintain a content management solution, for all deliverables and reporting related to the TO, including these features:

(a) A centralized system/repository to organize, control and provide secure access to documents.
(b) A consistent process for managing documents (receiving, organizing, storing, accessing and archiving) including documented Standard Operating Procedures for using the system.
(c) Different levels of secure access to protect personally identifiable information (PII) and other sensitive data.
(d) The ability to share documents and information across Ginnie Mae, contractors and organizations.
(e) A User's Manual that provides Ginnie Mae users with detailed instructions on how to use the system. The Contractor must develop this User Manual in consultation with Ginnie Mae. The Contractor will provide it to Ginnie Mae once the solution is delivered and within six (6) months of project start.
(f) Provide end user support for Ginnie Mae users accessing the system.

C.4.2.9 SUPPORT OF GINNIE MAE'S RISK AND CONTROLS SELF-ASSESSMENT (RCSA) AND AUDITS

(a) <u>Overview</u>
The Ginnie Mae Office of Enterprise Risk is responsible for managing Ginnie Mae's internal Risk and Controls Self-Assessment and Vendor Risk Management initiatives. Ginnie Mae Office of Finance is responsible for managing Ginnie Mae's Internal Controls and audit activity. Ginnie Mae understands that some of the Contractor's internal audit and procedures for activities solely associated with the Contractor's business may be proprietary. Ginnie Mae and the Contractor shall agree that specific activities, including all activities, policies and procedures performed by the Contractor and paid for by the Government, in performing the activities under this TO, belong to Ginnie Mae. Because the Contractor performs many of the important business activities supporting Ginnie Mae's MBS programs, access to and transparency into the activities performed by the Contractor and the interrelationship between the Contractor's activities and Ginnie Mae's RCSA are major objectives.

(b) <u>Risk and Control Self-Assessment and Vendor Risk Assessment</u>

The Contractor shall allow Ginnie Mae to perform a Risk and Control Self-Assessment and Vendor Risk Assessment throughout the Contractor's organization as it pertains to the activities they are performing on behalf of Ginnie Mae. This assessment shall provide reasonable assurance that the objectives of the Contractor operation and TO management are being accomplished and that the mitigation strategies or controls are effective. The Contractor's Risk and Control Self-Assessment and Vendor Risk Management assessments performed by Ginnie Mae, at a minimum, shall allow Ginnie Mae to assess the vendor through the following key activities:

(1) A comprehensive description of the program with processes, key activities, and accountabilities clearly identified.
(2) A method for verifying/ensuring effective processes. Third party audits, peer reviews, independent assessments, and external certification may be used.
(3) Timely notification to the Contracting Officer of significant program changes prior to the changes.
(4) Rigorous, risk-based, credible self-assessments, and feedback and improvement activities, including utilization of subject matter experts, and other independent reviews to assess and improve the Contractor's work process and to carry out independent risk and vulnerability studies.
(5) Identification and correction of deficiencies / gaps in risks or risk management. Degree of finding will be based on Ginnie Mae's criteria. Ginnie Mae will communicate the results of the assessments with vendor upon completion of the examination.
(6) Integration of the program with other management programs including annual internal control reporting.
(7) Metrics and targets to assess performance, including benchmarking of key functional areas, industry and research institutions. Assure development of metrics and targets that result in effective performance of risk management and mitigation.
(8) Continuous feedback and risk management improvement.
(9) A Corrective Action plan that responds to each risk identified and provide next steps and deadlines for how the risks will be resolved or mitigated going forward.
(10) Timely and appropriate communication to Ginnie Mae, including electronic access, of related information.

C.4.2.10 TECHNICAL ASSISTANCE

The Contractor shall provide technical assistance, which shall include the following:

(a) Provide technical assistance and analysis support to Ginnie Mae and Ginnie Mae's customers, regarding the operations of Ginnie Mae's business applications, MBS and Multiclass programs.
(b) Assist Ginnie Mae in responding to inter-agency data requests and participating with Ginnie Mae on inter-agency planning committees and other technical and industry groups.
(c) Provide Ginnie Mae's business partners with technical assistance related to the

operation of Ginnie Mae proprietary business applications.

C.4.3 TASK THREE – DATA COLLECTION & REPORTING (FFP CLIN)

C.4.3.1 DATA COLLECTION AND REPORTING (MONTHLY, QUARTERLY, ANNUALLY)

Issuers submit pool and loan level data monthly. For all single class "forward" MBS programs and all "reverse" HMBS programs, monthly pool and loan data is due from Issuers on the 2nd business day of the month. Corrections, if necessary are due from Issuers no later than the 4th business day. The Contractor shall support any future revisions, if any, to these deadlines. Pool level data representing all single class "pools" (or in respect to Multiple Issuer Pools, "loan packages" – hereafter referred to for convenience as pools) are reported along with all of the loan level data associated with each of the pools. All data is required to be submitted electronically by the Issuers and will be processed through the RFS single family and multifamily PAEF modules. The RFS front-end module is located within GMEP and is supported by the Contractor using various back-end databases, stored procedures, UNIX Scripts, Informatica and Business Objects Reports. More detailed information about the data, Issuer obligations, and RFS reporting can be found in the MBS Guide with its Appendices. Information on Ginnie Mae's key operational metrics and volumes can be found in Attachment H - Ginnie Mae Profile.

C.4.3.2 VALIDATE, PROCESS, ANALYZE, ACCESS, MONITOR AND REPORT DATA ON POOL, LOAN AND PARTICIPATION LEVEL INFORMATION RECEIVED MONTHLY FROM GINNIE MAE ISSUERS, CONTRACTORS AND OTHER PARTIES

The Contractor shall:

(a) Collect, edit and distribute data on 100 percent of all loan and pool data collected from Issuers.
(b) Release ending security balances also known as the Remaining Principal Balance (RPB) to the PPA/CPTA no later than the 5th business day of each month. In the event that an Issuer fails to report, the Contractor shall calculate and deliver the RPB in coordination and under the direction of Ginnie Mae no later than the 5th business day. Issuers are required to certify as to the accuracy and completeness of the pool, loan, and, if applicable, HMBS participation data reported in RFS using the monthly certification screen within RFS. The current window for pool and loan data certification is between the 10th and 14th business day. Issuers of certificated Ginnie Mae I pools are required to submit Remittance Advice data to Ginnie Mae by the 8th business day through a direct entry screen in RFS or by using GMEP's file upload function.
(c) For all monthly reporting and data collection and distribution activities, propose process improvements and upon the direction of Ginnie Mae implement and provide ongoing support of any activities that improve or shorten the Issuer reporting time cycle. See Section C.3.4.1 Minor Enhancements versus Major Enhancements.
(d) Support Issuers, Ginnie Mae and other participants with the technical and pool and loan level reporting assistance needed to operate RFS and to assure Issuers report accurately and on time.
(e) Prepare, enhance, and submit timely and accurate reports to Ginnie Mae, and its

agents, that reflect the current and historical Issuer and Contractor performance, trends, metrics and other indicators that relate to the collection of pool and loan level data.
(f) Submit to Ginnie Mae a monthly summary and supporting reports or documentation.
(g) Update EWODS with loan level origination data as received from the PPA/CPTA.
(h) Process pool and loan level data received electronically from Issuers, as described in Appendix VI-19 of the MBS Guide, RFS Issuer Monthly Reporting of Pool and Loan Data.
(i) Roll up loan level information to the pool, review and report discrepancies contained in the monthly loan and pool level information and provide monthly processing completion and discrepancy reports. Currently, all critical corrections and discrepancies must be resolved by the 4th business day.
(j) Resolve through contact with Issuers or in consultation with Ginnie Mae all significant edit errors prior to the initiation of the processing cycle for the subsequent month. Critical edit errors relating to RPB or security payment must be resolved by 4th business day.
(k) During the first five (5) business days of the month answer Issuers' emails and phone calls regarding data collection and reporting.
(l) Prepare monthly feedback reports about Issuers reporting inconsistent information. This includes the production of automated RFS exception feedback reports that the system generates automatically about Issuers that reported inconsistent information.
(m) Contact Issuers to resolve reporting inconsistencies via phone or email.
(n) Generate targeted or technical advisory reports as Ginnie Mae may request to support data disclosure or other data quality initiatives. Ginnie Mae averages two (2) to five (five) of this type of technical advisory report per month.
(o) Report to Ginnie Mae in writing status of Issuers not reporting, pools not reported, loans not reported and any other problems by the morning of the 3rd and 5th business day. Participate in status discussions telephonically.
(p) Monitor Issuers progress in certifying to the accuracy of RFS pool and loan data. Assist Issuers and provide Ginnie Mae a list of Issuers that have not complied as of the deadline for RFS data certification.
(q) Ensure that all errors that impact pool or security balances are resolved prior to the release of the RFS RPB information to the PPA/CPTA and follow up to ensure that they are resolved in the subsequent reporting cycle.
(r) On a monthly basis, calculate estimated RPBs for seasoned and new pools and deliver to the CPTA no later than the 25th of each month. A copy of the file is to be delivered to the CPTA as a contingency. If for any reason the Security Balance/RPB has not been reported by the Issuer, Contractor shall, in coordination with Ginnie Mae, deliver estimated RPBs to the CPTA by the 5th business day of the month.
(s) Collect Multifamily pre-payment penalty information and provide Multifamily liquidation reports to Ginnie Mae Multifamily Division.
(t) For Ginnie Mae 1 certificated pools, the Contractor shall monitor the collection of Issuer submissions of Remittance Advice information. Provide Ginnie Mae a list of Issuers not in compliance with Remittance Advice including the details necessary to connect Issuers to specific security or certificate. Respond to inquiries on Ginnie Mae 1 certificate payments to determine if payments were made to the certificate holder. Inquiries on Ginnie Mae 1 certificate payments average about one per month and will

not exceed 12 per year under the FFP. Propose and implement ongoing process improvements and reporting to Ginnie Mae. See Section C.3.4.1 Minor Enhancements versus Major Enhancements.
(u) Collect the Federal Home Loan Bank of Chicago monthly supplemental file by the 10th business day of each month, copy and store to directories on Ginnie Mae's systems and make the current and historical supplemental data available to Ginnie Mae.

C.4.3.3 REPORTING OF MONTHLY OPERATIONAL ACTIVITY AND STATISTICS

The Ginnie Mae Office of Securities Operations is responsible for up-to-date status and information about the collection and processing of Ginnie Mae's data. A major objective is to receive insight into progress and a summary of operational data as it is collected.

The Contractor shall:

(a) Deliver monthly operational reports and statistics such as new issuance by program, product, and loan purpose; net change portfolio characteristics month-over-month; monthly flash report as initial data is coming in at beginning of each month, and, liquidations.
(b) Provide a monthly report on Ginnie Mae issuance volume, broken out by Single Family, Multifamily, HMBS and Manufactured Housing, which may include historical data for comparison on number of pools, loans, and overall securitization volume.
(c) Contractor shall demonstrate and deliver incremental improvements and additional reports over the life of the task order. See Section C.3.4.1 Minor Enhancements versus Major Enhancements.

C.4.3.4 COLLECT MULTIFAMILY PREPAYMENT PENALTY DATA AND DELIVER TO THE PPA/CPTA

Some Multifamily MBS have lock-out provisions and/or pre-payment provisions. These provisions are stated in the "Annex – Special Provisions" to the prospectus. If there are no prohibitions against voluntary prepayment, that will also be stated in the prospectus. Multifamily Issuers are required to report the dollar amount and date of any prepayment penalties using the RFS Multifamily Pool Accounting module of RFS. Prepayment penalty data are due from the Issuer by the 4th business day. Ginnie Mae Multifamily Division reviews the list of pools liquidated each month and will make a determination as to whether a prepayment penalty was due.

The Contractor shall:

(a) Collect prepayment information reported by Issuers.
(b) Verify with Issuers that permanent construction loans that pay off are accurate and that the liquidation is accounted for properly at the MBS and loan liquidation level.
(c) Ensure that prepayment penalties have been reported by Issuers on MBS for which a prepayment penalty is due.
(d) Ensure that prepayment penalties due are included in the RFS "RPB release" to the PPA/CPTA on the 4th business day.
(e) Prepare and deliver multifamily liquidation and prepayment penalty reports to

Ginnie Mae each month.
(f) Provide assistance to Issuers and Ginnie Mae.
(g) Prepare additional and enhanced reports and interfaces for improved Ginnie Mae accessibility, under this fixed-price CLIN.
(h) Propose, and in coordination with Ginnie Mae, implement process and other improvements. See Section C.3.4.1 Minor Enhancements versus Major Enhancements.

C.4.3.5 GUARANTY FEE RECONCILIATION

Contractor shall perform a guaranty fee reconciliation each month comparing the guaranty fee reported by the Issuer to calculations performed by RFS and to the actual Automated Clearing House (ACH) data used by the CPTA to execute the ACH. Identify any over/under payments greater than $1.00 and follow up with the Issuer and Ginnie Mae to determine if any funds are due to/from the Issuer. Upon receipt of any payment voucher from Ginnie Mae, update RFS accordingly.

The Contractor shall:

(a) Receive monthly from Ginnie Mae's CPTA a record of guaranty fees collected by the ACH and compare this, along with guaranty fees collected by check or fed wire, with the guaranty lee reported by the Issuer to Ginnie Mae.
(b) Where there is a shortage in the amount of guaranty fee collected over the amount due, instructs the Issuer to contact Ginnie Mae to arrange for payment of the shortage.
(c) When an overpayment in the guaranty fee occurs, verify the overpayment and provide Ginnie Mae with the appropriate documentation to refund the overpayment
(d) Provide Ginnie Mae a copy of the guaranty fee over/under reports each month.
(e) Within three (3) months of the close of the Government fiscal year, resolve any outstanding guaranty fee discrepancies and deliver the GYE guaranty over/under report reduced to zero.

C.4.3.6 ASSIGNING CENSUS IDs TO LOAN LEVEL RECORDS

Ginnie Mae uses Census tract information (Census Tract Codes) associated with each loan record to perform various downs stream analysis. It is provided as part of MBS and HMBS data disclosure. The objective is for the Contractor to assign and maintain accurate census tract information to as many loan records as possible. This must be performed upon receipt of the origination Schedule of Pooled Mortgage (11706) data from the PPA/CPTA and again, not less than monthly, to pick up loans or HMBS participations previously unable to have Census Tract Codes assigned.

The Contractor shall:

(a) Provide updated Census data and integrate into the existing suite of processes utilized to update loan records in EWODS.
(b) Assign Census Tract Codes to new loan originations provided by the PPA/CPTA monthly; update EWODS loan tables and any flat files such as the origination files

used to support GPADS and any other analytical activities.
(c) Identify loans in the EWODS tables without Census Tract Codes each month, and to the extent possible assign Census IDs and update the EWODS loan tables.
(d) Measure the success of assigning Census IDs. Provide reports monthly to Ginnie Mae representing the number and percentage of new loan originations, loans in EWODS not previously coded and Ginnie Mae's loan portfolio as a whole.
(e) For all Census ID activities, propose and in coordination with Ginnie Mae, implement process and other types of improvements. See Section C.3.4.1 Minor Enhancements versus Major Enhancements.

C.4.3.7 MONTHLY LOAN MATCHING AND SUSPENSE

In order to verify that insurance is in place on each of the loans in Ginnie Mae Pools, the Contractor will compare loans to data received from FHA, VA, RHS and PIH insurance files to determine if insurance is in effect. Ginnie Mae will arrange for the provision of the guaranty agency data. When the Contractor "matches" a loan, the case number is "locked" and any subsequent attempt by the Issuer to change the case number is "suspended" pending further research. The guaranty agency data is processed by RFS and loan matching programs to perform the match. The Contractor performs matching monthly on all newly originated loans and again on Issuer reported loan data. RFS displays the results in using the e-Notification/Exception Feedback functionality which is assessable to Issuers via the GMEP. Issuers are expected to resolve discrepancies. This information is used by the Ginnie Mae IOPP and supports Ginnie Mae's Issuer and portfolio monitoring processes.

The Contractor shall:

(a) Perform Ginnie Mae's monthly Loan Matching and Suspense activities.
(b) Update EWODS with loan level data on a monthly basis.
(c) Obtain mortgage insurance and guaranty data files from FHA, VA, RD, PIH, and other available sources to match this data on a loan-by-loan basis with loan level data submitted by Issuers.
(d) Use Ginnie Mae's highly automated business applications to match loan level data with FHA insurance data with electronic data provided by FHA, VA and RD to determine the number of loans insured or guaranteed. This comparison is done electronically by matching case/loan numbers and other loan information in Ginnie Mae's EWODS against information in FHA, VA, RD and PIH agency data. The Contractor's activities shall include:

(1) Matching on FHA, VA, PIH and RD case/loan numbers and/or other key loan data elements on all active single-family loans backing Ginnie Mae securities.
(2) Matching on FHA's Single Family Insurance System (SFIS) and the Computerized Home Underwriting Management System (CHUMS).
(3) Locking the matching cases' loan level data after receipt of the data, corresponding RFS codes shall be updated and assigned as new SFIS loan information is received.
(4) On a monthly basis reporting to Ginnie Mae and the Issuers any

discrepancies on the unmatched data elements.

(5) Maintaining a list of loans, by Issuer, that is not insured or guaranteed, accessible to Ginnie Mae.

(6) Maintaining an automated matching process that supports Ginnie Mae's program rules.

(e) In addition, provide the following reports to support Ginnie Mae's loan matching processes:

(1) Provide a monthly report to show the FHA origination matching results for each Issuer's combined MC/NC percentages, in a sortable format. (MC means the Ginnie Mae Loan matched only on the loan case number when matched to agency loan data. NC means the Ginnie Mae Loan did not match to an agency loan.)

(2) Provide a monthly matching trends report to include two-string insurance match information for the entire portfolio, new originations only and loans by cohort for the preceding 13 months. Additionally, this report will include trend analysis on the percentage of Issuers with varying match rates.

(3) Produce monthly report that provides a rolling six-month period of data to track loan matching activity for the quantity and percentage of MC/NC loans for each Issuer.

(4) On a quarterly basis, provide reports that list Issuers who have received quarterly-aged electronic notifications from Ginnie Mae regarding loans with MC loan matching status. This report will include rankings for Issuers against the entire Ginnie Mae portfolio and the Issuer's respective size group based upon the percentage of MC loans pooled more than six (6) months ago.

(5) Provide a quarterly listing of Issuers who have received a disciplinary letter from Ginnie Mae regarding MC/NC uninsured loans. These letters are sent to Issuers on the Watch List during the same quarter, to Issuers not on the Watch List who received electronic notification of MC loans the prior quarter, and to all Issuers with NC loans, regardless of Watch List status.

(6) Provide monthly status updates on loans being tracked which have a loan insurance matching status of MC/NC for Issuers who have received disciplinary letters from Ginnie Mae.

(7) Provide a list of Issuers that receive the monthly MT electronic notification based upon loans that newly matched to FHA's A-43 file as terminated insurance status records.

(8) Provide a quarterly listing of Issuers who have received a disciplinary letter from Ginnie Mae regarding loans with MT insurance status. (MT means the Ginnie Mae loan did not match to a "terminated" record in the agency file.) These letters are sent to all Issuers who have loans that have been in MT status for greater than ninety (90) days. Further, this listing will identify the number of loans the Issuer is required to correct within thirty (30) days.

(9) Provide monthly status updates on loans being tracked which have a loan insurance matching status of MT for Issuers who have received disciplinary letters from Ginnie Mae.

(f) For all matching and suspense activities, the Contractor shall propose and in coordination with Ginnie Mae, implement process and other improvements. See

Section C.3.4.1 Minor Enhancements versus Major Enhancements.

C.4.3.8 DATA DISCLOSURE

Ginnie Mae MBS are widely traded in the global capital markets and Ginnie Mae's timely and accurate disclosure of MBS and loan level data is widely used to price and trade Ginnie Mae MBS. Providing accurate, timely disclosures and a robust delivery platform are major objectives of this TO. Disclosure data is posted to www.ginniemae.gov. The Contractor is responsible, in coordination with the PPA/CPTA, to produce loan, pool and security level disclosures.

