

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER	5. SOLICITATION NUMBER CFIT-09-SO-0080
6. SOLICITATION ISSUE DATE 12/18/08	

7. FOR SOLICITATION INFORMATION CALL: Nick Graham	a. NAME	b. TELEPHONE NUMBER (No collect calls) (202) 418-5191	8. OFFER DUE DATE/ LOCAL TIME 1/21/09 4:30 PM
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9. ISSUED BY
 CODE
 Commodity Futures Trading Commission
 Office of Financial Management
 1155 21st Street, N.W.
 Washington, DC 20581

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)
 NAICS: 541512
 SIZE STANDARD: \$23 M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO
 CODE
 Commodity Futures Trading Commission

16. ADMINISTERED BY
 CODE
 See Block 9

17a. CONTRACTOR/OFFEROR
 CODE
 FACILITY CODE
 TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY
 CODE
 See Part I, Clause 19

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Professional services for development of the CFTC Trade Surveillance System <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one 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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

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

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PART I - CONTRACT CLAUSES

1. PURPOSE

Futures and options trading provide participants with a means for managing or assuming price change risks and for discovering prices or disseminating pricing information. To safeguard the integrity of futures and options markets, the CFTC seeks to maintain trading in liquid, fair, and financially secure trading facilities by, among other things, deterring and preventing price manipulation and other disruptions to market integrity and by protecting market participants from fraudulent or other abusive trade practices and misuses of customer assets.

The purpose of this contract is to acquire (technical and business) support for the new technology system that processes and retains futures and options trade data, conducts regular automated reviews of that data, and provides CFTC staff with access to trade data and reports that facilitate analysis and detection of fraud, manipulation, and other abusive trading practices.

The CFTC refers to the new system as the Trade Surveillance System (TSS).

CFTC users who will benefit from TSS are as follows:

Division of Market Oversight – conducts examinations of trading facility compliance programs, monitors daily trading activity and large trader positions, and develops, implements, and interprets regulations designed to protect the marketplace and its participants.

Division of Enforcement – investigates and prosecutes alleged violations of the Commodity Exchange Act and Commission regulations, including violations that threaten market integrity, such as, manipulation or attempted manipulation, trading ahead of or against customer orders, wash sales, pre-arranged trading, and trade misallocation.

Office of Chief Economist – conducts research on major policy issues facing the Commission, conducts special studies and evaluations, assesses the economic impact of regulatory changes on the futures markets (and other sectors of the economy), and participates in training staff on matters related to futures and options.

2. BACKGROUND

2.1 Mission of the Commodity Futures Trading

Congress formed the CFTC as an independent regulatory agency to protect market users and the public from fraud, manipulation, and abusive practices in connection with the offer and sale of commodity futures and option contracts and to foster open, competitive, and financially sound commodity futures and option markets. In recent years, futures and options trading has expanded rapidly into many new markets beyond the traditional domains of physical and agricultural commodities. Trading facilities now offer futures and option contracts on a vast array of instruments, including single stock, environmental, performance measures, foreign currencies, U.S. and foreign government securities, and U.S. and foreign stock indices. Along

with these changes, traders increasingly utilize electronic trading platforms rather than traditional open outcry trading facility floor pits or rings ("pit trading").

Over a billion futures and option contracts have been traded on domestic trading facilities in recent years. Electronic trading is responsible for a major percentage of the overall market volume and that percentage continues to increase dramatically. In addition, trading facilities filed a significant number of new product applications and certifications, many quite innovative, covering a broad range of commodity types. The proliferation of electronic trading and new products has caused trading facilities to collect and use more data in the trading and trade clearing processes.

Due to this rapid expansion and innovation, the CFTC's is currently modernizing its legacy trade analysis platform, (which includes data files, legacy applications, canned reports, etc.), with new database technologies and commercial software products in order to keep pace with the ever-changing industry in an adaptive and responsive manner.

2.2 The Trade Surveillance System

In November 2006 the CFTC embarked on a modernization effort to ensure all users unqualified, confidential and immediate access to trade data and a system that provides responsive and flexible trade practice and regulatory analysis. As part of this effort the Office of Information Technology Services (OITS) and the Division of Market Oversight (DMO), the majority business stakeholder of TSS, developed and executed a multi-year TSS Acquisition Plan that culminated in the implementation of the CFTC's baseline trade practice surveillance platform which includes the following:

- Modernizing the computer environment used to process trade level data.
- Establishing new data standards for receiving trade level data from exchanges.
- Modifying current contract task orders to address new system requirements.
- Awarding a contract for a software vendor to deliver a trade practice surveillance solution. (This contract was awarded to Actimize in 2008).
- Developing an initial trade practice violation detection model. (A wash trade model is being delivered under the Actimize contract).
- Developing a detection and research tool to perform in-depth analysis of transactional and reference data for trade practice violations (and market reconstruction).
- Establishing new business processes, user roles, and work flows.