Loan level disclosure includes data on new MBS and HMBS loans from pools issued during the previous day or, in the case of the monthly information, during the previous month. A representative loan level data disclosure is as follows:

(a) Loan Level Data Disclosures

FILE TYPE	SCHEDULED DAY OF MONTH	SCHEDULED TIME
MBS Loan Level New Issuance	Every Monday - Friday	9:00 AM
HMBS Loan Level New Issuance	Every Monday - Friday	4:00 PM
MBS Loan Level Monthly New Issuance	1st Business Day	10:00 PM
HMBS Loan Level Monthly New Issuance	2nd Business Day	10:00 PM
MBS Monthly Loan Level Disclosure	6th Business Day	6:00 PM
MBS Multifamily Loan Level Disclosure	6th Business Day	6:00 PM
HMBS Monthly Loan Level Disclosure	10th Business Day	10:00 PM

Pool level disclosure includes "forward" MBS and "reverse" HMBS, Platinum and REMIC pools plus factor data. A representative schedule for Pool level disclosure is as follows:

(b) Pool Level Data Disclosures

FILE TYPE	SCHEDULED DAY OF MONTH	SCHEDULED TIME
HMBS Enhanced Daily Issuance	Every Monday – Friday	7:00 PM
MBS Daily Issuance	Every Monday – Friday	7:00 PM
HMBS Daily Issuance	Every Monday – Friday	7:00 PM
Preliminary Multiple Issuer Pool	Every Monday – Friday	9:00 AM
MBS Monthly New Issuance (Pool)	1st Business Day	10:00 PM
HMBS Monthly New Issuance (Pool)	1st Business Day	10:00 PM
GNMA I and II Factor Files, A	4th Business Day	9:30 PM

(Preliminary)		
GNMA I and II Factor Files, B	6th Business Day	8:00 PM
Consolidated Pool Monthly	6th Business Day	6:00 PM
REMIC I Disclosure	1st Business Day before 16th Calendar Day	2:30 AM
REMIC II Disclosure	2nd Business Day before 20th Calendar Day	2:00 AM
Platinum Pool Disclosure	10th Business Day	6:00 PM
HMBS Monthly Pool Disclosure	10th Business Day	10:00 PM
HMBS Pool-Level HECM Saver Data	10th Business Day	10:00 PM
HMBS Monthly Enhanced Pool	10th Business Day	10:00 PM

(c) Disclosure Activities

The Contractor shall:

(1) Ensure that disclosure files conform to the standards in the MBS Guide, file layouts, dictionaries, disclosure minutes and other related materials. Perform the necessary job scheduling and monitoring, administrative, data quality verification, and documentation functions associated with providing pool and loan level data. Includes monitoring the receipt of the pool level data and coordinating with the PPA/CPTA in the event there are problems with the transmission or quality of the data.
(2) Post data to www.ginniemae.gov and distribute to other market participants. The Contractor will make the loan level disclosure data available to market participants and www.ginniemae.gov within five minutes of the disclosure Data Release Schedule posted at www.ginniemae.gov. The Data Release Schedule may be modified from time-to-time as determined by Ginnie Mae.
(3) Maintain Ginnie Mae's Data Release Schedule at www.ginniemae.gov.
(4) Perform data quality assurance audit to ensure the data produced by the Contractor and distributed to the global capital market participants is accurate.
(5) During the transition-in period, propose specific process, quality control and reliability measures and metrics during the first six (6) months of the project start. Implement additional metrics as identified semi-annually. Report quality control metrics to Ginnie Mae monthly.
(6) Propose and implement enhanced automated monitoring and controls in respect to job completion, accuracy, data completeness, and timely posting of disclosure files to the website.
(7) Provide assistance to Ginnie Mae's staff including any activity necessary to successfully post, transmit or download files and support the data search functionality at www.ginniemae.gov. Ensure all deadlines are met per the Pool Level Data Disclosures schedule above.
(8) Create documentation to ensure that the process and controls are accurate and auditable within six (6) months of project start. Update this documentation semi-annually.

(9) Conduct Issuer outreach, work with Issuers and coordinate with Ginnie Mae to achieve additional, incremental improvements in data quality including data received from both the Issuers and the PPA/CPTA. On a quarterly basis, contact an average of 20 Issuers to assess data quality. Assist Issuers to improve their data quality and resolve their data issues.
(10) Coordinate with Ginnie Mae and the PPA/CPTA to provide ongoing enhancements to the data disclosure process. Historically, Ginnie Mae has undertaken two data disclosure enhancements per year.
(11) Participate in weekly Ginnie Mae Disclosure Working Group meetings and complete the resulting tasks of an average of eight (8) per week. The Contractor historically attends these meetings in person, though it may be possible to also attend these meetings over the phone.

(d) Data Disclosure Process Improvements
The Contractor shall propose and, in coordination with Ginnie Mae, implement process and other improvements. Under this fixed-price CLIN, Contractor shall prepare additional and enhanced reports and interfaces for improved Ginnie Mae accessibility.

C.4.3.9 MORTGAGE ELECTRONIC REGISTRATION (MERS) RECONCILIATION

The Mortgage Electronic Registration System (MERS) is a database representing information about MERS-registered home mortgages. MERS is used by member industry participants to record and track changes in servicing rights and beneficial ownership interests in loans that are registered in MERS. In some cases, MERS is recorded in the land records as the original mortgagee thereby, eliminating or reducing the requirement for additional assignments and recording. Additional information about MERSCORP Holdings, and related entities and services can be found at www.mersinc.org.

Ginnie Mae does not require that loans in Ginnie Mae MBS are registered in MERS. However, if a loan is registered in MERS at the time of pooling, the Issuer should provide the MERS Identification Number (MIN) on the Form 11706-Schedule of Pooled Mortgages. Issuers can also update or change a MIN using the “Various” RFS file submission or online RFS entry. This MIN is attached to the loan record and is stored in Ginnie Mae’s loan level databases such as EWODS. Over the life of a loan the servicing may be transferred to an Issuer who is not a MERS member, the loan could be bought out of the Ginnie Mae pool, or the Issuer could decide to de-register the MIN. Over the life of the security, and Issuer could decide to register a loan in MERS that had previously not been registered. Any of these circumstances could result in a discrepancy between Ginnie Mae’s records and MERS. Ginnie Mae will arrange for the MBSOA Contractor to have Ginnie Mae’s level of access to MERS Online in order to perform research and download data and reports. Accurate and timely provision of information about a loan status in MERS is a necessary part of the Issuer Default process and during Ginnie Mae’s consideration of a servicing transfer of asset (loan) sale.
The Contractor shall:

(a) Review the weekly MERS Transfer of Servicing Rights (TOS) report. Compare the TOS report to Ginnie Mae’s data and release updates to MERS to align with Ginnie Mae’s records. Resolve exceptions by communicating with Ginnie Mae.

(b) Update EWODS with MINs to the extent that it is provided on the origination records provided by the PPA at the time of origination and/or provided by an Issuer using the RFS "Various" record.
(c) Perform a quarterly reconciliation to:
(d) Compare "active" MINS in RFS/EWODS to "active" MINS in MERS and follow up with Issuers to resolve non-matches.
(e) Compare "active but not matched" recorded in RFS/EWODS to MINS that are recorded on MERS as "inactive". Follow up with Issuers resolve non-matches.
(f) Provide Ginnie Mae with the results of the reconciliation and discrepancies within 15 days of the reconciliation. Reconciliations are to be performed for the "Reporting Months" January, March, June and September, therefore the data will be collected and the reconciliation performed in the following months i.e. February, April, July and October.
(g) Communicate discrepancies with Issuers and provide educational and technical assistance to Issuers and Ginnie Mae to resolve discrepancies and update RFS.
(h) Using RFS or (with Ginnie Mae approval) back end database updates, update MINS in EWODS.
(i) Provide data queries to support Ginnie Mae's asset sales, Issuer default activities or other initiatives. Ginnie Mae cannot predict Issuer defaults. Ginnie Mae anticipates that Issuer defaults will not exceed one per month or 12 per year.
(j) Propose and, in coordination with Ginnie Mae, implement process and other improvements. Under this fixed-price CLIN, Contractor shall prepare additional and enhanced reports and interfaces for improved Ginnie Mae accessibility.

C.4.3.10 WIDELY HELD FIXED INVESTMENT TRUSTS (WHFITs)

(a) Ginnie Mae facilitates Issuer compliance with IRS tax reporting requirements through the quarterly submission of supplemental securities and tax information. Determination of and compliance with IRS reporting is the Issuers responsibility and it is up to the Issuer to determine how to meet any IRS requirements. Issuers are not required to, but may use the WHFIT module in RFS. Additional information about WHFIT reporting can be found in the MBS Guide, Appendix VI-18. Issuers can choose to use this optional WHFIT module. Ginnie Mae averages 250 WHIFT files per quarter. For more information, see Attachment H - Ginnie Mae Profile in the Appendix.
(b) The RFS WHFIT module provides a means for Issuers to report the Original Issue Discount (OID) which is the monthly amortized amount of the OID and the Market Discount Fraction (MDF) denominated in dollars and; the monthly market discount fraction, as calculated by the Issuer. Issuers that are not already disclosing this information on their website may report the monthly WHFIT tax information, for all months within the quarter, no later than the 10th calendar day of the quarterly reporting month. Corrections must be submitted by the 15th calendar day. Issuers may submit WHFIT tax information on a monthly basis. However, uploaded files are not processed until the 15th calendar day of the quarterly reporting month (i.e., March, June, September, December). Issuers may also submit data, including corrected data, for prior quarter's submission.

The Contractor shall:

(1) Process Issuer WHFIT submissions on a quarterly basis.
(2) Provide Issuer reported WHFIT to the CPTA each quarter by the end of March, June, September and December. By the end of the tax year and calendar year, the Contractor shall deliver to the PPA/CPTA.
(3) Provide a report to Ginnie Mae each quarter summarizing the number of MBS reported by each Issuer, date and number of records delivered to the PPA/CPTA.
(4) Propose and, in coordination with Ginnie Mae, implement process and other improvements under this fixed-price CLIN.

C.4.3.11 CUSTODIAL ACCOUNT VERIFICATION (CAVS)

Ginnie Mae Issuers are required to maintain their principal and interest custodial accounts, and multifamily Issuers are required to maintain their escrow accounts, in federally regulated financial institutions that are financially sound. Issuers demonstrate the soundness of the institutions to Ginnie Mae by certifying quarterly that the depository financial institutions meet criteria described in the MBS Guide. Issuers must use the mandatory CAVS module. Ginnie Mae averages 356 CAVS files per quarter. Of those files, three (3) on average are submitted late or missing information. For more information, see Attachment H - Ginnie Mae Profile.

The Contractor shall:

(a) Obtain and examine quarterly certifications from Issuers.
(b) Perform follow-up work to obtain missing certifications.
(c) Verify that the certifications are true and reflect the most recent information available to the Issuer.
(d) Report compliance failures to Ginnie Mae within five (5) business days after quarter-end.

C.4.4 TASK FOUR – SCRA QUALIFICATIONS & REIMBURSEMENTS (FFP CLIN)

Under SCRA, Issuers may be forbidden from collecting interest in excess of 6 percent per annum on certain mortgages while the borrowers are on active military duty and for one year thereafter. Ginnie Mae may reimburse Issuers for such interest shortfalls under the terms defined in MBS Guide. Ginnie Mae reimburses Issuers for interest due security holders above 6 percent for loans that qualify under the SCRA. In order for Issuers to receive reimbursement of interest, the Issuer must first demonstrate that the mortgagee meets the criteria for interest forgiveness in accordance with the SCRA. Loans are submitted for eligibility throughout the year through the Ginnie Mae Portal and a hard copy follow up sent to the Contractor. Cases that meet eligibility requirements are transmitted back to the Issuer through the Ginnie Mae Portal, along with a stamped hard copy approval sent to the Issuer. Denied cases are transmitted back through the Ginnie Mae Portal, when possible, and all denials are sent back "hard copy" to the Issuers with the reason for denial. See Attachment H - Ginnie Mae Profile for historical details. From time-to-time it is possible that the SCRA and associated rules and regulations may change.

C.4.4.1 ELIGIBILITY REQUESTS

An Issuer may submit an eligibility request at any time to the Contractor. Prior to acceptance, the Contractor shall determine that:

(a) The request relates to the Federal SCRA;
(b) The call for duty is either Title 10 or Title 32 502(f); and
(c) The operation on the active duty orders is an approved operation.
(d) In order to be eligible, the name on the military orders, active duty start date and expected release date shall match the documentation provided by the Issuers.
(e) Upon review each request is updated in RFS as "Approved" or "Denied" and Issuers can view eligibility requests within RFS. Hard copy documents sent by Issuers may contain Personally Identifiable Information or other sensitive information and should be secured by the contractor.

C.4.4.2 REIMBURSEMENT

(a) Qualify borrowers for reimbursement based on required documentation submitted by the Issuer and reviewed in accordance with the requirements in Ginnie Mae's Guide and any subsequent All Participants Memos (APMs) or applicable regulations.
(b) Provide Ginnie Mae with monthly reports containing number of borrowers eligible for reimbursement and number of borrowers denied.
(c) Provide support and assistance to Issuers seeking to qualify borrowers.
(d) Process the requests for reimbursement. Ginnie Mae averages 60 reimbursement requests per quarter.
(e) Create a reimbursement file and deliver to Ginnie Mae and the CPTA for payment. (Ginnie Mae and the CPTA are responsible for making payments to Issuers.) The reimbursement file shall contain the Issuer identification number. Issuer name, Issuer address, Issuer contact information, the date the file is submitted to the Ginnie Mae CPTA, and the total amount to be reimbursed to each Issuer. The reimbursement payment files shall be submitted quarterly after each reimbursement period to Ginnie Mae by the 4th business day of the month following receipt.
(f) Provide Ginnie Mae with monthly reports containing total reimbursements, the number of borrowers for whom the Issuers received reimbursement, total reimbursements year to date, and since inception. Compensation to the Contractor shall be based on the number of borrowers for whom reimbursements were processed.
(g) Respond to Issuer inquiries on the status of their reimbursement.

C.4.5 TASK FIVE – RISK & INFORMATION ANALYTICS (FFP CLIN)

C.4.5.1 PROGRAM, PORTFOLIO, AND ISSUER ANALYSIS

Ginnie Mae needs robust data analytics, risk analysis, trend analysis, predictive analytics, and reporting on mortgage banking and mortgage finance, Ginnie Mae's MBS programs, Issuers, as well as Issuers' portfolios. This reporting should improve Ginnie Mae's existing capabilities and functionality to meet the analysis and reporting requirements of the PWS. To do this, the Contractor will need to leverage the capabilities of business intelligence tools, the existing

functionality of Ginnie Mae systems (e.g., GPADS, IOPP, CW, and DART), as well as related sources as applicable. Additionally, the Contractor shall enable Ginnie Mae to sort, analyze or cut program, issuance, Issuer and Issuer portfolio data in multiple ways when using and generating reports. Ultimately, Ginnie Mae needs analysis and reporting capabilities that ensure flexibility to easily and quickly provide analysis as well as new reports, as requested, based on Ginnie Mae's changing business needs. Often the same types of reports needed for program analysis are also needed for Issuer and Issuer portfolio analysis. During the six (6) month transition-in period, Ginnie Mae will work with the Contractor to develop the initial reports for this TO. During the six month transition-in period, Ginnie Mae estimates that it will develop with the Contractor the operational and analytics reports that will run monthly, quarterly, or annually, not to exceed a total of 75 specific reports to run in the base year. Currently, Ginnie Mae receives 38 reports regularly from the incumbent Contractor. See Attachment I - MBSA Reports.

C.4.5.1.1 PROGRAM ANALYSIS

Ginnie Mae performs program analysis and risk management for all its programs which consist of Single Family, Multifamily, HMBS, Multiclass Securities, and Manufactured Housing programs. This area of focus also includes analysis and statistics on the insuring agencies' existing and proposed programs. The insuring agencies include the FHA, VA, USDA RD, and HUD PIH. Ginnie Mae also performs analysis on other Federal and Government-Sponsored Enterprises (GSE) (e.g., Federal Home Loan Banks, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, loan Programs and Presidential initiatives (e.g., SCRA, Home Affordable Refinance Program (HARP), and Home Affordable Modification Program (HAMP).

The Contractor shall:

(a) Provide analysis and reporting on Ginnie Mae MBS programs, insuring agencies, other Federal and GSEs as well as Presidential initiatives. Examples of report types include but are not limited to:

(1) Issuance Report – Program Level: A monthly issuance report by program that includes a summary of monthly issuances for Single Family, Multifamily, Manufactured Housing, and Home Equity Conversion Mortgages, for the last two (2) years. The report also enables reconciliation and identifies programs that are either outliers or had a significant change compared to other programs based on certain issuance metrics.

(2) The MBS Activity Report: A monthly report on the monthly pool activity for Single Family, Multifamily, Manufactured Housing, and Home Equity Conversion Mortgages over the last year, as well an issuance growth rate. This report also includes issuances by product type, state, mortgage rate, and purpose code.

(3) The Monthly Mortgage Information Management System (MIMS) report: A monthly report summarizing the portfolio characteristics of Single Family, Multifamily, Manufactured Housing and Home Equity Conversion Mortgages Issuers. The report also assesses Issuers default risk, financial risk, compliance

risk and insurance risk.

(4) The Delinquency Report: A monthly report examining delinquencies in Single Family, Multifamily, Manufactured Housing, and Home Equity Conversion Mortgages including an analysis of recent trends in related delinquency benchmarks, issuance volumes and industry metrics (e.g., Fannie Mae and Freddie Mac).

C.4.5.1.2 ISSUER AND ISSUER PORTFOLIO ANALYSIS

Ginnie Mae performs monthly Issuer analysis and risk management to monitor Issuer risk and to assess if each Issuer is meeting the ongoing eligibility guidelines to participate in the MBS program as identified in the MBS Guide. Ginnie Mae Issuers may include depositories, non-depositories, Housing Finance Agencies, Real Estate Investment Trusts (REITS), the Federal Home Loan Bank of Chicago and other types of Issuers. Issuer analysis should incorporate Issuer financial and operational analysis as well as MBS Guide compliance. Ginnie Mae also performs Issuer portfolio analysis and risk management for MBS pools, loans, and securities across all programs types. Ginnie Mae performs this work by leveraging the capabilities, analysis, and reporting provided by Ginnie Mae's proprietary application GPADS.

The Contractor shall:

(a) Provide detailed information on each Issuer and provide a means to easily analyze this data that enables Ginnie Mae staff to quantify and gauge the potential risk each Issuer poses to Ginnie Mae. Provide analysis and reporting on Issuers' portfolios across all programs. Examples of reports include but are not limited to:

(1) Green Ratio Report. A monthly report comparing the advances Issuers need to make against the loan payments collected. This is a metric to measure Issuer's liquidity needs.

(2) Issuer Compliance. A monthly report that includes Issuers' information on originations, terminations, and insurance types; aging (terminated and insurance); and matching including trends.

(3) Issuers Monthly Summary Report. A summary of key portfolio data for all Issuers broken out by defaulted and non-defaulted portfolios.

(4) Issuance Report – Issuer and Issuer Portfolio Level. A monthly issuance report by Issuer and Issuer portfolio that includes a summary of monthly issuances by Issuer, pool type, mortgage rate, state, as well as any pools transferred at issuance ("PIIT" pooling activity). The report also identifies Issuers that are either outliers or had a significant change compared to other Issuers based on certain issuance metrics

(5) Watch List Report. A categorization of Issuers' portfolios by risk category based on delinquency risk, financial risk, compliance risk, and insurance risk.

(6) Quarterly CAVS Report. A quarterly report that shows the results of the Contractor's independent check on the ratings of the funds custodians that the Issuers use, per Section 16-8 of the MBS Guide.

C.4.5.1.3 NEW RISK ANALYSIS AND REPORTING

Ginnie Mae anticipates developing the following new types of reports with the Contractor during the initial six (6) months transition-in period not to exceed 25 new reports in the base year (these 25 new reports are included in the 75 total number of reports for the base year included in the FFP). This list provides a sampling of the new reports Ginnie Mae intends to develop under this TO:

(a) Agency Files: An analytics report on files received from the agencies such as the FHA Claims file.
(b) Agency and Enforcement Actions: An analytics report on recent agency actions and or enforcement actions against Issuers and program participants. This report would also include general news on Ginnie Mae's Issuers and program participants.
(c) Dormant Issuers: An analytics report that analyses dormant Issuers as a subset of active/inactive Ginnie Mae Issuers.
(d) Funds Custodians: An analytics report that documents who is holding custodial funds for Ginnie Mae Issuers. The report would include the amount of funds each Custodian holds per Issuer.
(e) Loss Mitigation, Delinquent Loans & Rapidly Repaying Pools: An analytics report on loans re-entering the Ginnie Mae program from loss mitigation or delinquent loan scenarios. This report would also provide analytical reporting on rapidly prepaying Ginnie Mae pools.
(f) Mature Pools: An analytics report on mature pools.
(g) MERS: An encompassing analytics report that leverages Ginnie Mae's existing MERS data.
(h) Pooling Errors: An analytics report that provides data on Issuers who commit pooling errors.
(i) Market Trends: A summary of overall market trends and risks relating to Ginnie Mae's programs and its Issuers' portfolio.

C.4.5.1.4 TECHNICAL ADVISORY QUERIES

Provide technical advisory queries or research to facilitate the detection, quantification, and mitigation of risks in the MBS programs. The technical advisory queries or research shall utilize data obtained from multiple sources by the Contractor and include commonly available material in the public domain to perform the analysis. Ginnie Mae averages approximately 50 technical advisory queries a month not to exceed 75 per month. Technical advisory queries fall under the technical advisory definition explained in Section C.3.4.2 Definitions and Terminology.

C.4.5.1.5 DOCUMENT AND MATERIALS REVIEW

Review and provide expert advice to Ginnie Mae in drafting MBS Guide changes, APMs, Ginnie Mae forms, web content, manuals, handbooks, and other internal or external related materials. Review and validate for completeness, consistency, accuracy and ensure operational and policy alignment, not to exceed 40 per quarter. Assess if policy changes have any system and application impacts and recommend updates, if required.

C.4.5.1.6 QUARTERLY BUSINESS REVIEW

Quarterly, produce the Quarterly Business Review (QBR). The QBR report is a presentation-quality document designed to provide Ginnie Mae management and staff with detailed analysis on Ginnie Mae. The QBR must utilize metric driven assumptions and asses Ginnie Mae's strengths, weaknesses, opportunities, and threats through the examination of various challenges to each business unit and to Ginnie Mae as an enterprise. The Contractor shall use data extracted from different independent sources to provide an in-depth and accurate view of the macro- and micro-economic environments and the mortgage banking industry. The tasks for producing and publishing the QBR report include:

(a) Compiling relevant information from each Ginnie Mae Program Office using, but not limited to, staff interviews, surveys, reviewing proprietary data, and external market research analysis, etc.
(b) Conducting technical advisory analysis.
(c) Formatting and presenting required information in a clear and concise report.
(d) Producing and publishing the report.

C.4.5.1.7 FIELD REVIEW SUPPORT

The Contractor will support Ginnie Mae's Field Review Contractor in generating appropriate pool and loan samples to support field review testing. The Contractor will adhere to Ginnie Mae's Compliance Review Guide and Document Custodian Compliance Review Guide when supporting field review tests.

C.4.5.2 ANALYTICS AND RISK APPLICATIONS

There are several key applications Ginnie Mae has deployed to support the MBS Risk Analysis functions. The Contractor will provide O&M support services for these applications as part of Task Six – Operations and Maintenance. These O&M services include system maintenance and monitoring, defect resolution, data loads and validation, data archives, account administration, report and dashboard generation, system and manual documentation updates, and end user support. These applications include GPADS, IOPP, CW, DART, MOR, Executive Dashboard and Operational Data Stores (ODS) as summarized below. Over the life of the TO, Task Six will cover the cost of any O&M required to support any new or enhanced Risk Analysis applications, databases, dashboards and related. These applications generate many of the reports described as examples in Section C.4.5 Task Five – Risk and Information Analytics.

(a) <u>Ginnie Mae Operational Data Stores (GMODS)</u>
The GMODS is a vital component of the enterprise data architecture for business management along with the business operations and business intelligence data management capabilities. The GMODS data is a subject-oriented, current-valued, integrated and volatile collection of detailed data.

(1) Ginnie Mae sources the GMODS data from multiple internal and external sources. It includes Pool level and Loan level subject areas Issuers detailed data as

well as pool and loan disclosure data.
(2) Currently the data is delivered to Ginnie Mae through the DART data mart application.
(3) GMODS data is also used as a feeder to other data analytical data marts like IOPP, CW, and MOR.

The Contractor shall refresh the data with different frequencies of daily, weekly, or monthly.

(b) Ginnie Mae Portfolio Analysis Database System (GPADS)
GPADS is a module within RFS. GPADS provides Ginnie Mae the capability to track and monitor performance and conduct risk analysis for both the overall loan portfolio as well as for individual Issuers. This is accomplished by analyzing financial and operational information obtained from Issuers and other sources. By combining the GPADS analytical results and the information and analysis from other applications (e.g. CW and Independent Public Accountant), Ginnie Mae is able to effectively evaluate and support the approval of Issuers' commitment authority. GPADS supports over 40 reports and dashboards including:

- Issuer Analysis: Summary and detail statistics, such as total loans, pools, RPB, delinquencies, geographic composition, and benchmarking, etc.
- Lender Analysis: Basic statistics for each agency (e.g. FHA, VA, PIH, and RD) and a total for each lender.
- Program Queries: Views of overall portfolio by program, Issuer, and lender.

The Contractor shall:

(1) Update the GPADS module using monthly loan data received from Ginnie Mae's EWODS. The loan and pool data shall be updated into GPADS on or before the 10th business day of the month.
(2) Before release, ensure that GPADS data meets Ginnie Mae's data certification policies in respect to synchronization, validity, accuracy, timeliness, and frequency of occurrence. GPADS displays a slightly different view of the data than other modules within RFS, however, portfolio characteristics should be identical. At a minimum, reconcile Issuer count, loan count, pool count, and the pool and security balances in GPADS back to RFS baseline production reports MP-0008, HR-0201 MBS and HMBS Monthly Financial Summary Reports. Notify Ginnie Mae of any discrepancies and reasons for discrepancies.
(3) Update the GPADS with field review and financial statement review results submitted directly to Ginnie Mae or through a Ginnie Mae Contractor.
(4) Process the loan origination data using statistical programs which are part of RFS. The analytical results shall be loaded into EWODS and a summary made available to Ginnie Mae.
(5) Provide a monthly report on Ginnie Mae issuance volume, broken out by Single Family, Multifamily, HMBS, and Manufactured Housing, which may include historical data for comparison on number of pools, loans, and overall securitization volume.
(6) Provide a monthly report on the most recent issuances, with information compiled by Issuer, pool type, mortgage rate, geographic location and the quantity of PIIT pools issued and then immediately transferred during the current reporting

month.
(7) Provide a monthly report estimating Ginnie Mae's market share of Single Family FHA, Single Family VA, and Multifamily FHA product, including a breakdown of fixed rate and/or adjustable rate loans.
(8) Provide a specialized monthly report on the payment histories of loans originated under Ginnie Mae programs, such as, for example, Hope for Homeowners program and pooled within Ginnie Mae securities. This report should also identify loans that have not made a payment in the first 120 days.
(9) Provide a monthly report on the number of households financed by loans in new Ginnie Mae pools.
(10) Provide a quarterly report on the amount of outstanding balances and the number of pools at the program and portfolio levels.
(11) Provide a quarterly report with the count and ranking of Ginnie Mae's "active" Issuers as defined by Ginnie Mae.
(12) Process monthly loan origination/monthly reporting errors as derived from RFS Suspense module and deliver a monthly report that quantifies data integrity and pooling or other data errors.
(13) Load monthly dormant Issuer report to include Ginnie Mae-approved extensions.
(14) Provide monthly sub-servicer dashboard summarizing key data points and trends.
(15) Incorporate PIIIT pool and other pool transfer analysis that would include "what if" analyses on buyers and sellers.
(16) Include quarterly aged, unmatched loan and terminated insurance analysis and trending.
(17) Incorporate relevant HMBS metrics and analysis.
(18) Incorporate analysis on Issuer pool certification/recertification, LOC's and other metrics surrounding time needed to complete pool certification.
(19) Display CAVS pass/fail status.

(c) Issuer Operational Performance Profile (IOPP)

IOPP is a tool residing in GMEP designed for Ginnie Mae to measure an Issuer's performance and performance trends against specific operational and default metrics. IOPP enables our Issuer partners to better understand Ginnie Mae's expectations and what is important to Ginnie Mae. IOPP provides Issuers with a framework and methodology from which they can gauge their effectiveness against a pre-determined set of Ginnie Mae expectations (metrics) as well as how they rank against their peers. IOPP helps to drive internal consistency in monitoring the business activities across the broader population of Ginnie Mae Issuers and lays down the basis for providing constructive feedback to Issuers. IOPP improves overall Issuer management through integrated and formalized processes and procedures that define and measure participant performance in Ginnie Mae programs. IOPP uses two key set of metrics to measure the Issuer's against their peers; operational metrics to measure the ability of an Issuer to operate effectively and default metrics to measure the ability of an Issuer to manage its delinquent portfolio effectively. Effectiveness scores are determined by rating each Issuer against a pre-defined peer group and applying a weighted algorithm that incorporates various metrics.

Effectiveness results are communicated monthly to the Issuer. The IOPP module utilizes various performance calculations, field review reports, and Pool Processing Agent (PPA) operational reports in Issuer performance evaluation.

The Contractor shall:

(1) Provide resources to contribute to, participate in, and support MBSOA Contractor team activities and functions associated with the analysis, planning, strategy, and software maintenance throughout the life of the IOPP tool.
(2) Execute monthly Data Extracts and Loads.
(3) Before release, reconcile, review and approve in accordance with Ginnie Mae's data certification policies in respect to synchronization, validity, accuracy, timeliness and frequency of occurrence. Immediately, notify Ginnie Mae of any discrepancies and reasons for discrepancies.
(4) Provide User Training as appropriate not to exceed more than 12 training sessions per fiscal year.
(5) Respond to technical advisory research requests not to exceed more than 20 per month.
(6) Address new enhancement and resolution of defects-in particular new bugs/issue identification and resolutions.
(7) Execute functionality updates.
(8) Maintain and update User Aids including: IOPP Scoring Methodology Job Aid, IOPP Definitions – Multifamily, IOPP Definitions - Single-Family & HMBS, IOPP Single-Family Demo, and IOPP Multifamily Demo.
(9) Provide monthly reports including: IOPP Peer Group Listings, GMEP IOPP Report, as well as IOPP Monthly Update of SF and MF trends.

(d) Corporate Watch (CW)

The CW system is designed to enhance the Ginnie Mae GPADS module by enabling Ginnie Mae users to measure key risk and performance characteristics needed to perform counterparty risk monitoring. This risk analysis tool is Ginnie Mae's repository for all counterparty risk measures and analysis. Ginnie Mae averages one (1) report from CW per month not to exceed 15 reports per year. Since July 2012, Ginnie Mae has relied on CW as a key system that provides risk and performance measures that improve the ability for Ginnie Mae to monitor counterparty risk through: Centralized risk management of Ginnie Mae's exposure to counterparties at an aggregate and entity level, including Issuers, sub-servicers, document custodians, principal and interest (P&I), as well as taxes and insurance (T&I) custodians. Ability to manage counterparty exposure through the calculation of limits and identification of current and future exposure. Use of an Issuer risk grades model and reporting to help Ginnie Mae assess the credit worthiness and financial health for each counterparty. Reporting detailing the components of the risk grade for mortgage banks. Administrative capability to set customized exposure limits and final assigned risk grades; ability for analyst to set up a customized portfolio of counterparties and define custom risk criteria; what if scenarios to analyze pending portfolio transfers and mergers; integration of HMBS notional exposure; linkage with Salesforce to view an Issuer's credit review and assessment; inclusion of external data on

various reports, including: watch list indicators, FHA indemnifications, GSE portfolio balances, and Ginnie Mae Issuer MSR values; custom automated trigger notifications; custom notifications, including manual limits and ratings, reason for no limits, and ratings source as well as management reporting dashboards.

CW's utility and value is derived through synergy with multiple complex data sources; thus the Contractor shall obtain, manipulate, and load a wide variety of data from multiples sources periodically. Typically, but not exhaustively or always, this entails the following: Generally, all data work must relate or aggregate at the entity level. For example, 1) a single Issuer doing business under the Single Family and Multifamily MBS program, that Issuers combined exposure must be calculated at the entity level; 2) two subsidiaries of a parent must consolidate to show risk metrics at the parent/consolidated level; 3) Other business line or entity consolidations as encountered within the MBS program. All data imports must be supplementary (not overwrite) so that historical and/or trend risk analytics is possible.

The Contractor shall:

(1) Obtain, modify, and quality review the external data feed Mortgage Bankers Financial Reporting Form (MBFRF) (or substitute) for non-depositary Issuers. Certain value-add data analysis/modification will be necessary to report at the entity level. Import into the CW system.
(2) Obtain, modify, and quality review the external data feed for depositary Issuers. This may be from SNL subscription, FDIC data, FFEIC data feeds, or equivalent data source at Ginnie Mae's discretion. Certain value-add data analysis/modification will be necessary to report at the entity level. Import into the CW system.
(3) Obtain, modify, and quality review the internal Issuer, loan, and or securities data feeds for all Issuers for selected data values. This may be from GPADS, EWODS, RFS, etc. at Ginnie Mae's discretion. Certain value-add data analysis/modification will be necessary to report at the entity level. Import into the CW system.
(4) Obtain, modify, and quality review the Exposure data for all Issuers. Certain value-add data analysis/modification will be necessary to report at the entity level. Import into the CW system.
(5) Obtain and import the external data feed corporate credit ratings from Subscribed External Rating Agencies into the CW system. Currently, these are Moody's, S&P, and Fitch.
(6) Obtain and import the external data feed servicer ratings from Subscribed External Rating Agencies into the CW system. Currently, these are Moody's, S&P, and Fitch.
(7) CW's end-user experience and deliverables shall be, at a minimum, consistent with the items explained in this section. In addition to the supplementary reports and report sections maintained in the CW system, the Contractor must maintain the following baseline reports within the CW system:

(i) Use applicable data available to produce a rating.

(ii) Use applicable data available to produce an exposure report.
(iii) Use applicable data available and a calculation methodology to produce a limits report.
(iv) Use applicable data available and a calculation methodology to produce a financial statement underwriting report.
(v) Use applicable data available and a calculation methodology to produce an Issuer risk grade detail report. This particular task uses a data intensive percentile ranking methodology.
(vi) Maintain an interface that allows managerial data updates which override data or calculations (manual risk grade or limits grading).
(vii)Use applicable data available and a calculation methodology to produce administrative reports from the CW system.

(e) Data Analysis and Reporting Tool (DART)
DART is a data querying tool utilizing Business Objects that enables internal Ginnie Mae users to easily retrieve historical pool and loan data to gain a better understanding of past performance of mortgage-backed securities and answer questions from Issuers and Investors. The tool provides access to information on pool level, loan level, pool disclosure, and loan disclosure data with basic and advanced reporting capabilities.

The Contractor shall:

(1) Load data from EWODS by the 6th business day of each month.
(2) Notify Ginnie Mae when new or updated production data is ready for consumption.
(3) In consultation with Ginnie Mae, develop a Quality Assurance process and check list to ensure complete and accurate data within six (6) months of project start.
(4) Before release, reconcile, review and approve in accordance with Ginnie Mae's data certification policies in respect to synchronization, validity, accuracy, timeliness and frequency of occurrence. Immediately, notify Ginnie Mae of any discrepancies and reasons for discrepancies.
(5) Implement new or update existing quality assurance processes and controls when necessary, working closely with Ginnie Mae, to ensure data certification and validation activities are commensurate with Government security and data management audit mandates. Complete these activities within six (6) months of project start.
(6) Ensure data loads and scheduled production processes are performed according to production schedules specified or approved by Ginnie Mae, and in compliance with established Service Level Agreements (SLAs).
(7) Perform updates to inbound and outbound interfaces that may be impacted by minor enhancements to the application.
(8) Update or develop user manuals, online help, and other related operations documents to ensure the system and its processes are easily understood.
(9) Participate in relevant stages of HUD's project management lifecycle, working closely with development teams who are contracted to perform

Major Enhancements on Ginnie Mae's behalf to ensure proactive engagement for transition to production.

(f) Master Subservicer Operational Reporting (MOR)

MOR is a centralized data repository that provides advanced analytics and reporting on Ginnie Mae's MSS and enables consistent views of Ginnie Mae's MSS portfolio performance. It supports MSS loan-level operational and accounting analysis, advanced reporting and self-service querying capability. MOR collects, processes and validates data provided by Ginnie Mae's MSSs. It is integrated with RFS to enable data reconciliations of the MSS provided data to the relevant RFS data. MOR integrates data provided by Ginnie Mae's Valuation and Accounting Policy Engagement (VAPE) contractor. This capability enables Ginnie Mae to leverage the valuation modeling services provided by the VAPE contractor. The valuation modeling includes credit subsidy cost calculations, mortgage servicing rights valuations (MSR) valuations, and Issuer specific econometrics. MOR performs automated MSS insurance matching to match loans from the MSS against the endorsement data from FHA, VA and RD to check the current endorsement/insurance status of those loans. This process generates the current match code as well as provides the last known RFS match code for each loan as of the date of Issuer default. Additional drill-down on specific subsets of loans is also provided in the matching results.

The Contractor shall:

(1) Notify Ginnie Mae when new or updated production data is ready for consumption.
(2) In consultation with Ginnie Mae, develop a Quality Assurance process and checklist to ensure complete and accurate data within six (6) months of project start.
(3) Before release, reconcile, review and approve in accordance with Ginnie Mae's data certification policies and tie loan population counts to defaulted Issuer portfolio accounting reports (for non-pooled loans) and RFS (for pooled loans). Notify Ginnie Mae of any discrepancies.
(4) Implement new or update existing quality assurance processes and controls when necessary, working closely with Ginnie Mae, to ensure data certification and validation.
(5) Ensure data loads and scheduled production processes are performed according to production schedules specified or approved by Ginnie Mae, and in compliance with established Service Level Agreements (SLAs).
(6) Perform updates to inbound and outbound interfaces that may be impacted by minor enhancements to the application.
(7) Update or develop user manuals, online help, and other related operations documents to ensure the system and its processes are easily understood within six (6) months of project start.
(8) Participate in relevant stages of HUD's project management lifecycle, working closely with development teams who are contracted to perform major enhancements on Ginnie Mae's behalf to ensure proactive engagement for transition to production.

(g) Executive Dashboard

Ginnie Mae Dashboards will provide executive-level leadership, plus the Office of Portfolio Management (OIPM) staff, with automated dashboards. The Executive Dashboards analyze and monitor Issuers' performance, trends, and organizational health against a standardized set of key performance indicators (KPIs) and metrics. Executive-level dashboards will provide insight into Ginnie Mae's MBS program, Issuer performance, financials, and operations, while OIPM dashboards will allow users to monitor Single Family Issuance, Single Family Portfolio, and Multifamily Portfolio. Ginnie Mae Dashboards will provide Ginnie Mae with increased visibility of KPIs and metrics, a foundation for enhanced decision making and communication capabilities, and support to make more informed and nimble decisions aligned to current and future business goals. The future goal of Ginnie Mae Dashboards is to become Ginnie Mae's "one-stop shop" for enterprise analysis and insight for Ginnie Mae leaders, executives, and business users. The Contractor will support the Ginnie Mae Executive Dashboard. If additional development of the Executive Dashboard is required, this work will be covered under Optional Task Seven – Enhancements.

The Contractor shall:

(1) Notify Ginnie Mae when new or updated production data is ready for consumption.
(2) Before release, reconcile, review and approve in accordance with Ginnie Mae's data certification policies in respect to synchronization, validity, accuracy, timeliness and frequency of occurrence. Immediately, notify Ginnie Mae of any discrepancies and reasons for discrepancies
(3) Implement new or update existing quality assurance processes and controls when necessary, working closely with Ginnie Mae, to ensure data certification and validation activities are commensurate with Government security and data management audit mandates. Complete these activities within six (6) months of project start.
(4) Ensure data loads and scheduled production processes are performed according to production schedules specified by Ginnie Mae, and in compliance with established Service Level Agreements (SLAs).
(5) Before release, reconcile, review and approve in accordance with Ginnie Mae's data certification policies in respect to synchronization, validity, accuracy, timeliness and frequency of occurrence. Immediately, notify Ginnie Mae of any discrepancies and reasons for discrepancies.
(6) Update or develop user manuals, online help, and other related operations documents to ensure the system and its processes are easily understood within six (6) months of project start.
(7) Participate in relevant stages of HUD's project management lifecycle, working closely with development teams who are contracted to perform Major Enhancements on Ginnie Mae's behalf to ensure proactive engagement for transition to production.
(8) Monitor application performance and issues, initiating escalation procedures when warranted.

(9) Perform troubleshooting and defect resolution related to the application, in close cooperation with Ginnie Mae's current Managed Data Center and internal operations team.

(h) Salesforce

Salesforce is used to support workflow and decision management an end-to-end relationship management and workflow automation capabilities such as new Issuer applicant review, Issuer management, and various approval, governance and administration functions. There are interfaces between Salesforce.com and Ginnie Mae applications that are hosted by the PPA/CPTA and the MBSOA. Additionally, the MBSOA utilizes Informatica Extract Transform and Load, Application Programming Interfaces and CipherCloud.

The Contractor shall:

(1) Operate and maintain Salesforce applications and interfaces and provide customer support to Ginnie Mae users and coordinate with other Ginnie Mae Contractors. The maintenance typically includes recurring periodic data imports from the RFS system.

(2) Operate and maintain Salesforce custom modules. Ginnie Mae utilizes custom designed modules based on the Salesforce platform. These include the Application Connection and Decision Management modules. Application Connection is a partially public facing module that allows private industry to submit an application to become a Ginnie Mae Issuer. Decision Management is an internal module that allows Ginnie Mae to document a business request and record management's decision (this is distinct from standard Salesforce approval workflows).

(3) Perform user interface changes, queries, report building, and other minor enhancements and integration activities of less than 500 hours apiece.

(4) Provide support to Ginnie Mae's asset sales and Issuer default activities.

(5) Maintain a list of Ginnie Mae and other licensed users, provide monthly updates to assist Ginnie Mae in forecasting and managing license requirements. Obtain annual renewals and acquire additional licenses as directed by Ginnie Mae. (Cost of licenses to be reimbursed at cost as described in Task Eleven – Direct Costs & Ancillary Services.)

(6) Ensure data integrity, timely data uploads and maintenance of data in order to support risk management activities and transactional components in Salesforce such as Commitment Authority, Pool Transfers, and Pool Issuance with Immediate Transfer (PIIT). The integrity of this information and the associated integrated functionality with Ginnie Mae applications hosted by the PPA/CPTA is essential to appropriate risk management and transactional efficiency.

C.4.5.3 Independent Public Accountant (IPA) Reconciliation

The IPA module is part of RFS. It captures annual audited financial information of Ginnie Mae's Issuers and allows for evaluations of the financials based on a set of criteria defined by Ginnie Mae. Ginnie Mae engages a separate IPA Contractor to receive the financial statements,

supplemental reports from the Issuers, perform the IPA reviews, and enter data into the IPA module. Currently, the IPA Contractor transmits the review ratings as well as other key information from the financials to IPMS, which is maintained by Bank of New York Mellon (BNYM). This process is currently linked to Ginnie Mae's commitment authority approval process. If IPMS delays or rejects reviews, this delays compliance and financial information from reaching Ginnie Mae. In addition, the current system users cannot easily access the information within the IPA module for their own analysis and decision-making purposes. IPMS delays in processing reviews may impact the commitment authority process.