TSS is maintained and operated by CFTC and its General Systems Development, Operation and Maintenance contractor (GSDOM), presently Northrop Grumman. The day-to-day operation and maintenance of the overall system is not included in the scope of work for this contract. This contract shall provide specialized technical support in developing and using the Actimize software tools used for trade practice violation detection and market data research.

2.3 VISION

This contract will supplement and support the CFTC's current TSS development and implementation effort. The contractor will work directly with business users, CFTC technical staff, and CFTC contractors to develop business requirements documents, technical specifications, project plans, testing plans, and other project artifacts used to support the CFTC's Trade Practice Surveillance Program.

The contractor also will be responsible for developing, implementing and testing specific trade practice violation detection scenarios (*i.e.*, models) based on the trade level data received on a daily basis from the exchanges. In addition to trade practice violation detection scenarios, the contractor will be responsible for developing, implementing, and testing models in other CFTC business areas such as market surveillance, economic research and analysis, and enforcement actions. These additional models will require the contractor to assist in data integration services that will incorporate various enterprise-wide data sources such as large trader end day positions, daily market activity, indices, daily order information, trader and broker account information, and third party data sources.

The contractor will be responsible for supporting business users in defining business requirements for the management of alerts and cases that are generated by the models. This includes the ability to conduct further analysis and investigation of the alerts which may require sophisticated queries and database views into the data that generated the alerts (*i.e.*, suspicious trading activity between traders, brokers, and individual accounts). The contractor will also be responsible for working with CFTC management to develop work activity detail and summary reports.

3. SCOPE OF WORK

The scope of work includes all things necessary to achieve the objectives described in this section. As appropriate to the proposed work, the scope includes but is not limited to: designing, building, integrating, testing, deploying, operating, validating, supporting, maintaining, and enhancing a robust TSS.

3.1 Trade Practice Model Definition

The contractor shall be responsible for working with business users and the GSDOM business analyst, to define and document trade practice activities that are unique to the commodity futures industry. This will require extensive knowledge and experience in regulatory compliance and trading practices in commodity futures markets.

An example of a trade practice model might be trading against a customer's order which is a practice of taking the opposite side of a customer's order into the handling broker's own account or into an account in which he has an interest, without bona fide execution in accordance with the rules of a contract market.

The contractor shall also be responsible for defining possible variations of trade practice models such as allocating fills, inter-market activity, etc.

For each of the trade practice models defined, the contractor shall also provide the essential information to describe the model objectives, logic, and business requirements.

3.2 Business Requirements Definition

The business requirement definition shall be developed by the contractor in coordination with the business users and the GSDOM business analyst shall be based on a trade practice model selected by the CFTC to be implemented. This definition shall include all the criteria needed to develop a particular trade practice model and also process requirements to support workflow development for the handling and disposition of alerts. In addition, this definition shall include the source data for each model, business contact information, and expected alerts.

3.3 Technical Specifications Definition

The technical specification definition shall be developed by the contractor in coordination with the TSS technical team and contractors and shall be based on the business requirements definition. The technical specification definition shall include all the technical details needed to develop the actual model specification document.

3.4 Model Specification Development

The Contractor shall develop the model specification. The model specification development is a combination of several efforts needed to deliver a detailed and comprehensive design deliverable used as the center piece for model coding and implementation. In many cases it will contain the technical design specifications for the model and also information such as model identification, scope, data requirements, scenario cases, model description, etc. The detailed sections of the model specification are listed in Section 4, Tasks and Deliverables.

3.5 Data Analysis and Research Tool Support

The Detection and Research Tool (DART) is a part of the CFTC's current TSS platform and is included with the Actimize Case Manager (ACM) Version 3.3. The Contractor shall develop and implement enhanced DART capabilities. DART is a key component of the in-depth data analysis required to further investigate potential trade practice violation scenarios.