(a) IPA & IPMS Reconciliation:

(1) Currently, in order to continue with IPA reviews and access the information captured in the IPA module, Ginnie Mae needs a number of manual workarounds which do not require major system changes. When a large number of Issuers' audited financials are received and reviewed, the MBSOA Contractor will need to perform the necessary workarounds and communication with Ginnie Mae plus the IPA Contractor, to support the reviews. Historically, the largest volume of IPA reconciliations takes place in April.

(2) The Contractor will work with all the parties involved, including Ginnie Mae, the IPA Contractor, and BNYM, as directed by Ginnie Mae, to perform the IPA reconciliation. The Contractor will assist Ginnie Mae in providing communications, including reporting, to all the parties involved regarding issues, approvals of the manual workarounds by Ginnie Mae, and confirmation of resolutions.

(3) Ginnie Mae will explore broader system enhancements and solutions for eliminating the need for IPA reconciliations as a project under Optional Task Seven – Enhancements.

C.4.5.4 Risk Review of New Issuer Applications

Ginnie Mae reviews all potential Issuers applying into the MBS program based upon comprehensive factors, including a company's financial strength, management team's breadth and acumen, business plan viability, MBS production capability, servicing plan, quality, and securities expertise. Ginnie Mae averages five new Issuer applications per month not to exceed 125 per year.

(a) New Issuer Application Assistance

The Contractor shall support and assist in the processing of new Issuer applications by collecting, compiling, and presenting required information from all new Issuer applicants for Ginnie Mae's review.

Specifically, the Contractor shall act as the initial review team responsible for the following:

(1) Review submitted Issuer application packages using the Ginnie Mae-approved Issuer application system.

(2) Follow up with applicants for required information until a complete package is received.

(3) Follow up with applicants for additional information as requested by Ginnie Mae.
(4) Draft justification memos for completed applications using the Ginnie Mae-approved justification memo template for Ginnie Mae's completion, review, and approval.
(5) Monitor the Ginnie Mae provided applicant hotline.

(b) New Issuer Application Process
Typically, this process spans seven discrete phases over a 71-day managerial timeline:

(1) New application received. The Contractor starts reviewing submitted application.
(2) The Contractor reviews the submitted documentation on Salesforce using the internal checklist in Excel, then creates the initial punch list based off of any outstanding items. Contractor emails the punch list to the applicant and awaits response.
(3) When the Contractor receives all of the requested items, Contractor updates the Excel checklist.
(4) The Contractor performs an internal quality control check to ensure all items have been received and standards met.
(5) The Contractor drafts the Justification Memo in Microsoft Word on the prescribed template. This is a factual summary document and is neutral in any decision or recommendation. Ginnie Mae later continues work on this document to add a decision or recommendation.
(6) The Contractor performs an internal quality control check to ensure justification accurately summarizes all items captured in the previous steps.
(7) The Contractor finalizes the Justification Memo, uploads it to Salesforce at which time the process is handed off to Ginnie Mae.

(c) The Contractor shall provide Ginnie Mae with weekly written progress reports. The progress reports shall provide information on what work has been completed, address issues or concerns, and financial expenditures to-date. Where slippage is identified, the Contractor shall notify COR and GTR promptly. The weekly progress report shall identify the reason for the slippage and what actions are being taken by the Contractor in order to bring the project back on track.

(d) The Contractor shall assist Ginnie Mae in the periodic review of the overall new Issuer application program design to identify and recommend improvements to the program from a design, process and operational execution perspective. This would include a review of the business processes, policies, SOPs and supporting work activities to enable the Contractor to provide holistic and actionable recommendations to Ginnie Mae for program improvements.

(e) The Contractor shall support and assist Ginnie Mae in any materials and documentation requirements for the new Issuer application program.

(f) The Contractor shall provide support and minor enhancements to the Salesforce.com

implementation used to support new Issuer applications.

C.4.5.5 Establish and Maintain Third Party Data Interfaces

The Contractor shall interface and obtain administrator access to third party provided financial analysis and data services to support Ginnie Mae's analytics needs. The Contractor shall ensure the loading of all applicable data into the appropriate Ginnie Mae internal system(s) on an on-going basis. Currently, Ginnie Mae has direct licenses with these third party vendors to provide this information:

(1) Mortgage Bankers Financial Reporting Form (MBFRF)
(2) SNL Financial, LC (SNL)
(3) Fitch Solutions, Inc. (Fitch)
(4) Moody's Analytics Inc. (Moody's)
(5) Standard & Poor's Financial Services LLC (S&P)

C.4.6 TASK SIX – OPERATIONS & MAINTENANCE (FFP CLIN)

C.4.6.1 Operations and Maintenance (O&M)

(a) FFP O&M

Ongoing operations and maintenance (O&M) encompasses the ongoing operations and maintenance of Ginnie Mae's MBS securitization platform(s) which includes operating and maintaining all software, technical and other resources necessary to support the production systems necessary to perform the activities outlined in this TO:

(1) "Operations": Refers to any activity or resources necessary to utilize or "run" production software and infrastructure on a day-to-day and recurring basis. This includes software and infrastructure that may be implemented over the term of this TO.

(2) "Maintenance": Means any activity necessary to support production software and any associated licenses, facilities and other resources necessary to support the activities under this TO. This includes minor enhancements or changes requiring less than 500 hours each of labor.

The combined term "Operations and Maintenance" (O&M) encompasses the definitions above and all activities required to support the production of IT systems necessary to perform activities set forth in this TO.

Ginnie Mae's objective is for the Contractor to provide as a fixed price, the necessary skills and adequate staffing to support the applications, technologies, software and related items and provide operations and maintenance for all processes necessary to support the services and minor enhancements in this TO. This also encompasses the future implementations of software, technologies and business processes to the extent that they are reasonable and consistent with the broad skillsets and expertise required to support the processes and technologies in production at time of project start. For example, a new software implementation and future enhancements that use existing technologies, skillsets or staffing would be covered under this fixed-price line item.

(b) Enhancements

(1) The objective is for Ginnie Mae to receive continuous process, system and application enhancements in a cost effective manner. Any effort by the Contractor to "package" or "bundle" enhancements into groupings in excess of 500 hours is not consistent with this objective.

(i) Included under the "maintenance" portion of this section are updates or enhancements to production systems requiring less than 500 hours of labor defined and used herein as "minor" changes or enhancements. This encompasses defects ("bug" fixes) as well as changes to accommodate new requirements or minor enhancements to functionality, process improvements, or infrastructure. It also includes enhancements and fixes to applications, reports and processes deployed over the term of the TO

(ii) Notwithstanding the 500-hour threshold, the Contractor shall perform, at the Contractor's expense, any bug fixes or defect remediation to any software deployed by the Contractor regardless of the level of effort.

(iii) The Contractor shall identify and propose process improvements and enhancements individually by work breakdown structure.

(2) If a future enhancement does not meet the minor enhancement criteria (500 hours or less); could not reasonably have been anticipated; or requires a significant increase in staffing level, or additional skillsets, the Contractor shall notify the COR and the GTR in writing. The Contractor's notification should include a justification and supporting documentation explaining why the future enhancement does not meet the minor enhancement criteria. The Contractor must provide this notification as soon as it becomes aware of the issue and before deployment for a final determination by the Contracting Officer.

(3) As enhancements are introduced over the course of the task order, each enhancement will be subsumed into the existing O&M pricing or an equitable adjustment will be made to the O&M pricing, as mutually agreed to by the Contractor and the Government. In addition, production fixes, enhancements, patches, and hardware upgrades are deployed approximately 30 weekends per year; occasional emergency fixes are allowed during the work week. The remaining weekends are blocked from production deployments due to monthly first and sixth business day activities, disaster recovery tests, and holiday schedules. Each weekend deployment schedule is approved by Ginnie Mae on Thursday, and averages ten deployments per weekend.

(c) O&M for RFS Applications Used in MBS Operations, Data Collections, Risk & Information Analytics Tasks

The Contractor is responsible for providing O&M for all of the following Ginnie Mae applications:

RFS Data Collection & Reporting Applications: Ginnie Mae uses RFS applications to run its regular MBS data collection and reporting tasking including:	**RFS Risk & Information Analytics Applications:** Ginnie Mae uses RFS applications to perform MBS analytics and risk tasks including:
1. Contact Management (CM); 2. Custodial Account Verification System (CAVS); 3. Data Disclosure (DD) 4. E-Notification (EN); 5. HMBS Reporting and Administration (HRA); 6. Independent Public Accounting (IPA); 7. Matching and Suspense (MAS); 8. Pool Accounting & Exception Feedback (PAEF), Single and multifamily modules; 9. RFS Administration (ADMIN); 10. Servicemembers' Civil Relief Act (SCRA); 11. Widely Held Fixed Investment Trust (WHFIT);	12. Corporate Watch (CW); 13. Data Analysis and Reporting Tool (DART); 14. Executive Dashboard (in the future) 15. Ginnie Mae Meta Data System (GEMS); 16. Ginnie Mae Operational Data Store (GMODS); 17. Ginnie Mae Portfolio Analysis Database (GPADS); 18. Issuer Operational Performance Profile (IOPP); 19. Master Subservicer Operational Reporting (MOR).
_	**Non-RFS Risk & Information Analytics Application:** Ginnie Mae also uses this non-RFS application to perform MBS analytics and risk tasks:
_	20. Salesforce

The Contractor shall:

(1) Provide database and system administration functions such as, but not limited to, the use, administration and maintenance of databases, online storage management, online capacity planning, business applications, user training and other miscellaneous administrative duties as well as performance management.
(2) Operate and maintain all Ginnie Mae business applications related to this TO.
(3) Prepare, update and provide to Ginnie Mae electronic and hard-copy (4) documentation in accordance with HUD's PPM including but not limited to process flows, network diagrams, systems documentation, as well as the policies and procedures necessary to perform MBSOA activities. Update this documentation semi-annually and provide to Ginnie Mae.
(4) Provide the necessary skills and adequate staffing to support the applications, technologies, software and related items and provide operations and maintenance for all processes necessary to support the services in this TO.
(5) Maintain system interfaces and interoperability to support the full range of applications functions and services as well as their network functionality and management.
6) Propose and implement continuous process improvements in respect to maintaining data quality and the movement of data across platforms and

interfacing with other Ginnie Mae contractors.
(7) Identify any gaps, document, define and continue to update the interfaces between all application services to be invoked, processing frequencies, targets, sources, inputs and outputs, etc.
(8) Maintain secure application operations of the application – its front end interface and supporting technology, as well as the back-end databases in which information is stored.
(9) Perform planning, development, design, testing, and go-live activities for minor enhancements to application interfaces, as well as related minor changes to underlying data structures.
(10) Perform change and release management, configuration management and technology upgrades and patches in accordance with Ginnie Mae's governance and standards.
(11) Perform troubleshooting and defect resolution in close cooperation with Ginnie Mae's internal operations team, other contractors, and Ginnie Mae's Managed Data Center.
(12) Monitor application performance, issues, monitoring and tuning. Initiate escalation procedures when warranted.
(13) Implement new or update existing quality assurance processes and controls when necessary, working closely with Ginnie Mae, to ensure data certification and validation activities are commensurate with Government security and data management audit mandates.
(14) Ensure user management, back-up, and archiving activities are performed in accordance with Government standards.
(15) Ensure data loads, scheduled production processes, and automated reports are generated according to production schedules specified or approved by Ginnie Mae, and in compliance with established Service Level Agreements (SLAs).
(16) Perform updates to inbound and outbound interfaces that may be impacted by minor enhancements to the application.
(17) Manage user administration.
(18) Provide systems maintenance and monitoring of database tables and ETLs mapping/ workflows.
(19) Provide capacity planning activities.
(20) Ensure that application enhancements follow MBSOA system development lifecycle (SDLC) methodology which meets CMMI Level II requirements
(21) Provide and or update Standard Operating Procedures.
(22) Maintain and Update Operational and Maintenance (O&M) Manuals within thirty (30) days of application or process change.
(23) Maintain and update User Manuals within thirty (30) days of application or process change.
(24) Perform in accordance with NIST, FISMA, OMB-130, OMB-127, OMB-123 and all applicable Ginnie Mae, HUD and Federal guidelines.
(25) Coordinate all matters related to hardware and software infrastructure with Ginnie Mae.

(d) Data Architecture

The Contractor is responsible for assuring that the data architecture documentation is kept current.

The Contractor shall:

(1) Update the data architecture documentation at a minimum of semi-annually.
(2) Update the data architecture documentation any time there are changes made to the data architecture.
(3) Provide Ginnie Mae with a copy of updated documentation.

(e) Configurations

The Contractor shall:

(1) Support WAN/LAN/infrastructure testing related to applications supporting this TO.
(2) Perform configuration management techniques as per Ginnie Mae policies and procedures.
(3) Assess and mitigate the impacts that system and schema changes have on Ginnie Mae operations:
(i) Using Ginnie Mae's CM tool, (currently JIRA), the Contractor shall track and control the status of all system configurations to ensure version control, thereby ensuring that application modifications are built logically, incrementally, and under positive change management.
(ii) Be able to identify the current software and/or application versions under usage.
(iii) Conduct routine audits of the applications to ensure version control.
(iv) Comply with Ginnie Mae's change control and configuration management policies and procedures.

(f) Compliance

The Contractor shall:

(1) Administer, manage, maintain, or enhance/upgrade all GFP and GFE under this contract in accordance with all applicable federal laws and regulations. This includes, but is not limited to the Federal Information Security Management Act, the Clinger-Cohen Act, the Government Paper Reduction Act, the Government Paper Elimination Act, the Computer Security Act, Office of Management and Budget Circulars A-130, A-127, and A-I23, Department of Housing and Urban Development regulations and policies, applicable Ginnie Mae handbooks, policies, and procedures.
(2) Manage and maintain all applications documentation and provide quality assurance for the creation of, and updates to, the applications' documentation according to Ginnie Mae's PPM or any follow-on methodology adopted.
(3) Perform all information technology work under this TO in accordance with

all current and new applicable statues, regulations, policies or guides as they evolve over the term of the TO.
(4) Ensure IT architecture complies with the Federal Enterprise Architectural Program Management Office's (FEAPMO) Technical Reference Model (TRM), so that Ginnie Mae can satisfy its stated and derived business requirements.
(5) Adhere to Ginnie Mae's Change Management Policies and Procedures as they evolve. Participate in periodic change management meetings as hosted by Ginnie Mae to coordinate changes and releases across Ginnie Mae's contractors and environments. Provide weekly status reports for all production defects, change requests, and system releases.

(g) Ginnie Mae Website

Ginnie Mae maintains and operates the web site www.ginniemae.gov to support the general public, investors, Issuers and other business partners, as well as for Ginnie Mae staff use. Ginnie Mae uses the website to communicate with, to Issuers, investors, business partners and external stakeholders' information about changes to Ginnie Mae's programs, policies, and business operations.

The Contractor shall:

(1) Maintain and provide required updates or refreshes to ensure a fully operational website 24/7. This includes all portions of the website necessary to support data disclosure and bulk downloads of data disclosure.
(2) Maintain Section 508 compliance, incorporating functionality to address disabled and handicapped users.
(3) Add or modify technical components of website pages per instructions provided by the web manager via the GTR.
(4) Perform all website activities to support data disclosures to capital markets.

(h) Help Desk

Provide system and application support to assist Ginnie Mae's staff, vendors and business-partners. This includes the management of all types of inquiries (i.e. email, phone, website, etc.). Ginnie Mae's Help Desk averages 100 contacts per month and 300 contacts per quarter. Approximately 40 percent of all contacts come to the Help Desk in the first five (5) business days of the month during Issuer reporting.

The Contractor shall:

(1) Capture the inquiry, address the inquiry, and if necessary, escalate as appropriate to ensure timely resolution.
(2) Provide support personnel to provide timely responses to inquiries as received.
(3) Provide and maintain the Issuer Support hotline. Provide and transition the existing 1(888) 446-6434 toll free number from the incumbent MBSA contractor.
(4) Provide mutually agreed upon help desk service statistics and performance measures to assess customer service levels.
(5) Provide support Monday through Friday, 8:30 am to 7:00 pm Eastern

Standard Time.

(i) Operational and Technical Incident Reporting

Technical Incident: A technical incident is defined as an event, either accidental or deliberate, that results in unauthorized access, loss, disclosure, modification, or destruction of information technology systems, applications, or data.

Operational Incident: An operational incident is defined as any failure that has a material impact upon the operation of any production system especially, an impact upon data quality, timelines or user impact. Priority 1 and Priority 2 Operational Incidents would include instances in which the user impact is widespread and no practical work-around would be appropriate.

The Contractor shall:

(1) Provide 24/7/365 monitoring.
(2) Immediately notify the COR and the Contracting Officer of any known or suspected incident, or any unauthorized disclosure of the information contained in the system(s) to which the Contractor has access.
(3) If a Priority 1 or Priority 2 Operational Incident occurs, the Contractor shall:
    (i) Notify Ginnie Mae Office of Securities Operations immediately.
    (ii) Provide a written Operational Incident Report within 24 hours that includes, at a minimum, a description of the problem, root cause analysis, impact statement, lessons learned and remediation plan.

(j) Data & Quality Assurance

Ginnie Mae's contractors work in a highly integrated environment which includes the collection, movement and distribution of data and quality assurance activities as data is shared and moved between environments and contractors. Data is received and utilized by the MBSOA from sources such as Issuers, the housing guaranty agencies, other Ginnie Mae contractors, and other external parties. Various contractors and business partners also collect, produce, or provide data to Ginnie Mae for use in their risk analysis and program compliance monitoring. Data will be written to, or retrieved from EWODS/OLTP databases and exchanged with other contractors or written to other Ginnie Mae data warehouses and data marts. Over the span of this TO, it is anticipated that the quantity and velocity of data collected and moved across contractors and environments will increase.

A major objective of the MBSOA TO is to provide improved controls over the quality and movement of data across Ginnie Mae's enterprise and to provide continuous improvement as Ginnie Mae makes the transition from EWODS to OLTP and implements additional data warehouses and data marts.

The Contractor shall:

(1) Coordinate the collection of data and additional data sources from Ginnie Mae Contractors, HUD, and other business partners for storage in

EWODS.
(2) Support and maintain all data activities necessary to support the requirements of the TO.
(3) Be responsible for the quality of data received, processed and written to the databases in the performance of this TO.
(4) Identify the intersection of data received from other Ginnie Mae contractors and implement and maintain documentation and controls to monitor and improve the quality of data used as inputs to the MBSOA processing. This includes the exchange and validation of all data between the MBSOA Contractor and the PPA/CPTA such as the Informatica Extract Transform and Loads (ETLs) and the exchange of data to and from Salesforce and other data transfer activities. This is an ongoing quality improvement initiative and to the extent possible should be evaluated and performed to anticipate and prevent potential problems.
(5) Within six (6) months of project start, Ginnie Mae shall agree upon an initial suite of data quality reporting metrics and processes with the Contractor. The Contractor shall demonstrate and deliver incremental improvements over the life of the task order.

C.4.6.2 Federal Information Technology Security:

The Contractor shall:

(a) Maintain IT security and comply with all terms and conditions of the TO with respect to all data and information technology requirements.

(b) Use, maintain, enhance, develop and upgrade all information technology software and system documentation in accordance with Federal Laws, best practices, and regulations which includes:

(1) Federal Information Security Management Act (FISMA) - https://www.dhs.gov/fisma
(2) The Clinger-Cohen Act - https://www.fismacenter.com/Clinger%20Cohen.pdf
(3) Government Paper Reduction Act - http://www.hhs.gov/ocio/policy/collection/
(4) Office of Management, and Budget Circulars A-130, A-I27, and A-I23 - https://www.whitehouse.gov/omb/circulars_default
(5) Department of Housing and Urban Development regulations, Handbooks and Policies - www.HUD.gov.
(6) Applicable Ginnie Mae Handbooks and Policies in effect during the performance period- www.ginniemae.gov
(7) HUD Acquisition Regulation (HUDAR)
(8) NIST Special Publications
(9) Federal Information Systems Controls Audit Manual (FISCAM)
(10)Federal Financial Management Improvement Act (FFMIA)

(c) Maintain SA&A standards in accordance with guidance published by NIST. The

Contractor will be required to complete an independent SA&A. The Contractor shall complete the SA&A within the first six (6) month time period after project start and again at the expiration of the SA&A and to include any revisions or updates.

(d) Follow the HUD's Project Planning and Management (PPM) Life Cycle and industry best practices in the analysis, design, development, testing and implementation of proposed new systems and/or the enhancement to existing systems.

(e) Review and update system documentation to ensure accuracy, compliance and completeness. Review and revisions to be completed and delivered to Ginnie Mae, quarterly.

(f) The Contractor will prepare its security plan per the applicable requirements from HUD, OMB, NIST, FISMA, FISCAM, and FFMIA, which will require the preparation of several related documents:

(i) FIPS 199/200 Security Categorization Analysis;
(ii) SP-800 Security Controls Self-Assessment;
(iii) Application and network venerability scans;
(iv) Business Impact Assessment;
(v) Privacy Impact Assessment;
(vi) Create System Security Plan, Risk Assessment, Technical Architecture, COOP and Contingency Plans, Quality Control Plan, ST&E Plan and other relevant SA&A supporting documentation for each new application;
(vii) Security Assessment Testing;
(viii)Security Assessment Reports;
(ix) POA&M;
(x) Accreditation Documentation;
(xi) Penetration Testing & Threat Matrix Report;
(xii) IT Contingency Plan; and
(xiii)Incident Response Plan.