3.5.1 DART Requirements Definition

As part of the DART solution, the contractor shall provide consulting services in order to assist the business users and the GSDOM business analyst in defining how DART will be used to conduct further in-depth analysis of potential trade practice violation scenarios. These services will examine the feasibility of using DART for specific Alert types, and if applicable, develop the research strategy that best takes advantage of DART capabilities.

3.5.2 DART Data Analysis

As part of the DART solution, the contractor shall work with business users, the GSDOM business analyst, and technical staff to conduct data analysis in defining how DART will be used to conduct further in-depth research of potential trade practice violation scenarios.

3.5.2.1 DART Data Source / Data Mart Configuration

As part of the DART Data Analysis, the contractor shall work with technical staff to determine if additional databases (data marts) will be created to support specialized data requirements based on in-depth and complex analysis requirements. In addition to data source and data mart configuration, the contractor shall work with technical staff to develop and incorporate the data views necessary to support DART queries.

3.5.2.2 DART Query Development

As part of the DART Data Analysis, the contractor shall work with business users, the GSDOM business analyst, and technical staff to develop the specific queries needed to configure and implement further DART enabled in-depth analysis of potential trade practice violation scenarios.

3.6 Model Implementation Project Plan

The contractor shall develop a detailed project plan for implementing trade practice models. The detailed sections of the project plan are listed in Section 4, Tasks and Deliverables.

3.7 Model Coding and Implementation

CFTC's Trade Surveillance System uses the Actimize Intelligence Server (AIS) Version 4.1. As part of AIS 4.1, the CFTC uses the Actimize Visual Modeler to develop models. The contractor shall develop models using the AIS 4.1 software.

3.8 User Acceptance Testing

The contractor shall develop and execute User Acceptance Testing (UAT) of models, alerts, ACM, and DART. Each individual trade practice model shall require a detailed UAT plan to be executed before the model can go into production for use in CFTC daily business activities.

3.9 Additional Support Services

The contractor may also be required to provide consulting services in terms of expertise, experience, and operational support in order to facilitate uninterrupted and fail-proof system availability during day-to-day operations of the Actimize platform. More specifically, the contractor may be required to provide operational support for AIS during the daily T+1

processing of exchange data in order to ensure that alerts are available to the business users within the expected timeframes.

3.10.1 Technical Support

The Contractor may be required to provide Technical Support, including:

- Job & task scheduling (monitoring the process and performing any manual tasks).
- Automated data validation.
- Issue tracking and resolution management.
- Archiving.
- Configuration Management.

3.10.2 Business Support

The Contractor may be required to provide Business Support Services, including:

- Fielding user questions and serving as the first responder to potential issues.
- Case Manager administrative support.
- Business logic changes / Change Control Management.
- Model Threshold and Score changes.
- Model List management (e.g. exception lists).
- Adhoc reports, custom reports, management reports, statistical and user information reports as well as automated reports.
- Training

3.10.3 Post Production Support

The Contractor may be required to provide Post Production Support, including:

- Periodical tuning analysis of thresholds related to production models.
- Periodical alert false-positive analysis.
- Score tuning.

3.10.4 Operations Support:

The Contractor may be required to provide Operations support, including:

- Monitor jobs for performance and perform maintenance as required.
- React to system failures, and work with CFTC staff and contractors to resolve such failures.

4. TASKS AND DELIVERABLES

Work under this contract shall be performed pursuant to task orders issued by the CFTC Contracting Officer. Each order will specify the work to be performed and required deliverables. Orders are expected to include but are not limited to the following tasks and deliverables:

4.1 Trade Practice Model List

The contractor shall deliver and update a document that serves as the list of trade practice models to be implemented on the TSS platform. The purpose of this list is to form the basis for an ongoing change control process needed to manage and plan for the development and implementation of multiple models. As part of this list (and for every trade practice model added to the list), the contractor shall provide a high level description, executive summary, and a trading surveillance strategy statement detailing objectives and requirements. A high level description of future models currently contemplated by CFTC is provided in Attachment D to the RFP.

4.2 Business Requirements Documents

The Contractor shall deliver business requirements documents based on requirements gathering conducted by the contractor and business users. These documents shall include all the criteria needed to develop a particular trade practice model selected from the trade practice list. They shall also include process requirements to support workflow development for the handling and disposition of alerts. In addition, these documents shall include the source data for each model, business contact information, and expected alerts. The contractor shall deliver two documents per model: (5.2.1) The High Level Business Requirements Document (HBRD) and (5.2.2) The Detailed Business Requirements Document (BRD).

4.3 Technical Specifications Document

The Contractor shall develop technical specifications documents in coordination with CFTC technical staff and support contractors. These documents shall contain a detailed listing of all objects used to code each model. They shall also include a description of each object, its purpose, a description of the flow of the main events in the model and the execution plan. These documents shall include a description of how the model should be moved between operational environments. These documents shall outline the tables, data feeds, mathematical formulas, translation of field structures, mappings, and detailed logical algorithms. These documents will serve as the hand off between the data/ business team and the development team. These documents may be incorporated into the Model Specification Documents if applicable.

4.4 Model Specification Document

The Contractor shall provide model specification documents that contain all the information needed to code the trade practice model and also to manage and route alerts to the end users. The technical specifications document may or may not be included as part of this document as

directed by the COTR. At a minimum, the Contractor shall include the following information in the model specification document:

- Model Identification – A unique code or naming convention to identify the model.
- Model Summary – A brief paragraph describing what the model is.
- Scope – A section where the audience, product type, account type, Exchanges, alert types, frequency, and other model implementation characteristics are described.
- Data Requirements – A list of the data elements needed for the model.
- Model Overview - A brief paragraph describing how the model works.
- Scenario Cases – A description of the executions for the model to detect and score potential violations. This can be using either the Look Back Analysis or Full Day Analysis technique.
- Model Description – This section describes the model in detail and contains the following subsections:
 - Level of Alert
 - Detection Scenario Definition
 - Detection Scenario Logic Flow
 - Filters
 - Specific Calculation and Formulas
- User Defined Lists – This section contains the lists to be used during model execution. For instance, Firm exclusion lists identify firms that will not generate alerts.
- Thresholds and Parameters – This section describes the different threshold and parameter setting used to change and control behavior of the model.
- Scoring – This section is used to list the scoring parameters and the different scoring values used to rate alerts as potential violations.
- Model Output – A description of the various outputs of the model.
- Alerts Display – A description of the display used to show the Alerts assigned to the business analyst.

4.5 Detection and Research Tool (DART)

The contractor shall be responsible for delivering all the documentation, files, code, and other project artifacts necessary to implement the DART solution. These deliverables shall include

DART Requirements Definition, DART Data Analysis, DART Data Source and DATA Mart Configuration (including database views), and DART Queries.

4.6 Model Implementation Project Plan

The contractor shall be responsible for developing a detailed project plan for each model using Microsoft Project that will show the tasks to be performed and the time line for project completion. The detail of the tasks may vary from model to model; however, the following items should be included at a minimum:

4.6.1 Model Coding and Implementation

A fully coded model using the AIS 4.1 platform that addresses all identified trade practice model requirements as detailed in the Model Specification document. In addition, alert display using XSL/XML will be used to match requirements in accordance with the requirements document. Models will be moved into the testing environment and accepted by the business users.

4.6.2 User Acceptance Testing

The contractor will be responsible for developing and implementing User Acceptance Testing plans in order to fully test additional models before they are released into the CFTC production environment.

5. PERFORMANCE-BASED SERVICE CONTRACTING

Performance-based service contracting (PBSC) emphasizes that all aspects of an acquisition be structured around the purpose of the work to be performed as opposed to the manner in which the work is to be performed or broad, imprecise statements of work which preclude an objective assessment of contractor performance. It is designed to ensure that contractors are given freedom to determine how to meet the Government's performance objectives. Incentives are used to motivate the Contractor to consistently achieve appropriate performance quality levels. CFTC has developed the performance metrics specified in Attachment A to the RFP. Additional metrics may be added to specific task orders as deemed appropriate by the Contracting Officer.

6. PLACE OF PERFORMANCE

The effort required for task orders issued under this contract shall be performed at the Contractor's facility and on-site at CFTC's headquarters in Washington, DC and CFTC regional offices in New York, NY, Chicago, IL and Kansas City, MO , as appropriate for the tasks to be performed.

7 GOVERNMENT FURNISHED PROPERTY

For work performed on-site, CFTC will provide workstations that include access to telephone and office equipment such as copy and fax machines. The Contractor staff shall comply with the

Commission's Information Technology Rules of Behavior and certify in writing their commitment to do so. No other Government furnished property will be furnished under this contract unless specifically identified in individual task orders. The Contractor shall provide any items not furnished by CFTC.