(g) The Contractor shall perform assessments for each mixed or financial system and FISMA system that the Contractor operates, modifies, enhances, releases and/or upgrades under the FISCAM methodology that include control families for both General Computer and Business Process Application controls:

(i) Security Management
(ii) Access Controls
(iii) Configuration Management
(iv) Segregation of Duties
(v) Contingency Planning
(vi) Business Process Application Controls:
(vii) Application Security
(viii)Business Process Controls
(ix) Interfaces
(x) Data Management

(h) The Contractor must comply with identified OMB A-123 Appendix A. "Management's Responsibility for Internal Control", and Appendix D (Compliance with the Federal Financial Management Improvement Act of l996) key controls and the Federal Information Security Management Act of 2002 (FISMA) to include the following for each mixed or financial system and FISMA system that the Contractor operates modifies, enhances, releases and/or upgrades:

(i) National Institute of Standards and Technology Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations, Revision 4 (NIST SP 800-53, Rev. 4);
(ii) NIST SP 800-18 Rev. 1 – Guide for Developing Security Plans for Federal Information Systems;
(iii) NIST SP 800-23 – Guidelines to Federal Organizations on Security Assurance and Acquisition/Use of Tested/Evaluated Products;
(iv) NIST SP 800-30 Rev. 1 – Guide for Conducting Risk Assessments;
(v) NIST SP 800-34 Rev. 1 – Contingency Planning Guide for Federal Information Systems;
(vi) NIST SP 800-37 Rev. 1 – Guide for Applying the Risk Management Framework to Federal Information Systems;
(vii)NIST SP 800-47 – Security Guide for Interconnecting Information Technology Systems
(viii)NIST SP 800-53A Rev. 1 – Guide for Assessing the Security Controls in Federal Information Systems and Organizations, Building Effective Security Assessment Plans;
(ix) NIST SP 800-59 – Guideline for Identifying an Information System as a National Security System;
(x) NIST SP 800-60 Rev. 1 – Guide for Mapping Types of Information and Information Systems to Security Categories;
(xi) NIST SP 800-84 – Guide to Test, Training, and Exercise Programs for IT Plans and Capabilities;
(xii) Federal Information Processing Standards (FIPS) 199/200 – Security Categorization Analysis; and
(xiii)FIPS 191 – Guideline for the Analysis of Local Area Network Security.

(i) Ginnie Mae Office of Enterprise Data and Technology Solutions will have responsibility for maintaining the FISCAM-based mapping of security controls that will be required in order to maintain compliance with FISMA, OMB A-123, HUD, and Ginnie Mae security requirements.

(1) The Contractor shall support and provide system security to ensure availability, confidentiality, and integrity of the Ginnie Mae data applications (e.g. maintaining access control, user identification, password protection and authentication, confidentiality of customer profiles and

traffic, physical and personnel security required under this TO).
(2) The Contractor shall provide SA&A support on a quarterly basis, including potential off cycle SA&A support, over the life of the TO.

(j) The Ginnie Mae System Security Plans (Risk Assessment, Incidence Response Plan and IT Contingency Plan) shall be reviewed and presented to Ginnie Mae's Chief Information Security Officer for approval.

(k) The Contractor shall provide and present to the Ginnie Mae's Chief Information Security Office on an annual basis, a Security Self-Assessment Report, the report is due no later than August 31st of each calendar year.

(l) Plans of Action and Milestones shall be reviewed and updated on a quarterly basis and presented to the Ginnie Mae Chief Information Security Officer for review and approval.

(m) The Contractor shall support Ginnie Mae on a quarterly basis with its internal OMB A-123 assessments.

(n) The Contractor shall support Ginnie Mae with its internal OMB A-123 assessments.

C.4.6.3 Disaster Recovery

Executive Order 12656 of February 1996, the Computer Security Act of 1987 and OMB Circular A-130 mandate that a disaster recovery plan for all U.S. Government information resources be maintained. In short, this contingency planning develops strategies for rapid recovery of mission critical information to enable Return to Operations (RTO) of four (4) hours after the occurrence of a crisis or disaster. Ginnie Mae recognizes that the MBSOA Contractor's ability to return to operations within four (4) hours may be contingent upon other Ginnie Mae contractors such as the Infrastructure Consolidation Contractor. For the purposes of this section, the four (4) hour window commences upon system availability. A list of the systems and applications subject to Disaster Recovery requirements is provided in Attachment J – Disaster Recovery Requirements. Ginnie Mae conducts its semi-annual Disaster Recovery tests in April and October. Tests typically run for two days. The Contractor will need to coordinate and work with other Ginnie Mae Contractors to complete any DR test/drill.

The Contractor shall:

(a) Implement and maintain a detailed Disaster Recovery Plan that outlines the steps and communication strategy necessary to ensure that all work under the TO continues uninterrupted.
(b) Develop and implement Disaster Recovery Environment Validation processes and procedures.
(c) Deliver the Disaster Recovery Plan within 30 days of project start. Update the Disaster Recovery plan semi-annually with each Disaster Recovery test.

(d) Develop and implement a Disaster Recovery Testing processes and procedures that conform to all required federal mandate and guidance in addition to business requirements. Prior to implementation of the new Disaster Recovery Plan, the Contractor shall fully test and pass the Disaster Recovery Test according to NIST standards within the transition-in period. Update and deliver the plan to Ginnie Mae during the term of this TO.
(e) In the event of a disaster, resume and complete all business operations and processes for all day-to-day activities within four (4) hours following the disaster (the excusable delay).
(f) Develop and perform a semi-annual testing of the disaster recovery plan, including the plan relating to the Ginnie Mae Managed Data Center. Once complete, communicate the testing results and any deficiencies in the plan to Ginnie Mae.
(g) Provide support for quarterly environmental validation. The purpose of this is to ensure that changes and fixes to software and the environment that are implemented over the course of a year do not create problems and that any issues are remediated before the next disaster recovery test.
(h) Participate in emergency drills.
(i) Provide disaster recovery awareness training to Ginnie Mae business and IMD staff on a semi-annual basis.

C.4.6.4 Continuity of Operations

As used in this subpart—
"Essential contractor service" means a service provided by an organization or individual under contract to Ginnie Mae or subcontracted to support Ginnie Mae to support mission-essential functions.

"Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve Ginnie Mae missions and responsibilities. Failure to perform or sustain these functions would significantly affect Ginnie Mae's ability to provide vital mortgage services.

Ginnie Mae has identified the following contractor services performed under this TO as essential contractor services in support of mission essential functions:

- Collection of pool and loan level data and delivery of RPB to PPA/CPTA;
- Calculation of delivery of MBS data disclosure; and
- Support of Issuer default.

The Government reserves the right in crisis situations to use Federal employees of other agencies or contract support from other contractors or to enter into new contracts for essential contractor services.

The Contractor shall:

(a) Be prepared to continue providing such services during periods of crisis.
(b) Provide a written plan for continuing the performance of essential contractor services during a crisis, annually to Ginnie Mae. The plan must, at a minimum,

address:

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with providing essential personnel and resources from the start of an event to their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified "essential contractor service" personnel;

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis; and

(vi) The provisions made to provide essential contractor personnel and resources, if necessary, for continuity of operations and business resilience for up to 30 days or until normal operations can be resumed.

(c) Maintain and update its plan semi-annually and adhere to its requirements throughout the TO term.

(i) Per year, the Contractor shall participate in no more than three (3) of any of the following categories: training events, exercises, and drills that are associated with Government efforts to test the effectiveness of continuity of operations as well as business resilience procedures and practices.

(ii) Within 10 business days of the event, the Contractor shall provide an After Action report that summarizes key information related to the event including:

(A) An analysis of core capabilities referencing specific event characteristics.

(B) An overview of performance related to event objectives and associated core capabilities.

(C) Event highlights related to its strengths, lessons learned and areas for improvement.

(d) Notify the Contracting Officer or other designated representative as expeditiously as possible in the event the Contractor anticipates not being able to perform any of the specified essential contractor services during a crisis situation. The Contractor shall use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations and business resilience.

(e) Segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. Requests for equitable adjustments will be handled in accordance with the applicable Changes clauses(s).

C.4.7 OPTIONAL TASK SEVEN – ENHANCEMENTS (LH CLIN)

C.4.7.1 Corrective, Adaptive and Other Major Enhancements Greater than the 500 Hours Threshold

(a) Overview

Ginnie Mae is in the midst of a multi-year, multi-phase initiative to modernize its Securitization Platform, systems and business processes. The purpose of this initiative is to support the major growth in Ginnie Mae's MBS programs with increased transparency, improved service and new capabilities for its Issuers, investors and employees. Ginnie Mae is currently developing and implementing new securitization products and services and upgrading application infrastructure as part of this initiative. Historically, Ginnie Mae undertakes four (4) to eight (8) Major Enhancements per year.

(b) Major Enhancements

The role of the MBSOA Contractor in supporting Ginnie Mae's modernization initiatives will primarily focus on integration, corrective adaptive and other Major Enhancement work required in the legacy applications described and transitioned in this TO. Additional roles include the subject matter expertise, integration, coordination and production validation services needed to complete Major Enhancements.

(c) Types of Projects

The Contractor shall provide services to change, modify, upgrade or enhance existing applications, systems, databases and application infrastructure to include but not limited to the following types of Enhancement projects:

(1) Regulatory mandates, agency policy and mortgage industry standards changes.
(2) New or enhanced analytics and risk reporting.
(3) Enhancements to improve risk analysis capabilities.
(4) New products, services and business process changes.
(5) Software and hardware changes to improve capability or performance.
(6) Application infrastructure and enterprise architecture changes.
(7) Integration of new systems or applications with legacy systems (except when the integration can reasonably be accomplished utilizing the same skillsets and staff as described in Task Six - Operations and Maintenance).
(8) Data disclosure development.

(d) Requirements, Design and Development

The Contractor shall provide the following enhancement functions:

(1) Perform analysis, requirements definition, technical design, development, testing, Quality Assurance (QA) and implementation for modifications and enhancements to existing systems.
(2) Perform analysis, requirements definition, technical design, development, testing, QA and implementation for integrating new systems or applications with

legacy systems.
(3) Upgrade or implement new technologies to support existing or new programs and products.
(4) Provide and implement hardware and software upgrades to support new and ongoing business needs.
(5) Ensure the modifications and enhancements are aligned with Ginnie Mae's Enterprise Architecture (EA) during all development.
(6) Coordinate all Enhancement projects through the COR and Ginnie Mae's Program Management Office (PMO), Project Managers, Architecture Review Board (ARB) and Change Control Board (CCB).

(e) Project Management

(1) Perform services in accordance with HUD's latest PPM methodology as adapted and tailored by Ginnie Mae.
(2) Perform requirements and benefits analysis for each enhancement as required to support business case development.
(3) Provide a Project Plan covering all phases of the project as defined by the PPM.
(4) Track, monitor and manage the project budget, the project schedule, project dependencies, project risks and issues and overall project performance. Communicate the project status to the COR and GTR in writing.
(5) As part of the PPM process, participate in PMO Control Gate Reviews or other technical project reviews as requested by the GTR.
(6) Perform all project management activities in accordance with industry best practices for IT development, upgrades and enhancements.

(f) Quality and Testing

(1) Practice rigorous requirements management, project management, change control management, quality assurance and testing to ensure:
(i) Deployment of high quality code that accurately meets the requirements.
(ii) Successful releases without introduction of unexpected problems.
(iii) Minimal need for emergency/corrective maintenance.
(iv) Minimal need to fix the same issue multiple times.
(v) Maximum value out of limited IT budget resources.
(2) Design and develop test plans for each enhancement following Ginnie Mae's testing policies and standard operating procedures to include Ginnie Mae User Acceptance Testing (UAT). Provide test reports and test results to the COR.

(g) Materials Documentation and User Training

(1) Design and develop user manuals, training manuals and other related documentation. Update all user and training manuals, as well as on-line help and technical documents at least annually and as required due to system upgrades/changes. Ensure that user documentation is easily understood.

(2) Prepare and provide all documentation and artifacts required by HUD's PPM for any enhancements, upgrades, or modifications.
(3) Maintain documentation in Ginnie Mae's Planview document repository for posting and sharing of documents such as approved Work Requests, prototyped screens, PPM documents, etc. for simplified collaboration with Ginnie Mae PMO and other integrated team members.
(4) Update data models and data dictionary to ensure that the documentation of the database for systems matches the structure of the database.
(5) Fulfill technical advisory analysis requests for data and data research.
(6) Support customer adoption activities and train system users.

(h) Technology Refresh

(1) Perform an annual assessment of the technology it provides to support this TO. Participate in reviews of Technology Refresh Reports provided by Ginnie Mae and prepared by other contractors that host or support technology used by the MBSOA. Provide a hard and electronic copy of the Technology Refresh Report. At a minimum, deliver the Technology Refresh Report annually. The report must contain, at a minimum, the following information:

(i) A detailed description of the differences between the existing task order items and/or services and those proposed, as well as a specific analysis of the comparative advantages and disadvantages of the existing and proposed items.
(ii) A statement as to how the Application technology refresh will affect performance, costs, etc., if adopted.
(iii) An analysis of the amount of effort required to complete modifications, upgrades or enhancements relating to the technology refresh.
(iv) Identification and notification of application infrastructure used to support activities performed in this TO. Propose upgrades to application infrastructure particularly when the application infrastructure capacity for efficient processing is constrained and will negatively impact Ginnie Mae's operations.
(v) An implementation plan for the changes the Contractor recommends or has approved to make as a result of the Technology Refresh Report.

(2) The proposed changes will be reviewed by the Government and, if adopted, will be implemented under Optional Task Seven – Enhancements.

(i) Compliance

(1) Comply with IT security requirements and all terms and conditions of the TO with respect to all data and information technology requirements as outlined in Section C.4.6.2 Federal Information Technology Security of this TO as part of Task Six.
(2) Fulfill the requirements of the Software Engineering Institute (SEI) Capability Maturity Model Integration (CMMI) Level II certification during the first six (6) months of the TO's second year and maintain the SEI CMMI Level II

requirement for the remaining life of the TO.
(3) Every 18 months, provide the COR a copy of the SEI CMMI certificate, upon completion of the independent assessment, which demonstrates at least Level II certification.
(4) Provide, operate, and maintain internal baseline control and change management tools and systems, processes and procedures in a manner consistent with HUD's PPM, as implemented by Ginnie Mae, and the Contractor's CMMI Level II certification methodologies.

(j) Status Reporting

(1) Provide in writing, a monthly Development, Modification, and Enhancement of Information Technology status report to the COR. The report shall include:
(i) Description of work accomplished during the billing period;
(ii) The stage of completion for each key activity, action, initiative, or project;
(iii) Remaining work to be completed, the expected completion date in accordance with any contractually established schedule dates;
(iv) The number of labor hours expended to date per labor category;
(v) The associated cost for each action, activity, initiative, and projections for project expenditures for the next month. In the event that multiple initiatives or projects are performed and invoiced under the same CLIN, provide sufficient detail to identify the resources and costs used to support each project.

C.4.8 OPTIONAL TASK EIGHT – TESTING & CAPABILITIES MANAGEMENT (LH CLIN)

The Contractor shall provide testing, parallel processing, participate in SA&A, Security Test and Evaluation (ST&E), and/or other validation services on a Labor Hour basis.

(a) Example 1- Infrastructure Consolidation Migration Support:
Over the duration of the TO, Ginnie Mae may require the Contractor to support the migration of existing applications from its current Managed Data Center to the new Infrastructure Consolidation contract. The objective is to ensure that the Contractor and Ginnie Mae have performed validation activities and are confident that the transitions of major and minor applications and mission critical processes have been migrated successfully. This will ensure the new environment is "production ready."

(b) Example 2 - Transition to OLTP:
Over the duration of this TO, Ginnie Mae will be restructuring its current EWODS – a structure that stores both transaction data as well as reporting data – to follow a best practices data architecture approach where this data is segregated. One major requirement of this effort will be to co-locate the RFS application and its supporting transactional processes within the current Managed Data Center network, which will enhance the performance of the RFS application and its downstream reporting processes. This will also involve migrating RFS database schemas to the new Infrastructure

Consolidation program to create a new RFS OLTP application.

The Contractor shall:

(1) Support ongoing activities during the transition using the environments in place at time of project start under the existing FFP CLINS.
(2) Provide parallel processing or validation services.
(3) Participate in relevant stages of HUD's project management lifecycle, working closely with development teams who are contracted to perform Major Enhancements on Ginnie Mae's behalf to ensure proactive engagement for transition to production.

C.4.9 OPTIONAL TASK NINE – CONFERENCES, TRAINING & FACILITATION (LH CLIN)

Ginnie Mae requires the assistance of the Contractor when hosting or participating in conferences. Training is typically related to program participants or Ginnie Mae staff. Ginnie Mae conducts training sessions to educate program participants on the policy, mechanics and business rules associated with their reporting obligations. Ginnie Mae normally conducts eight (8) trainings per year not to exceed two (2) trainings per quarter. Ginnie Mae also conducts training to external stakeholders to educate them on changes and updates to business processes and customer applications as a result of new system functionality and capabilities. In addition, Ginnie Mae hosts eight (8) outreach sessions with industry participants and other external stakeholders per year.

The Contractor shall:

(a) Assist Ginnie Mae with the planning, logistics and delivery of program participant training and outreach conference calls, webinars, presentations and other outreach and training activities. This includes preparing presentations and other content to support Ginnie Mae's business and operational needs.
(b) Prepare presentations and other content in support of each Ginnie Mae approved training and outreach conference call, webinar, presentation or other outreach and training activity. Provide Ginnie Mae with training materials one (1) week before the start of training for review and approval.
(c) Research and review the MBS Guide, APMs, and related materials in support of training and outreach objectives and content development. Leverage and update existing training material and work with Ginnie Mae to review and finalize the content.
(d) Attend and participate in Ginnie Mae RFS training sessions to be held in different locations in the United States. Ginnie Mae anticipates four (4) offsite training sessions and one (1) local training session at the annual Ginnie Mae Summit per year.
(e) For outreach sessions, via phone calls and webinars, coordinate planning and logistics for each approved activity, including the setup of WebEx events and operator-assisted conference calls for external stakeholders. Provide Ginnie Mae a list of all participants, the questions asked by participants, and poll results (if a poll is conducted during call, as directed by Ginnie Mae).

(f) To the extent directed by Ginnie Mae, travel to the training location, provide training and WebEx/conference call capability and support for offsite Issuer participation, and answer participant questions.
(g) Coordinate printing and shipping of RFS training materials (including presentation binders, appendices, feedback forms, and other collateral documents) to be distributed to training participants.

C.4.10 OPTIONAL TASK TEN – SPECIAL PROJECTS (LH CLIN)

Ginnie Mae may require assistance for special projects related to Ginnie Mae's operations in the mortgage banking industry, insuring agencies' operations, GSEs operations, and other mortgage industry players. These special projects require the Contractor to have considerable subject matter expertise as well as demonstrated knowledge to assist Ginnie Mae as an enterprise. Forty (40) special projects are expected each year of varying size and complexity. The Contractor shall perform or assist Ginnie Mae in special projects to include the following:

(a) Unique Information
Requests for specialized and unique information that requires in-depth mathematical, modeling, research, and analysis. Conduct sensitivity analysis and modeling to enhance the risk analysis.

(1) As an illustrative example, the Contractor may be asked to provide a statistical analysis of a present or future variable in the CW Issuer Risk Grade Model. The analysis would describe the impact and make recommendation for inclusion/exclusion of the variable in a multifactor risk model, perhaps using a regression methodology.

(b) Expert Advice
Review and provide expert advice to Ginnie Mae in introducing new programs, products, business rules, and requirements relating to the data collection and risk analysis functions in this TO.

(c) Corporate Watch Analysis
Utilizing CW information and industry research, the Contractor shall perform market segment analysis of Issuers' corporate performance with the program.

(1) As an illustrative example, the Contractor may be asked to provide an analysis, insights, and commentary of the middle market, non-depository segment of the Issuer base that explains profitability in a particular quarter (analysis of revenues, analysis of expenses, analysis of net income, analysis of adjusted income (i.e. EBITDA), analysis of industry standard profitability metrics, plus commentary on marketplace situations that may have explained the segment's performance. The form of delivery would be a Microsoft PowerPoint file along with a supporting data file in Excel.

(d) Specialized Analysis
Provide specialized analysis on Ginnie Mae's programs, portfolio, and Issuers. This specialized analysis includes impact analysis on changes or potential changes to Ginnie

Mae's programs. In addition, the Contractor will need skill sets to support the review and analysis of changes to existing regulations and potential new regulations that impact Ginnie Mae from banking, trade, GSEs and Presidential initiatives.

(1) Example: The Contractor shall track, review, and analyze all relevant changes to existing regulations and new regulations and provide an assessment of the potential impact on Ginnie Mae, its Issuers, vendors, and key constituencies. The impact assessment should include, but is not limited to, the impact on Ginnie Mae's mission, goals, competing priorities, volumes, operations, Issuer risk profile, program compatibility, and overall program risk, and should include an estimate of the required investment and costs needed for Ginnie Mae to support the change or new regulation (e.g., staffing and systems changes). Perform necessary research, including program and data research, as required to complete the assessment.