8. TRAVEL

Contractor employees may be required to travel under this contract. All travel must be authorized in writing by the Contracting Officer prior to the scheduled travel date. Reimbursement of travel costs will be in accordance with the Federal Travel Regulation contained at 41 Code of Federal Regulations (CFR), Chapters 300 – 304.

9. REPORTING REQUIREMENTS

The Contractor shall provide written progress/financial status reports with its monthly invoice. These reports shall be for the period reflected in the invoice and must include the following information for each open task order:

- a) Report of all action items (both government and contractor), in a form and substance agreeable to the Contracting Officer and COTR;
- b) Work completed during the reporting period;
- c) Issues identified and plan for addressing them;
- d) Labor hours expended by labor category (current month and cumulative);
- e) Amount of funds expended (current month and cumulative);
- f) Amount of funds remaining under the task order; and for time and material task orders
- g) Total cost estimate through completion of the task order period of performance.

Monthly reports shall be sent to the COTR and the Contracting Officer.

10. LABOR RATES

For work performed under task orders issued pursuant to this contract, the Contractor shall be paid at the following fixed hourly rates for the identified labor categories. These rates include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be paid on pro-rated basis.

Additional labor categories may be added during the contract term as necessary for successful performance within the scope of this contract for work not specifically defined herein. Rates for additional categories will be negotiated with the contractor and incorporated into the contract by written modification signed by both parties.

Government Site Rates					
Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
TBD	\$	\$	\$	\$	\$
TBD	\$	\$	\$	\$	\$
TBD	\$	\$	\$	\$	\$
TBD	\$	\$	\$	\$	\$
TBD	\$	\$	\$	\$	\$
TBD	\$	\$	\$	\$	\$

Contractor Site Rates					
Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
TBD	\$	\$	\$	\$	\$
TBD	\$	\$	\$	\$	\$
TBD	\$	\$	\$	\$	\$
TBD	\$	\$	\$	\$	\$
TBD	\$	\$	\$	\$	\$
TBD	\$	\$	\$	\$	\$

11. TYPE OF CONTRACT

This is an indefinite delivery, indefinite quantity contract. CFTC will place orders for services as required by the Government, subject to the minimum and maximum amounts specified elsewhere in this contract. Task orders may be issued on either a time and materials or firm fixed price basis at the discretion of the Government.

12. TERM OF CONTRACT

The term (base period) of this contract shall be twelve (12) months from the contract effective date.

13. OPTION TO EXTEND THE TERM OF THE CONTRACT

Pursuant to FAR 52.217-9, Option to Extend the Term of the Contract, CFTC shall have the unilateral right to extend the term of this contract for twelve (12) additional months by written notice to the contractor during the term of the contract, provided that CFTC gives the contractor a preliminary written notice of intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit CFTC to an extension. CFTC may exercise this option more than once, provided that the total duration of this contract, including option periods, shall not exceed sixty (60) months. The following schedule describes the base and option periods of the contract:

<u>Contract Period</u>	<u>Period of Performance</u>
Base Period	12 months following contract effective date
Option Year 1	12 months following expiration of base period
Option Year 2	12 months following expiration of Option Year 1
Option Year 3	12 months following expiration of Option Year 2
Option Year 4	12 months following expiration of Option Year 3

14. ORDERING PROCEDURE

(a) General Order Requirements - The Contractor shall furnish all necessary services and project management activities, materials, supplies, equipment, and facilities (except for government furnished property specified in this contract and its task orders), and otherwise do all things necessary for, and incident to, performance of the statement of work of each order, within the terms specified and at the prices stated in the order.

(b) Order Management Requirements - Delivery of services under this contract shall be implemented only if directed by a task order issued by the CFTC Contracting Officer. In accordance with FAR 52.216.18, "Ordering", orders under this contract may be issued from the effective date of this contract through the final expiration date (including exercised option periods).

(c) Fair Opportunity Process - In the event that there are multiple contract awards pursuant to Solicitation Number CFIT-09-SO-0080, each contractor will have a fair opportunity to be considered for award of any task order with a dollar value in excess of \$3,000 unless one of the following exceptions at FAR Part 16.505(b)(2) applies:

1. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
2. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
3. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
4. It is necessary to place an order to satisfy a minimum guarantee.