(2) Examples of Analysis: The Contractor shall analyze changes to Federal Deposit Insurance Corporation (FDIC) default procedures, regulations specifying new CFPB enforcement practices, and guidance on the existing position of the Office of the Comptroller of the Currency (OCC) on third party loan origination.

(3) Examples of Agencies and Related: The Contractor shall research and analyze issues related to the FDIC, OCC, Board of Governors of the Federal Reserve System (Federal Reserve), Securities Industry and Financial Markets Association (SIFMA) pooling parameters, Basel Committee on banking Supervision (Basel Committee), and Conference of State Bank Supervisors (CSBS)/Consumer Financial Protection Bureau (CFPB) decisions.

C.4.11 TASK ELEVEN – OTHER DIRECT COSTS (ODCs) & TRAVEL (REIMBURSED AT COST)

(a) Other Direct Costs (for Licenses & Data Subscriptions)

Ginnie Mae requires the Contractor to obtain or discontinue software licenses, data subscriptions and other services on behalf of Ginnie Mae. These services shall be reimbursed at cost with no profit or fee. Any license must be transferable to Ginnie Mae upon request. These could include but are not limited to the following:

(1) 360 Plus Software – will not be renewed.

(2) AllRegs – Expires 12/31/2019

(3) Atlassian – Expires 8/14/2017

(4) Salesforce – Expires 3/30/2017 (subject to renewal prior to MBSOA TO award)

(5) Qualys Consultant Limited – Expires 6/30/2017 (subject to renewal prior to MBSOA TO award)

(6) Centrus – Expires 10/31/17

(b) Offsite Records Storage

Data received, created, or provided as part of this TO must be retained for historical and research purposes. The Contractor must adhere to National Archives and Records Administration (NARA) policies and regulations when dealing with the transfer and storage of data, including data determined to contain personally identifiable information. Data should be archived in a manner that provides for ease of location via basic search

and/or query methods, presenting it in a usable format. The incumbent MBSA contractor stores hard copy documents off-site at Iron Mountain.

The Contractor shall:

(1) Establish an account at Iron Mountain to pay for the monthly storage of both existing inventory and any future inventory at this site. As a direct cost, Iron Mountain costs shall be subject to Government review and approval. These services shall be reimbursed at cost with no profit or fee.
(2) Establish, store, maintain and retrieve archived records, files and data in a readable format and in accordance with NARA policies and regulations as related to the services performed under this TO. All existing MBSA records related to this TO shall be transferred to the MBSOA Contractor.
(3) Respond to research and retrieval requests from Ginnie Mae within 24 hours in either paper or electronic format. Ginnie Mae estimates less than five (5) of these requests per year.
(4) Provide all current and archived records to Ginnie Mae at the conclusion of the TO.

(c) Laptops
The Contractor shall provide approximately ten (10) laptops for the use of Ginnie Mae to support Continuity of Operations or other activity of a specification and actual quantity to be determined by Ginnie Mae. The costs for these laptops will be reimbursed at cost with no profit or fee.

(d) Travel
Prior to travel, the Contractor shall coordinate with and receive Government authorization from the GTR for all travel. Reimbursement of travel costs will be in accordance with the Federal Travel Regulation in accordance with FAR 31.205-46. The Contractor shall travel using the lower cost mode transportation commensurate with the mission requirements. When necessary to use air travel, the Contractor shall use the tourist class, economy class or similar lodging accommodations to the extent they are available and commensurate with the mission requirements. HUD will not reimburse Contractor's local travel. Local travel is defined as travel within fifty (50) miles of Washington, DC. All other travel will be reimbursed at cost with no profit or fee.

C.4.12 TASK TWELVE – AUDIT, OTHER REVIEWS & SUPPORT (FFP CLIN)

C.4.12.1 Statement on Standards for Attestation Engagements (SSAE) 18 TYPE II SOC 1 & SOC 2

The Contractor shall provide and be subject to a SSAE 18 issued under SSAE Type II Engagement, report on policies and procedures placed in operation and tests operating effectiveness of controls. This report shall be conducted for every year of the task order term, or as major organization or system changes occur which substantively alter the service providers' operating environment. The Contractor shall provide the auditor with access to all systems, information and people required to perform a SSAE 18 Type II with an AICPA SOC 1 and

SOC 2 Type II review. The Contractor shall provide the SSAE 18 auditor with corrective action plans for addressing any findings noted. A draft of the SSAE 18 report will be submitted to Ginnie Mae by August 15th of the year ordered and the final report shall be delivered August 30th. Ginnie Mae and HUD's Office of Inspector General (OIG) shall have access to all work papers related to the SSAE 18 audit. The type of report performed shall be based on the following.

The Contractor shall:

(a) Conduct a SOC 1, Type II report as a Contractor which provides services to Ginnie Mae that are relevant to Internal Controls over Financial Reporting (ICFR).
(b) Conduct a SOC 2, Type II report as a Contractor which provides services to Ginnie Mae that are relevant to security, availability, processing integrity, confidentiality, and privacy.
(c) Provide a draft SSAE 18 report including corrective action plan to the GTR by September 15 and a final report by September 30th of each year. Any restrictive legends for the use of the report shall be approved by Ginnie Mae. The HUD Inspector General, Ginnie Mae's auditors or the COR or his/her designee shall have express access to the work papers of the independent public accounting firm preparing the SSAE 18 during and after completion of this task.
(d) Conduct both the SOC 1 and SOC 2 report in accordance with SSAE 18, the AICPA "attest" standard.

C.4.12.1.1 Federal Information Systems Controls Audit Manual (FISCAM), OMB A-123 And Other Audit Support:

(a) Ginnie Mae is subject to annual financial and systems related audits and reviews to include the Office of Inspector General, FISCAM, OMB A-123 and other audits and reviews. Expertise and experience with FISCAM, OMB A-123 and other Government Audit requirements and standards is an important component of this PWS. Ginnie Mae will have responsibility for maintaining the FISCAM-based mapping of security controls that will be required in order to maintain compliance with FISMA, OMB A-123, HUD, and Ginnie Mae security requirements.

The Contractor shall:

(1) Provide expertise and assistance on a quarterly basis in mapping and identifying and remediating controls relevant to the activities performed under this TO.
(2) Each mixed or financial system and FISMA system that the Contractor operates, modifies, enhances, releases and/or upgrades will be assessed under the FISCAM methodology that include control families for both General Computer and Business Process Application controls as described in C.4.6.2.

(b) Each mixed or financial system and FISMA that the Contractor operates, modifies, enhances, releases and/or upgrades must comply with identified OMB A-123 Appendix A. "Management's Responsibility for Internal Control", and Appendix D (Compliance

with the Federal Financial Management Improvement Act of l996) key controls; and the Federal Information Security Management Act of 2002 (FISMA) as described in C.4.6.2.

The Contractor shall:

(1) Provide expertise and assistance in assessing, identifying and remediating controls relevant to the activities performed under this TO
(2) Deliver a FISMA compliance assessment within one year of the project start date and updated annually.
(3) Provide access to auditors and provide expertise and assistance to Ginnie Mae in respect to OIG, FISCAM and other reviews and audits.

(c) Each mixed or financial system and FISMA that the Contractor operates, modifies, enhances, releases and/or upgrades must comply with identified OMB A-123 Appendix A. "Management's Responsibility for Internal Control", and Appendix D (Compliance with the Federal Financial Management Improvement Act of l996) key controls; and the Federal Information Security Management Act of 2002 (FISMA) as described in C.4.6.2.

The Contractor shall:

(1) Provide expertise and assistance in assessing, identifying and remediating controls relevant to the activities performed under this TO.
(2) Provide access to auditors and provide expertise and assistance to Ginnie Mae in respect to OMB A-123 and any other audits and reviews.

C.5 GOVERNMENT FURNISHED APPLICATIONS & SOURCE CODE

Ginnie Mae will provide the Contractor with the following Government Furnished Applications and Source Code.

a. RFS Applications and Datamarts
(1) Contact Management (CM)
(2) Corporate Watch (CW)
(3) Custodial Account Verification System (CAVS)
(4) Data Analysis and Reporting Tool (DART)
(5) Data Disclosure (DD)
(6) E-Notification (EN)
(7) Executive Dashboard
(8) Ginnie Mae Meta Data System (GEMS)
(9) Ginnie Mae Operational Data Store (GMODS)
(10) Ginnie Mae Portfolio Analysis Database (GPADS)
(11) HMBS Reporting and Administration (HRA)
(12) Independent Public Accounting (IPA)
(13) Issuer Operational Performance Profile (IOPP)
(14) Master Subservicer Operational Reporting (MOR)
(15) Matching and Suspense (MAS)
(16) Pool Accounting & Exception Feedback (PAEF), Single and multifamily modules

(17) RFS Administration (ADMIN)
(18) Servicemembers' Civil Relief Act (SCRA)
(19) Widely Held Fixed Investment Trust (WHFIT)

An updated list of Government Furnished applications currently under development and the anticipated status and deployment dates will be provided upon transition.

(b) Government Furnished Information (GFI)
The Government will provide Standard Operating Procedures and Policies to the Contractor as part of the transition-in process. Copies of required materials may be provided to the Contractor in hard copy or soft copy. All Government furnished information shall remain the property of the Government and shall be returned to the Government prior to the end of this task order. In addition, sharing of Government Furnished Information shall only be done after obtaining written approval from the Contracting Officer in advance. Any Contractor contributions to Government Furnished Information under this task order shall become the property of the Government.

(c) Third Party Software
(1) 360 Plus Software
(2) AllRegs
(3) Atlassian
(4) Business Objects
(5) Centras
(6) Informatica
(7) Qualys Consultant Limited
(8) SAS
(9) Salesforce
(10)Webservices

C.6 SECTION 508 COMPLIANCE

Section 508 of the Rehabilitation Act requires Federal agencies to make their electronic and information technology accessible to people with disabilities. This applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology.

All electronic and information technology (EIT) procured through this task order must meet the applicable accessibility standards specified in 36CFR1194.2, unless an agency exception to this requirement exists. Any agency exceptions applicable to this task order are listed below.

The standards define Electronic and Information Technology, in part, as "any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. The standards define the type of technology covered and set forth provisions that establish a minimum level of accessibility. The application section of the standards (1194.2) outlines the scope and coverage of the standards. The standards cover the full range of electronic and information technologies in the Federal sector, including those used for communication, duplication, computing, storage, presentation, control, transport and production. This includes computers, software, networks, peripherals and other types of electronic office

equipment.
Applicable Standards, which apply to this acquisition:

Section 1194.21: Software Applications and Operating Systems	Yes
Section 1194.22: Web-based Internet Information and Applications	Yes
Section 1194.23: Telecommunications Products	Yes
Section 1194.25: Self-Contained, Closed Products	N/A
Section 1194.26: Desktop and Portable Computers	Yes
Section 1194.31: Functional Performance Criteria	Yes

SECTION D – PACKAGING AND MARKING

NOTE: Section D of the Contractor's Alliant Contract is applicable to this TO and is hereby incorporated by reference. In addition, the following applies:

D.1 PRESERVATION, PACKAGING AND MARKING

All deliverables submitted to the Government shall indicate the contract number, TO number, contractor's name, description of items contain therein and the consignee's name and address for which the information is being submitted. The Contractor shall follow the marking requirements specified by the Government.

All reports and deliverables should be submitted electronically through GSA's electronic contract system (ITSS) at: https://portal.fas.gsa.gov/group/aasbs-portal/itss-home.

Identified below are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

- Text — Microsoft Word
- Spreadsheets — Microsoft Excel
- Briefings — Microsoft PowerPoint
- Drawings — Microsoft Visio
- Schedules — Microsoft Project
- PDF — Adobe Acrobat Reader

Copies of all deliverables shall also be delivered electronically to the Ginnie Mae Government Technical Representative (GTR) in a Microsoft format. The GTR will be provided upon award.

SECTION E – INSPECTION AND ACCEPTANCE

NOTE: Section E of the Contractor's Alliant Contract is applicable to this TO and is hereby incorporated by reference. In addition, the following applies:

E.1 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, draft reports, and other deliverables under this TO shall be performed by the Government Technical Representative (GTR), the Contracting Officer Representative (COR) and the Contracting Officer

E.2 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy and conformance to this TO requirements by the Government Technical Representative and/or COR. Inspection may include validation of information or software through the use of automated tools, testing or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

The Government requires a period not to exceed 15 work days after receipt of final deliverable items for inspection and acceptance or rejection.

E.3 BASIS OF ACCEPTANCE

The basis for acceptance shall be compliance with the requirements set forth in the Task Order, the Contractor's proposal and other terms and conditions of the basic contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses. Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected. If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version. All of the Government's comments to deliverables must either be incorporated in the succeeding version of the deliverable or the Contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated. If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, improper format, or otherwise does not conform to the requirements stated within this Task Order, the document may be immediately rejected without further review and returned to the Contractor for correction and resubmission. If the Contractor requires additional Government guidance to produce an acceptable draft, the Contractor shall arrange a meeting with the GSA COR.

E.4 DRAFT DELIVERABLES

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays from Government receipt of the draft deliverable. Upon receipt of the Government comments, the Contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The Government will provide written notification of acceptance or rejection of all final deliverables within 15 work days unless specified otherwise. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

E.6 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Deficiencies will be corrected, by the Contractor, within 10 work days of the rejection notice. If the deficiencies cannot be corrected within 10 work days, the Contractor will immediately notify the GSA COR of the reason for the delay and provide a proposed corrective action plan within 10 work days.

E.7 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The Contractor agrees to submit, within ten workdays from the date of the CO's execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document 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 GSA. 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 explain 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 the TO requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA. GSA will carefully consider the Contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

SECTION F – DELIVERABLES OR PERFORMANCE

NOTE: Section F of the Contractor's Alliant Contract is applicable to this TO and is hereby incorporated by reference. In addition, the following applies:

F.1 PERIOD OF PERFORMANCE

The Period of Performance for this task order is a one-year base period and four, one year option periods. A six (6) month transition-in period is included in the base period. A six (6) month transition-out period may occur at the end of any performance period.

F.2 PLACE OF PERFORMANCE

The principal place of performance for work performed by the Contractor under this TO shall be at the Contractor's site. Weekly, and on occasion, and with short notice, the Contractor will be asked to attend meetings at Ginnie Mae.

F.3 DELIVERABLES

The Contractor is required to provide the following deliverables and reports. The Contractor shall provide the hard copy documents required for meetings. "Days" are calendar days after the project start date unless specified otherwise.

#	PWS Reference	Deliverable Title	Delivery Method	Frequency & Planned Completion / Delivery Date
1	C.4.2.1	Kick-Off Conference Agenda	Electronic Hard Copy	Three (3) business days prior to Kick-Off Conference.
2	C.4.1.2	Draft Transition-In Plan	Electronic Hard Copy	Three (3) business days prior to Kick-Off Conference.
3	C.4.2.4	Draft Program Management Plan	Electronic Hard Copy	Three (3) business days prior to Kick-Off Conference.
4	C.4.2.7	Draft Baseline Quality Control Plan (QCP)	Electronic Hard Copy	Three (3) business days prior to Kick-Off Conference.
5	C.4.2.1	Points of Contact	Electronic Hard Copy	Three (3) business days prior to Kick-Off Conference.
6	C.4.2.1	Staffing Plan	Electronic Hard Copy	Three (3) business days prior to Kick-Off Conference.
7	C.4.1.2	Final Transition-In Plan	Electronic	Ten business days

#	PWS Reference	Deliverable Title	Delivery Method	Frequency & Planned Completion / Delivery Date
				after Kick-Off Conference.
8	C.4.1.1	Documentation Inventory & Documentation Deficiencies List	Electronic and Hard Copy	Within 45 calendar days after project start.
9	C.4.1.1	MBSOA Reporting & Deliverables List of up to 75 Reports.	Electronic Hard Copy	Within six (6) months after project start.
10	C.4.1.1	Transition-In – Disaster Recovery Test Reporting	Electronic	Within six (6) months after project start.
11	C.4.1.3	Transition-In –Security Assessment and Authorization	Electronic Per Schedule	Within six (6) months after project start.
12	C.4.1.6	Transition-Out Plan	Electronic Hard Copy	Within six (6) months after project start.
13	C.4.1.6	Transition-Out Plan Updates	Electronic Hard Copy	Annually. Within 30 calendar days of a request. Quarterly during the final option year.
14	C.4.1.5	Transition-Out Documentation	Electronic Hard Copy	At least six (6) months before the execution of the transition-out period.
15	C.4.2.4	Program Management Plan	Electronic Hard Copy	Within 10 business days of receiving Ginnie Mae's comments. Updated annually.
16	C.4.2.5	Communications Matrix	Electronic Hard Copy	Within 10 business days of receiving Ginnie Mae's comments. Updated quarterly.
17	C.4.2.6	Monthly Technical Status Meeting Minutes	Electronic Hard Copy	Within five (5) business days after each meeting.

#	PWS Reference	Deliverable Title	Delivery Method	Frequency & Planned Completion / Delivery Date
18	C.4.2.7	Quality Control Plan	Electronic Hard Copy	Within 10 business days of receiving Ginnie Mae's comments. Updated annually.
19	C.4.2.8	Content Management Solution User Manual	Electronic Hard Copy	After the solution is delivered and within six (6) months after project start.
20	C.4.2.9	Contractor Risk and Control Self-Assessment Program Description Reporting	Electronic	Within six (6) months after project start. Updated Annually.
21	C.4.2.9	Vendor Risk Management Program Description Reporting	Electronic	Within six (6) months after project start. Update annually.
22	C.4.2.9	RCSA & VRM: Performance Metrics and Targets Reporting	Electronic	Within 30 calendar days after receiving audit results.
23	C.4.2.9	RCSA Corrective Action Plan	Electronic	Within 30 calendar days after receiving audit results.
24	C.4.3.2	Monthly Issuers Loan and Pool Data and Remaining Principal Balance (RPB) Reporting	Electronic to PPA/CPTA	Monthly by 5th Business day of each month.
25	C.4.3.2	Monthly Issuers Performance Trends, Metrics & Other Indicators Reporting	Electronic	Monthly
26	C.4.3.2	Monthly Contractor Performance Trends, Metrics & Other Indicators Reporting	Electronic	Monthly
27	C.4.3.3	Monthly Ginnie Mae Summary Report	Electronic	Monthly
28	C.4.3.4	Monthly Loan & Pool Level Discrepancies Reporting	Electronic	Monthly by the 4th business day. The first month after the transition period ends.

#	PWS Reference	Deliverable Title	Delivery Method	Frequency & Planned Completion / Delivery Date
29	C.4.3.2	Unresolved RPB or Security Payment Errors Reporting	Electronic	Monthly, prior to next processing cycle.
30	C.4.3.2	Monthly Issuer Feedback Reporting	Electronic	Monthly and on request.
31	C.4.3.2	Unreported Issuers, Pools, Loans & Other Problems Reporting	Electronic	On the 3rd and 5th business day
32	C.4.3.2	Monthly Issuer RFS Data Certification- Non-compliant Issuers List Reporting	Electronic	Monthly
33	C.4.3.2	Monthly Estimated RPBs Reporting - Seasoned and New Pools	Electronic and Hard Copy (CD)	Monthly by the 25th to PPA/CPTA
34	C.4.3.2	Multifamily Prepayment Penalty Information Reporting	Electronic	Monthly
35	C.4.3.2	Issuers Not In Compliance with Remittance Advice Reporting	Electronic	Monthly
36	C.4.3.2	Current & Historical Supplemental Data File from Federal Home Loan Bank of Chicago Reporting	Electronic	By the 10th business day of each month.
37	C.4.3.3	Monthly Operational & Issuance Activity Statistics Reporting	Electronic	Monthly
38	C.4.3.3	Ginnie Mae Monthly Issuance Volume Reporting	Electronic	Monthly
39	C.4.3.4	Multifamily Prepayment Penalty Data for PPA/CPTA Reporting	Electronic to PPA/CPTA	Monthly by the 4th business day
40	C.4.3.4	Multifamily Liquidation and Prepayment Penalty Reports	Electronic	Monthly
41	C.4.3.5	Guarantee Fee Reconciliation Monthly Reporting	Electronic	Monthly
42	C.4.3.5	Annual Guarantee Fee Reconciliation Annual Reporting	Electronic	Annually, within three months of the Government fiscal year end.
43	C.4.3.6	Census IDs & Loan Level Reporting	Electronic	Monthly
44	C.4.3.7	Loan Matching Discrepancies Reporting	Electronic	Monthly
45	C.4.3.7	List of Uninsured or Unguaranteed Loans Reporting	Electronic	Monthly
46	C.4.3.7	Issuer's FHA Origination Matching Results Reporting	Electronic	Monthly

#	PWS Reference	Deliverable Title	Delivery Method	Frequency & Planned Completion / Delivery Date
47	C.4.3.7	13 Month Loan Matching Trends Reporting	Electronic	Monthly
48	C.4.3.7	Rolling Six Month Loan Matching Reporting	Electronic	Monthly
49	C.4.3.7	Quarterly Issuers Receiving Quarterly Aged Electronic Notifications Regarding MC Loan Matching	Electronic	Quarterly
50	C.4.3.7	Quarterly Issuers Receiving Disciplinary Letter for Uninsured Loans Reporting	Electronic	Quarterly
51	C.4.3.7	Monthly Status Update on Loans with MC/NC Loan Insurance Matching Status by Issuers Receiving Disciplinary Letters Reporting	Electronic	Monthly
52	C.4.3.7	Monthly Issuers Receiving MT Electronic Notification of Loans with Terminated Insurance Status Reporting	Electronic	Monthly
53	C.4.3.7	Quarterly Issuers Receiving Disciplinary Letter Regarding Loans with MT Insurance Status Reporting	Electronic	Quarterly
54	C.4.3.7	Status Update on Loans with Loan Insurance Status of MT for Issuers Receiving Disciplinary Letters Reporting	Electronic	Monthly
55	C.4.3.8	Data Disclosure Reporting	Website Email	Per schedules in C.4.3.8
56	C.4.3.8	Data Quality Assurance Audit	Electronic	Monthly by the 10th of each month.
57	C.4.3.8	Disclosure Documentation, Processes and Controls	Electronic	Within six (6) months of project start. Update semi-annually.
58	C.4.3.8	Ginnie Mae Disclosure Working Group Meeting Minutes	Electronic and Hard Copy	Weekly
59	C.4.3.9	MERS Transfer of Servicing Rights Exceptions	Electronic	Monthly
60	C.4.3.9	Quarterly MERS Reconciliation and Discrepancy Reporting	Electronic	Within 15 days of quarterly

#	PWS Reference	Deliverable Title	Delivery Method	Frequency & Planned Completion / Delivery Date
				reconciliation: February, April, July and October.
61	C.4.3.10	Quarterly Issuer Reported WHFIT for CPTA Reporting	Electronic	Quarterly. By the end of March, June, Sept. and Dec.
62	C.4.3.10	WHFIT: Quarterly Number of MBS Reported per Issuer Reporting	Electronic	Quarterly
63	C.4.3.11	Quarterly CAVS Compliance Failures Reporting	Electronic	Within five (5) business days of quarter-end.
64	C.4.4.2	SCRA Eligible Borrower Reimbursements and Denied Borrowers Reporting	Electronic	Monthly
65	C.4.4.2	Quarterly SCRA Reimbursement File for CPTA Reporting	Electronic	Quarterly
66	C.4.4.2	Total SCRA Reimbursements Reporting	Electronic	Monthly
67	C.4.4.2	Monthly Issuers Assistance Reporting	Electronic	Monthly
68	C.4.5.1	Analysis on Ginnie Mae Programs, Insuring Agencies, Federal/GSEs and Presidential Initiatives Reporting	Electronic Per Report	Monthly
69	C.4.5.1.1	Issuer & Issuer Portfolio Analysis Reporting	Electronic Per Report	Monthly
70	C.4.5.1.2	Monthly Issuer Risk Assessment Reporting	Electronic	Monthly
71	C.4.5.1.3	New Risk Analysis & Reporting	Electronic Per Report	Monthly
72	C.4.5.1.6	Quarterly Business Review	Electronic	Quarterly
73	C.4.5.2	Monthly GPADS Module Update	Electronic	Monthly by 10th business day
74	C.4.5.2	Monthly GPADS Discrepancy Reporting	Electronic Before Release	Monthly
75	C.4.5.2	Monthly GPADS Loan Origination Analytical Results Reporting	Electronic	Monthly
76	C.4.5.2	Monthly Issuance Volume Reporting	Electronic	Monthly
77	C.4.5.2	Monthly Recent Issuance Detail Reporting	Electronic	Monthly

#	PWS Reference	Deliverable Title	Delivery Method	Frequency & Planned Completion / Delivery Date
78	C.4.5.2	Monthly Program Market Share Reporting	Electronic	Monthly
79	C.4.5.2	Monthly Loan Origination Payment History by Program Reporting	Electronic	Monthly
81	C.4.5.2	Monthly Households Financed by Ginnie Mae Pools Reporting	Electronic	Monthly
82	C.4.5.2	Quarterly Outstanding Pool Balance for Programs and Portfolios Reporting	Electronic	Quarterly
83	C.4.5.2	Quarterly Active Issuers Reporting	Electronic	Quarterly
84	C.4.5.2	Monthly Errors Reporting	Electronic	Monthly
85	C.4.5.2	Monthly Sub-servicer Dashboard Reporting	Electronic	Monthly
86	C.4.5.2	Monthly PIIT Pool and Pool Transfer Scenario (What If) Reporting	Electronic	Monthly
87	C.4.5.2	Quarterly Aged, Unmatched loan, Terminated Insurance Trending Reporting	Electronic	Quarterly
88	C.4.5.2	Monthly HMBS Metrics & Analysis Reporting	Electronic	Monthly
89	C.4.5.2	Monthly Issuer Pool Certification/ Recertification Reporting	Electronic	Monthly
90	C.4.5.2	Monthly CAVS Pass/Fail Reporting	Electronic	Monthly
91	C.4.5.2	IOPP Discrepancies Reporting	Electronic	Monthly
92	C.4.5.2	Monthly IOPP Deliverables Reporting	Electronic	Monthly
93	C.4.5.2	Monthly Corporate Watch Baseline Reporting	Electronic	Monthly
94	C.4.5.2	DART Data Quality Assurance Checklist	Electronic and Hard Copy	Within six (6) months after project start.
95	C.4.5.2	DART Discrepancies Reporting	Electronic	Monthly
96	C.4.5.2	MOR Data Quality Assurance Checklist	Electronic and Hard Copy	Within six (6) months after project start.
97	C.4.5.2	MOR Discrepancies Reporting	Electronic	Monthly

#	PWS Reference	Deliverable Title	Delivery Method	Frequency & Planned Completion / Delivery Date
98	C.4.5.2	Executive Dashboard Quality Assurance Processes & Controls Checklist	Electronic and Hard Copy	Within six (6) months after project start.
99	C.4.5.2	Executive Dashboard Discrepancies Reporting	Electronic	Monthly
100	C.4.5.2	Executive Dashboard User Manual, Online Help &, Operations Documentation	Electronic and Hard Copy	Within six (6) months after project start.
101	C.4.5.2	Salesforce Licensed User List	Electronic and Hard Copy	Monthly
102	C.4.5.3	IPA & IPMS Reconciliation Reporting	Electronic and Hard Copy	Monthly
103	C.4.5.3	New Issuer Applications Draft Justification Memos	Electronic Per new Issuer Application	Upon receipt of new applications.
104	C.4.5.3	New Issuer Applications - Weekly New Issuer Progress Reporting	Electronic	Weekly
105	C.4.6.1	Greater than 500 Hour O&M Enhancement Justification	Electronic	Immediately when instance is identified and before deployment.
106	C.4.6.1	Process Flows, Network Diagrams & Other Systems Documentation	Electronic and Hard Copy	Semi-annual updates.
107	C.4.6.1	Gap & Application Interface Documentation	Electronic and Hard Copy	Within six (6) months after project start.
108	C.4.6.1	Standard Operating Procedures.	Electronic and Hard Copy	Within 30 days of application or process change.
109	C.4.6.1	Operational and Maintenance (O&M) Manuals	Electronic and Hard Copy	Within 30 days of application or process change.
110	C.4.6.1	User Manuals	Electronic and Hard Copy	Within 30 days of application or process change.
111	C.4.6.1	Data Architecture Documentation	Electronic and Hard Copy	Semi-annually and when there are changes to the data architecture.

#	PWS Reference	Deliverable Title	Delivery Method	Frequency & Planned Completion / Delivery Date
112	C.4.6.1	Help Desk Inquiries Reporting	Electronic	Monthly
113	C.4.6.1	Operational Incident Reporting	Electronic	Within 24 hours of every operational incident.
114	C.4.6.1	Data & Quality Assurance Reporting Metrics & Processes	Electronic and Hard Copy	Within six (6) months after project start.
115	C.4.6.1	Quarterly Update of System Documentation Reporting	Electronic and Hard Copy	Quarterly
116	C.4.6.1	Annual Security Plan	Electronic and Hard Copy	Six months after project start.
117	C.4.6.1	Ginnie Mae System Security Plans	Electronic and Hard Copy	Annually
118	C.4.6.1	Annual Security Self-Assessment Reporting	Electronic and Hard Copy	Annually, by August 31st each calendar year.
119	C.4.6.1	Quarterly Plans of Action & Milestones	Electronic and Hard Copy	Quarterly
120	C.4.6.3	Disaster Recovery Plan	Electronic and Hard Copy	Within 30 days of contract award and semi-annually in April and October.
121	C.4.6.3	Disaster Recovery Testing Results	Electronic and Hard Copy	Semi-annually April and October
122	C.4.6.3	Quarterly Environmental Validation Support	Electronic and Hard Copy	Quarterly
123	C.4.6.3	Semi-Annual Disaster Recovery Training	Electronic and Hard Copy	Semi-annually
124	C.4.6.4	Annual Continuity of Operations Plan (COOP)	Electronic and Hard Copy	Annually
125	C.4.6.4	COOP Event After Action Report	Electronic and Hard Copy	Within 10 business days of an event.
126	C.4.7.1	Major Enhancements Project Plan (by project)	Electronic and Hard Copy Per Project	Within 60 calendar days after option exercise unless otherwise agreed to by both parties.

#	PWS Reference	Deliverable Title	Delivery Method	Frequency & Planned Completion / Delivery Date
127	C.4.7.1	User Manuals, Training Manuals, User Documentation and Other Related Documentation	Electronic and Hard Copy Per Project	Within 60 calendar days after option exercise unless otherwise agreed to by both parties.
128	C.4.7.1	PPM Documentation	Electronic and Hard Copy Per Project	. Within 60 calendar days after option exercise unless otherwise agreed to by both parties.
129	C.4.7.1	Database Documentation	Electronic and Hard Copy Per Project	Within 60 calendar days after option exercise unless otherwise agreed to by both parties.
130	C.4.7.1	Customer Adoption Materials	Electronic and Hard Copy	Within 60 calendar days after option exercise unless otherwise agreed to by both parties.
131	C.4.7.1	Annual Technology Refresh Report	Electronic	Annually
132	C.4.7.1	Copy of SEI CMMI Certificate	Electronic	Every 18 months upon completion of independent assessment.
133	C.4.7.1	Monthly Development, Modification, and Enhancement of Information Technology Status Reporting	Electronic	Monthly
134	C.4.9	Conferences, Training Materials, Presentations and Supporting Documentation	Electronic and Hard Copy	Within 60 calendar days unless otherwise agreed to by both parties.
135	C.4.10	Special Projects - Unique Information Analysis & Materials	Electronic and Hard Copy	Within 60 calendar days unless otherwise agreed to by both parties.
136	C.4.10	Special Projects - Expert Advice	Electronic and	Within 60

#	PWS Reference	Deliverable Title	Delivery Method	Frequency & Planned Completion / Delivery Date
			Hard Copy	calendar days unless otherwise agreed to by both parties.
137	C.4.10	Special Projects - Corporate Watch Market Segment Analysis Reporting	Electronic and Hard Copy	Within 60 calendar days unless otherwise agreed to by both parties.
138	C.4.10	Special Projects - Specialized Analysis	Electronic and Hard Copy	Within 60 calendar days unless otherwise agreed to by both parties.
139	C.4.12.1	SSAE 18 Audit	Electronic and Hard Copy	Annually by August 30th
140	C.12.1.1	FISCAM Audit	Electronic and Hard Copy	Within one year after project start.

SECTION G – CONTRACT ADMINISTRATION DATA

NOTE: Section G of the Contractor's Alliant Contract is applicable to this TO and is hereby incorporated by reference. In addition, the following applies:

G.1 CONTRACTING OFFICER'S REPRESENTATIVE

The CO will appoint a COR in writing through a COR Appointment Letter (Attachment N) that will be provided to the Contractor upon award. The COR will receive, for the Government, all work called for by the TO and will represent the CO in the technical phases of the work. The COR will provide no supervisory or instructional assistance to contractor personnel.

The COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the basic Contract or the TO. Changes in the scope of work will be made only by the CO by properly executed modifications to the Contract or the TO.

G.2 CONTRACT ADMINISTRATION

Ordering Contracting Officer:
Reva K. Hutchinson
GSA NCR FAS Contracting Division
301 7th Street, SW, Rm. 6100
Washington, DC 20407
Telephone: (202) 708-1253
Email: reva.hutchinson@gsa.gov

Contracting Officer's Representative:
Mark Willis
GSA NCR FAS Contracting Division
301 7th Street, SW, Rm. 6100
Washington, DC 20407
Telephone: (571) 585-4385
Email: mark.willis@gsa.gov

Ginnie Mae Government Technical Representative:
To be provided after award.

G.3 INVOICE SUBMISSION

The Contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice.

Task Order Number: *(from SF 1449)*
Paying Number: *(ACT NO.) (From GSA Form1449)*
NCR FAS Project Number: ID11170009

The Contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment.

The Contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category.
The Contractor shall submit invoices as follows:

The Contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link): https://portal.fas.gsa.gov. Select *Vendor Support*, log in using your assigned ID and password, then click on *Create Invoice*. By utilizing this method, no paper copy of the invoice shall be submitted to GSA NCR or the GSA Finance Center. However, the GSA COR may require the Contractor to submit a written "soft copy" invoice with the client's certification prior to invoice payment.

G.3.1 INVOICE REQUIREMENTS

G.3.1.1 LABOR HOUR (LH) CLINs

The Contractor may invoice monthly on the basis of cost incurred for the LH CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. All hours and costs shall be reported by CLIN element (as shown in Section B), by contractor employee, and shall be provided for the current billing month and in total from project inception to date. The Contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

a. Employee name (current and past employees)
b. Employee company labor category
c. Employee labor category
d. Monthly and total cumulative hours worked
e. Corresponding TO ceiling rate
f. Cost incurred not billed
g. Current approved forward pricing rate agreement in support of indirect costs billed

G.3.1.2 FIRM-FIXED-PRICE (FFP) CLINs

The Contractor may invoice the total firm fixed price on a monthly basis for work performed. The monthly amount invoiced shall be proportionate to 1/12 of the total firm fixed price per CLIN for work performed.

The Contractor may invoice as stated in Section B for the FFP CLINs. The invoice shall include the period of performance or deliverable covered by the invoice and the CLIN number and title. All costs shall be reported by CLIN element (as shown in Section B) and shall be provided for the current invoice and in total from project inception to date. The Contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall

include separate columns and totals for the current invoice period and the project to date.

a. FFP (insert period of performance or deliverable/progress payment period – as stated in Section B)
b. Cost incurred not billed

G.3.1.3 OTHER DIRECT COSTS (ODCs)

The Contractor may invoice monthly on the basis of cost incurred for the ODC CLIN with no profit or fee. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. In addition, the Contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions are required.

a. Tools and/or ODCs purchased
b. Consent to Purchase number or identifier
c. Date accepted by the Government
d. Associated CLIN
e. Project-to-date totals by CLIN
f. Cost incurred not billed
g. Remaining balance of the CLIN

G.3.1.4 TRAVEL

The Contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the Joint Travel Regulation (JTR)/Federal Travel Regulation (FTR). The invoice shall include the period of performance covered by the invoice, the CLIN number and title. Separate worksheets, in MS Excel format, shall be submitted for travel.

<u>CLIN/Task Total Travel</u>: This invoice information shall identify all <u>cumulative</u> travel costs billed by CLIN/Task. The <u>current</u> invoice period's travel details shall include separate columns and totals and include the following:

a. Travel Authorization Request number or identifier, approver name, and approval date
b. Current invoice period
c. Names of persons traveling
d. Number of travel days
e. Dates of travel
f. Number of days per diem charged
g. Per diem rate used
h. Total per diem charged
i. Transportation costs
j. Total charges
k. Explanation of variances exceeding 10% of the approved versus actual costs
l. Indirect Handling Rate

G.4 TASK ORDER CPARS

TO performance will be evaluated and captured through the CPARS module (located at https://www.cpars.gov/). At a minimum, the TO performance will be evaluated by GSA upon TO completion at a minimum annually. Evaluations of contractor performance will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of 30 days to submit comments, rebutting statements, or additional information. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the TO file, and may be used by Federal agencies to support future award decisions.

G.5 TASK ORDER CLOSE-OUT RESPONSBILITIES

In addition to the task order close out responsibilities defined in the Alliant basic contract, the Contractor shall support transition out operations to any follow-on effort as directed by the GSA CO. Also, the Contractor shall erase irrecoverably all Government data, applications, and Government licensed software from all electronic storage devices that belong to the Contractor prior to being removed from Government premises.

SECTION H – SPECIAL CONTRACTS REQUIREMENTS

NOTE: Section H of the Contractor's Alliant Contract is applicable to this TO and is hereby incorporated by reference. In addition, the following applies:

H.1 KEY PERSONNEL

The personnel specified below are considered to be essential or "Key" to the work being performed under this TO.

- Program Manager (PM)

The Government does not intend to dictate the composition of the ideal team to perform this TO. Therefore, the Government encourages and will evaluate additional Key Personnel as proposed by the Offeror. Designate the minimum personnel that will be considered Key Personnel assigned to this TO.

The Government desires Key Personnel be assigned for the duration of the TO. Key Personnel are also desired to have information technology management experience with expertise in application O&M; the System's Development Life Cycle; information security; and complying with government regulations.

H.1.1 KEY PERSONNEL SUBSTITUTION

The Contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the CO. Prior to utilizing other than personnel specified at time of proposal submission, the Contractor shall notify the Government CO and the COR. This notification shall be no later than ten calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute personnel qualifications shall be equal to, or greater than, those of the personnel being substituted. If the Government CO and the COR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the Contractor may be subject to default action as prescribed by FAR 52.249-8, Default (Fixed-Price Supply and Service).

H.2 GOVERNMENT-FURNISHED PROPERTY (GFP)

The MBSOA Contractor shall perform all IT related functions set forth in this TO using a combination of Ginnie Mae Government Furnished Property (GFP) and Government Furnished Equipment (GFE).

The Contractor shall ensure accurate control and accountability of all GFP in accordance with the terms and conditions of this TO.

Ginnie Mae will provide the Contractor with GFP including access to the Managed Data Center and those IT infrastructure services necessary to perform the activities in the TO, as well as access to proprietary Ginnie Mae software and applications referenced in Section C.5 Government Furnished Applications and Source Code.

Oracle software, licenses and maintenance will be provided as GFP for the duration of the TO. Ginnie Mae will also provide Business Objects and Informatica licenses as GFP to the Contractor. Ginnie Mae will provide licensing for MBSOA products hosted in Ginnie Mae environments, however, Ginnie Mae licensing does not extend beyond Ginnie Mae boundaries.

For a complete list of the provided GFP/GFE including Ginnie Mae proprietary software and systems, see Section C.5 Government Furnished Applications and Source Code. Any other needed software must be requested by the MBSOA Contractor and must be approved into the Ginnie Mae Reference Architecture prior to use.

Intellectual Property and or data generated under performance of this TO are the property of Ginnie Mae. Any Government furnished data, or property shall remain the property of Ginnie Mae and will be returned upon completion of the support services.

H.3 GOVERNMENT-FURNISHED INFORMATION (GFI)

(a) The following materials, guides, manuals, and documents will be made available, as needed, in performance of this TO:

(1) Application User Manuals
(2) Application Production Schedules
(3) Application Project Planning & Management Documentation
(4) Current State Enterprise Architecture
(5) Customer Inquiries Call Logs
(6) Hardware and Software Portfolio Infrastructure
(7) Investor Reporting Timelines and Requirements
(8) JOT & JIRA Reports
(9) Manual & Automated Reports
(10) RFS Quick Reference Cards
(11) RFS Dataflow Diagram

(b) The following resources are available by accessing Ginnie Mae's website at www.ginniemae.gov.

(1) Business Related Monthly Operational Activity
(2) Disclosure Data
(3) Issuer Training Presentations
(4) Investor Reporting Manual
(5) Investor Resources
(6) MBS Guide
(7) Modernization Effort Information

H.4 CONTRACTOR FURNISHED ITEMS AND SERVICES

The Contractor shall furnish all facilities, equipment and supplies required to perform the services set forth in this TO, which are not listed under Government Furnished Property and Services. In carrying out these functions, the Contractor shall, unless otherwise provided herein, provide its own automated and/or manual systems that ensure secure access, accurate and timely processing and reporting for each activity set forth in this TO.

Software licenses necessary to operate Contractor Furnished Property, or perform tasks related to this TO not otherwise provided as GFP, are the responsibility of the Contractor. In the event that additional licenses are required to support GFP, the Contractor shall notify the GTR to take the appropriate action.

Industry pertinent data subscriptions necessary for the Contractor to understand Ginnie Mae's business are the responsibility of the Contractor. Contractor must be current and up-to-date on MBS market requirements and trends. Examples include: Inside Mortgage Finance and Inside MBS and ABS.

H.5 SECURITY CONSIDERATIONS

H.5.1 PROTECTION OF INFORMATION

All Government information, data and/or equipment used by the Offeror in performance of this TO shall only be disclosed to authorized personnel on a need-to-know basis. The Offeror shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. Contractor personnel will be required to complete security training, annually. When no longer required, this information, data, and/or equipment shall be returned to Government control, destroyed, or held until otherwise directed. Destruction of items shall be accomplished by tearing into small parts, burning, shredding, or any other method that precludes the reconstruction of the material. All sensitive information contained on Offeror computers shall be degaussed.

H.5.2 HSPD-12

Contractor personnel shall be required to obtain and maintain security badges and adhere to the applicable installation security requirements. Homeland Security Presidential Directive (HSPD-12) mandates the issuance of a common form of identification for all federal employees and contractors for use in accessing government-controlled facilities and information systems. As a result, contractor employees that require access to Ginnie Mae facilities for six (6) months or more will be required to pass a National Agency Check with Credit (NACIC) background investigation and obtain the HSPD-12 identification, if necessary for performance, before receiving computer access. The Contractor shall be responsible for the cost of complying with HSPD-12.

H.6 RIGHT TO AUDIT

The Contractor agrees to retain all records and accounts related to Ginnie Mae as a result of this TO for a period of at least three (3) years from the completion date of any work. Such records and accounts shall itemize the names of employees, hours worked, services performed, materials used, and any other costs or expenses.

At any reasonable time, the Contractor shall permit Ginnie Mae to review and audit all records and accounts related to costs and expenses invoiced to Ginnie Mae which pertain to the non-fixed price transactions under this TO. Ginnie Mae's signature on documents evidencing work performed or materials purchased shall not preclude Ginnie Mae from receiving an adjustment to amounts paid to the Contractor based on an audit or other review by or on behalf of Ginnie Mae.

Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

HUDS' Office of Inspector General (OIG), Office of Enterprise Risk (OER), GSA's Office of Inspector General, GSA's National Capital Region Federal Acquisition Service Contracting Division as well as the GAO have the right to audit and review information relating to Ginnie Mae's business processes, systems and applications at any time.

H.7 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

H.7.1 ORGANIZATIONAL CONFLICT OF INTEREST

If the contractor has or is currently providing support or anticipates providing support to Ginnie Mae that creates or represents an actual or potential organizational conflict of interest (OCI), the Contractor shall immediately disclose this actual or potential OCI in accordance with FAR Subpart 9.5. The Contractor is also required to provide an Organizational Conflict of Interest Statement in which the Contractor (and any subcontractors, consultants, or teaming partners) agrees to disclose information concerning the actual or potential conflict with any proposal for any solicitation relating to any work in the TO. All actual or potential OCI situations shall be identified and addressed in accordance with FAR Subpart 9.5.

H.7.2 NON-DISCLOSURE REQUIREMENTS

If the Contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the Contractor shall ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

a. Execute and submit a Corporate Non-Disclosure Agreement (NDA) Form, Attachment M) prior to the commencement of any work on the TO, and
b. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information.

All proposed replacement contractor personnel also must submit a NDA and be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this TO or obtained by the Government is only to be used in the performance of the TO. The Contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

H.8 SECTION 508 COMPLIANCE REQUIREMENTS

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 United States Code (U.S.C.) 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The Contractor shall identify all EIT products and services proposed, identify the technical standards applicable to all products and services proposed and state the degree of compliance with the applicable standards. Additionally, the Contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The Contractor must ensure that the list is easily accessible by typical users beginning at time of award.

H.9 TRAVEL

H.9.1 TRAVEL REGULATIONS

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

a. Federal Travel Regulations (FTR) - prescribed by the GSA, for travel in the contiguous U.S.

H.9.2 TRAVEL AUTHORIZATION REQUESTS

Before undertaking travel to any Government site or any other site in performance of this Contract, the Contractor shall have this travel approved by, and coordinated with, the GSA COR. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. Prior to any long distance travel, the Contractor shall prepare a Travel Authorization Request for Government review and approval. Long distance travel will be reimbursed for cost of travel comparable with the Federal Travel Regulations (FTR).

Requests for travel approval shall:

a. Be prepared in a legible manner.

b. Include a description of the travel proposed including a statement as to purpose.
c. Be summarized by traveler.
d. Identify the TO number.
e. Identify the CLIN and Interagency Agreement account associated with the travel.
f. Be submitted in advance of the travel with sufficient time to permit review and approval.

The Contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

H.10 TRANSFER OF HARDWARE/SOFTWARE MAINTENANCE AGREEMENTS

If the Offeror proposes to provide any commercial computer software ("Commercial Software") as part of its proposed solution in response to this Solicitation, the Offeror shall ensure that any software license agreement ("License Agreement") associated with such Commercial Software and intended to bind the Government complies with the FAR clause at 12.212(a), which provides, in relevant part, that commercial computer software and documentation shall be acquired under licenses customarily provided to the public "to the extent such licenses are consistent with Federal law." The most common examples of areas of non-compliance are set forth in the following table, which is provided for information purposes only and does not constitute an exhaustive list.

The requirement to propose compliant License Agreements shall apply regardless of whether the original rights holder to the Commercial Software ("Licensor") is the Offeror, its subcontractor, or a third party, in the case of third-party software embedded or provided with the Commercial Software. Further, this requirement shall apply regardless of the format or title of the License Agreement (i.e., whether entitled "Software License Agreement," "End User License Agreement," "Terms of Service," or otherwise and whether presented in hard copy or in a clickwrap or other electronic format). For the avoidance of doubt, this may require the Offeror to negotiate with its Licensors and to obtain a revised version of the License Agreement. License Agreements incorporated into a company's existing Schedule 70 or other Government contract are not exempt from this requirement.

If proposing Commercial Software, the Offeror shall include a statement in its proposal confirming that all applicable License Agreements will comply with the requirement of this Section H (actual License Agreements need not be submitted prior to award). Non-compliance identified after award may entitle the Government to terminate the TO and seek any or all available remedies for breach of contract.

Commercial Terms*	Legal Restriction	Action**
Contract Formation and Modification	Under FAR 1.601(a), in an acquisition involving the use of appropriated funds, an agreement binding on the Government may only be entered into by a duly	Any provisions purporting to form a contract binding on the U.S. Government by any other means (e.g., use, download, click through terms, etc.) must be deleted. The same applies

	warranted CO in writing. Under FAR 43.102, the same requirement applies to contract modifications affecting the rights of the parties.	to provisions allowing for License Agreement terms to be changed unilaterally by the Licensor.
Patent or Other Type of Intellectual Property Indemnity – sellers of products or services often provide that in the event of claim or litigation alleging infringement of patent rights asserted by some third party that the seller will indemnify the buyer, provided that the buyer provide notice of the claim or litigation, and that the seller assume control of the litigation and any proposed settlement.	Under the authority of 28 U.S.C. § 516, only the Attorney General, acting by and through the attorneys of the U.S. Department of Justice, may represent the U.S. Government in litigation.	The patent or other type of intellectual property indemnity clause remains in effect, but any undertaking to "defend" the Government or any requirement that the seller control litigation and/or any proposed settlement is to be deleted.
General Indemnity – sellers of products or services provide that in the event of any litigation arising from the buyers use of the product or service that buyer will indemnify seller's litigation costs and damages (if any).	Agreements to pay the attorney fees of a private party require a statutory waiver of sovereign immunity. Agreements to pay some indeterminate amount of money in the future violate the restrictions of the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1) and the Adequacy of Appropriations Act, 41 U.S.C. §11.	General Indemnity clauses must be removed from the License Agreement.
Arbitration of Disputes – sellers of products or services provide that any disputes with buyer must be resolved through binding arbitration without recourse to litigation in state or federal courts.	Federal Agencies are not allowed to use binding arbitration unless the head of the agency has promulgated guidance through administrative rulemaking on the use of binding arbitration. *See* 5 U.S.C. § 575. At the time of this Solicitation release, GSA has not done so.	Binding Arbitration clauses must be removed from the License Agreement.

Venue, Jurisdiction and Choice of Law – sellers of products or services provide that jurisdiction of any dispute will be in a particular state, federal or foreign court or that particular state or foreign law will govern.	Litigation where the U.S. Government is a defendant must be heard either in U.S. District Court (28 U.S.C. § 1346) or the U.S. Court of Federal Claims (28 U.S.C. §1491). The U.S .Government, as the sovereign, does not contract under state or foreign law. Depending on the subject matter of the dispute, the Contract Disputes Act or other applicable law will govern.	Clauses claiming that disputes will only be heard in state court will be revised to allow disputes in Federal court. Choice of law clauses must be deleted.
Equitable Remedies – sellers of products or services provide that in the event of a dispute concerning patent or copyright infringement that the end user agree that an injunction is appropriate.	The only remedy provided for copyright or patent infringement against the U.S. Government is monetary damages. *See* 28 U.S.C. § 1498.	Equitable remedy clauses must be removed.
Negative Options – sellers of products or services provide that option periods will automatically be exercised unless affirmative action is taken by the buyer to not exercise the option.	Agreements to pay money in advance of appropriations violate the restrictions of the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1) and the Adequacy of Appropriations Act, 41 U.S.C. §11.	Negative option clauses must be removed.
Limitation of Liability	Various (see next column)	Limitation of liability clauses may be included in accordance with the Licensor's standard commercial practices, except that such clauses may not operate to impair or prejudice the U.S. Government's right (a) to recover for fraud or crimes arising out of or relating to this TO under any Federal fraud statute, including without limitation the False Claims Act (31 U.S.C. §§3729 through 3733), or (b) to express remedies provided under any FAR, GSAR or master contract clauses incorporated into this TO.

Integration/Order of Precedence Clauses		Any provisions purporting to invalidate or supersede the terms of the Government TO resulting from this Solicitation (such provisions are frequently found in "entire agreement" clauses) must be removed from the License Agreement.

H.11 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in FAR 52.227-14 apply.

H.12 DATA RIGHTS

The Contractor will adhere to the contract clauses within the Alliant Contract. In addition, the following applies:

The Government has unlimited rights to all documents/material produced under this task order. All documents and materials, to include the source codes of any software, produced under this TO shall be Government owned and are the property of the Government with all rights and privileges of the ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. The right does not abrogate any other Government rights under the applicable Data Rights clause(s).

All data collected by the Contractor or provided to the Contractor in the performance of this TO are the property of the Government. The Government retains all rights to the data used and all derivative works developed by the Contractor. The Contractor agrees that during performance of the TO and for a period of six (6) years after the completion of performance of this TO, the Contractor, (including all divisions thereof, and any affiliate of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor), shall not:

Supply information or material received from this TO, to the public or to any firm participating in or having a known prospective interest in the subject matter areas for which the sensitive information such as the name or mission of the government agency/department that provided the data was initially submitted.

H.13 GOALS FOR SUBCONTRACTING

The Government is committed to ensuring that small, HUBzone, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns are provided maximum practicable opportunity to participate as subcontractors in the performance of the task order.

Accordingly, the goals for Contractors planned subcontracting dollars on Orders amortized over the reporting periods of each Individual Subcontractors Report (ISR) under the basic Alliant contract are stated as follows:

SMALL BUSINESS	_40___ percent	
HUBzone Small Business		_3___ percent
Small Disadvantaged Business		_6___ percent
Women-Owned Small Business		_5___ percent
Veteran-Owned Small Business		_3___ percent
Service-Disabled Veteran-Owned Small Business		_3___ percent

The individual goals of HUBzone Small Business, Small Disadvantaged Business, Women-Owned Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business are a subset of the 40% small business goal. Subcontracting credit will only be given to first tier subcontracts.

These goals do not apply to work OCONUS and are not counted with the Contractor's domestic small business goals.

The Contractor shall include the "Utilization of Small Business Concerns" clause in all subcontracts that offer further subcontracting opportunities. The Contractor shall also require subcontractors (other than small business concerns) that receive subcontracts in excess of $550,000 ($1 million for construction of a public facility) to adopt a subcontracting plan that complies with the requirements of the clause at FAR 52.219-9 Small Business Subcontracting Plan.

H.14 QUALITY ASSURANCE SURVEILLANCE PLAN

The Government shall evaluate the Contractor's performance under this TO in accordance with the Quality Assurance Surveillance Plan (QASP) – Attachment C. The QASP establishes the performance standards, acceptable quality level, method and frequency of surveillance, and impact on Contractor's payments for each of the major service areas of the TO. The QASP is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards.

SECTION I – CONTRACT CLAUSES

NOTE: Section I of the Contractor's Alliant Contract is applicable to this TO and is hereby incorporated by reference. In addition, the following applies:

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the GSA CO will make their full text available. Also, the full text of any provision is accessible electronically at: https://www.acquisition.gov/far/

Clause No	Clause Title	Date
52.204.10	Reporting Executive Compensation and First Tier Subcontract Awards	Jul 2010
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition	Feb 2007
52.217-5	Evaluation of Options	Jul 1990
52.217-8	Option to Extend Services	Nov 1999
52.217-9	Option to Extend the Term of the Contract	Mar 2000
52.219-8	Utilization of Small Business Concerns	Jan 2011
52.222-60	Paycheck Transparency	Jan 2016
52.223-15	Energy Efficiency in Energy Consuming Products	Dec 2007
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	Dec 2007
52.227-14	Rights In Data – General Alternate II or III (Use FAR Clause (52.227-14) Or DFARS Clause, Not Both)	Dec 2007
52.227-15	Representation of Limited Rights Data and Restricted Computer Software	Dec 2007
52.227-17	Rights In Data Special Works	Jun 1987
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy or Security Safeguards	Aug 1996
52.244-6	Subcontracts for Commercial Items	Dec 2010
52.245-1	Government Property	Jan 2017
52.246-4	Inspection of Services – Fixed Price	Aug 1996
52.246-5	Inspection of Services – Cost-Reimbursement	Apr 1984
52.246-6	Inspection of Services – Time and Material and Labor Hour	May 2001
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984

I.2 FAR CLAUSES IN FULL TEXT

I.2.1 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before expiration.

I.2.2 FAR 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 30 days before expiration, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 60 months.

I.2.3 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to --

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice,

(1) Furnish phase-in, phase-out services for up to six (6) months after this task order expires and

(2) Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to

help the successor maintain the continuity and consistency of the services required by this task order. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.3 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES INCORPORATED BY REFERENCE

The full text of a provision may be accessed electronically at the following GSAM website: https://www.acquisition.gov/gsam/gsam.html

Clause No	Clause Title	Date
552.203-71	Restriction on Advertising	Sept 1999
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items	Oct 2014
552.216-74	Task-Order and Delivery-Order Ombudsman	Jan 2017
552.219-75	GSA Mentor- Protégé Program	Sep 2009
552.229-70	Federal, State, and Local Taxes	Apr 1984
552.232-23	Assignment of Claims	Sep 1999
552.232-25	Prompt Payment	Nov 2009
552.232-39	Unenforceability of Unauthorized Obligations	Jul 2015
552.237-73	Restriction on Disclosure of Information	Jun 2009
552.252-6	Authorized Deviations in Clause (Deviation to FAR 52.252-6)	Sep 1999

I.4 HUD ACQUISITION REGULATION (HUDAR) CLAUSES INCORPORATED BY REFERENCE

The full text may be accessed electronically at http://farsite.hill.af.mil/vfhudara.htm

Clause No	Clause Title	Date
2452.201-70	Coordination of Data Collection Activities	Apr 1984
2452.203-70	Prohibition Against the Use of Federal Employees	Feb 2006
2452.208-71	Reproduction of Reports	Apr 1984
2452.222-70	Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities	Feb 2006
2452.237-73	Conduct of Work and Technical Guidance	Dec 2012
2452.237-75	Access to HUD Facilities	Dec 2012
2452.239-70	Access to HUD Systems	Dec 2012
2452.239-71	Information Technology Virus Security	Feb 2006
2452.251-70	Contractor Employee Travel	Oct 1999
2452.204-70	Preservation of, and Access to, Contract Records (Tangible and Electronically Stored Information (ESI) Formats)	Dec 2012

I.4.1 HUDAR 2452.227-70 GOVERNMENT INFORMATION (DEC 2012)

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

"Government information" includes—

Contractor-acquired information, which means information acquired or otherwise collected by the Contractor on behalf of the Government in the context of the Contractor's duties under the contract.
Government-furnished information (GFI), which means information in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. GFI also includes contractor-acquired information if the contractor-acquired information is a deliverable under the contract and is for continued use under the contract. Otherwise, GFI does not include information that is created by the Contractor and

delivered to the Government in accordance with the requirements of the work statement or specifications of the contract. The type, quantity, quality, and delivery requirements of such deliverable information are set forth elsewhere in the contract schedule.

(b) *Information Management and Information Security*.

(1) The Contractor shall manage, account for, and secure all Government information provided or acquired by the contractor. The Contractor shall be responsible for all Government information provided to its subcontractors. The Contractor agrees to include a requirement in each subcontract under this contract that flows down the protection from disclosure requirements.

(2) The Contractor's responsibility for Government information extends from the initial provision or acquisition and receipt of information, through stewardship, custody, and use until returned to, or otherwise disposed of, as directed by the Contracting Officer. This requirement applies to all Government information under the Contractor's accountability, stewardship, possession or control, including its subcontractors.

(c) *Use of Government information*.
(1) The Contractor shall not use any information provided or acquired under this contract for any purpose other than in the performance of this contract.

(2) The Contractor shall not modify or alter the Government information, unless authorized in writing, in advance, by the Contracting Officer.

(d) *Government-furnished information*.

(1) The Government shall deliver to the Contractor the information described below-

Description	Date to be provided
(a) The following materials, guides, manuals, and documents will be made available, as needed, in performance of this TO: (1) Application User Manuals (2) Application Production Schedules (3) Application Project Planning & Management Documentation (4) Current State Enterprise Architecture (5) Customer Inquiries Call Logs (6) Hardware and Software Portfolio Infrastructure (7) Investor Reporting Timelines and Requirements (8) JOT & JIRA Reports (9) Manual & Automated Reports	At project start, as needed.

(10)RFS Quick Reference Cards
(11)RFS Dataflow Diagram

(b) The following resources are available by accessing Ginnie Mae's website at www.ginniemae.gov. At project start.

(1) Business Related Monthly Operational Activity
(2) Disclosure Data
(3) Issuer Training Presentations
(4) Investor Reporting Manual
(5) Investor Resources
(6) MBS Guide
(7) Modernization Effort Information

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished information will be suitable for contract performance and will be delivered to the Contractor by the dates stated in paragraph (d)(1) of this clause.

(i) The Government does not warrant the validity or accuracy of the Government-furnished information unless otherwise noted.

(ii) In the event that information received by the Contractor is not in a condition suitable for its intended use, the Contractor shall immediately notify the Contracting Officer in writing. Upon receipt of the Contractor's notification, the Contracting Officer shall advise the Contractor on a course of action to remedy the problem.

(iii) If either the failure of the Government to provide information to the Contractor by the dates shown in this clause or the remedial action taken under this clause to correct defective information causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the Contracting Officer shall consider an equitable adjustment to the contract. The Contractor shall provide to the Contracting Officer its written statement describing the general nature and amount of the equitable adjustment proposal within 30 days after the remedial action described in paragraph (ii) herein is completed, or within 30 days after the date upon which the Government failed to provide information, unless the Contracting Officer extends this period.

(3)(i) The Contracting Officer may, by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished information under this contract;

(B) Substitute other Government-furnished information for the information previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use the information.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Rights in information*. Government information is the property of the U.S. Government unless otherwise specifically identified. The specific rights in any other information acquired or created by the Contractor under this contract shall be as expressed in the "Rights in Data" clause contained in this contract.

(f) *Government access to information*. The Government shall have the right to access any Government information maintained by the contractor and any subcontractors. The Contractor shall provide the Contracting Officer, and other duly authorized Government representatives, with access to all Government information, including access to the Contractor's facilities, as necessary, promptly upon written notification by the Contracting Officer. Such notification may be by electronic mail.

(g) *Contractor liability for Government information*.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, theft, damage, or destruction to the Government information furnished or acquired under this contract, except when the loss, theft, damage, or destruction is the result of the Contractor's failure to properly manage, account for, and safeguard the information in accordance with this clause.

(2) In the event of any loss, theft, damage, or destruction of Government information, the Contractor shall immediately take all reasonable actions necessary to protect the Government information from further loss, theft, damage, or destruction.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, theft, damage, or destruction of Government information.

(h) *Information alteration and disposal*. Except as otherwise provided for in this contract, the Contractor shall not alter, destroy, or otherwise dispose of any Government information unless expressly directed by the Contracting Officer to do so.

(i) *Return of Government information to the Government*.

(1) The Government may require the Contractor to return Government Information to the Government at any time. Upon demand by the Contracting Officer or his/her representative, the Contractor shall return all Government information to the Government as directed by the Contracting Officer or other individual designated by the Contracting Officer.

(2) The Contractor's failure to return all information as directed, including directions regarding the time frames for delivery back to the Government and directions prescribing the form in which the data must be returned, shall be considered a breach of contract, and the Government shall have the right to physically remove the Government information from the Contractor,

including removal of such information from the Contractor's physical premises and from any electronic media (e.g., Contractor's computer systems).

(3) When required to return Government information to the Government, the Contractor shall do so at no cost to the Government. The Government shall not be responsible for the cost of data format conversion and the cost of delivery, if any.

(4) The Contractor shall ensure that all Government information provided to subcontractors is returned to the Government.

(j) *Equitable adjustment*. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished information.
(2) Delivery of Government-furnished information in a condition not suitable for its intended use.
(3) An increase, decrease, or substitution of Government-furnished information.
(4) Failure to correct or replace Government information for which the Government is responsible.

(k) *Subcontracts*. The Contractor shall ensure that all subcontracts under which Government information is provided to a subcontractor include the basic terms and conditions set forth in paragraphs (a), (b), (c), (f), and (h) of this clause in each subcontract. Subcontracts shall clearly describe the Government information provided to the subcontractor. The Contractor shall be responsible for all Government information provided to subcontractors.