(d) Task Order Request for Quotation - Orders may be either firm fixed price or time and materials, as determined by the Government. Each order shall be preceded by a Request for Quotation (RFQ) from the Contracting Officer that will, at a minimum, include a statement of work describing the task and a description of deliverables. Responses to the RFQ must be submitted in writing and received by the Contracting Officer within ten (10) business days unless a longer period is specified in writing by the Contracting Officer. Responses shall include a project schedule, proposed technical approach, identification of proposed personnel (including resumes if requested), labor hours and rates for each labor category, travel and other direct costs, and, as required by the RFQ, either a proposed firm fixed price or a proposed ceiling price for the order. Proposed labor rates shall be in accordance with the rates specified in this contract. All travel costs shall be in accordance with the Federal Travel Regulation, and the Government may

allow travel, as well as other direct costs, to be billed on a cost reimbursement basis for both firm fixed price and time-and-materials orders. Travel costs and other direct costs must be authorized in writing by the Contracting Officer to be eligible for reimbursement. The Government shall not reimburse the Contractor for preparation and submission of task order quotations.

(e) Evaluation of Multiple Task Order Quotations – When multiple quotations are requested pursuant to the fair opportunity process described in paragraph (c) above, selection for award of task orders will result from a best value determination based on evaluation factors listed in the RFQ including past performance, technical approach, cost/price, and any unique factors designated for each task order. With regard to past performance, the Contractor’s record of past performance on previous task orders as well as any other past performance information available to the Contracting Officer will be considered.

(f) Task Order Issuance - Task orders will be issued in writing and may be sent to the Contractor via e-mail, regular mail or facsimile. At a minimum, each task order will include the following information:

- Effective date of the Order
- Task Order Number
- Contract Number
- The COTR name
- Period of Performance
- Statement of Work
- Performance Requirements Summary
- Task Order pricing arrangement / accounting and appropriation data.

(g) Task Order Ombudsman - In accordance with FAR 16.505(a)(9), the Task Order Ombudsman is the Deputy Director, Procurement Operations and Policy, of the Office of Financial Management. The Ombudsman will review complaints from Contractors and assure they are afforded a fair opportunity to be considered for each task order consistent with the procedures in this contract.

15. MINIMUM AND MAXIMUM ORDERS

Pursuant to FAR 52.216-19, Order Limitations, the following minimum and maximum order amounts shall apply to this contract:

(a) During the contract period of performance, including any options exercised, the Government will place orders with the contractor (or each contractor receiving a contract award pursuant to Solicitation Number CFIT-09-SO-0080) totaling a minimum of \$10,000.

(b) The maximum value of all orders placed under this contract, including the base and option periods, shall not exceed \$10 million.

(c) The contractor shall not be required to honor any single order with a value of less than \$1,000.

(d) The Contractor shall not be required to honor any task order or combination of task orders that require delivery of supplies or services in excess of \$3 million during the 12 month contract term or during any single 12-month option period.

(e) Notwithstanding paragraphs (c) and (d) of this clause, the contractor shall honor any order less than or exceeding order limitations, unless that order is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to provide services called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(f) The Government's obligation by award of this contract is limited to the amount shown on page 1, Block 26 of Standard Form 1449. That amount is the minimum referred to in paragraph (a) of this clause. Additional funding may be provided by award of task orders in which case the additional funding and appropriation and accounting data will be specified in each task order.

16. ORDERING OFFICE

Orders under this contract shall be issued by a CFTC Contracting Officer. The ordering office is as follows:

Commodity Futures Trading Commission
Office of Financial Management
1155 21st Street, NW
Washington, DC 20581

17. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The Contracting Officer's Technical Representative (COTR) shall be designated in each task order.

18. TECHNICAL DIRECTION AND SURVEILLANCE

(a) Performance of work under this contract shall be subject to the surveillance and written technical direction of the COTR. The term "technical direction" is defined to include:

(1) Directions to the Contractor that provide clarification of the requirements described in the statement of work for each task order.

(2) Inspection and acceptance of deliverables completed by the Contractor under this contract and its task orders.

(b) The COTR does not have authority to, and may not, issue any technical direction which:

(1) Assigns additional work outside the scope of work of this contract and/or each task order;

(2) In any manner causes an increase or decrease in the order price or the time required for performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract or its task orders; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract or its task orders.

(c) All technical direction shall be issued in writing by the COTR. The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed in this clause and within his/her authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COTR would increase or decrease the cost of a task order or result in work outside the scope of the contract or task order, the Contractor shall not proceed but shall immediately notify the Contracting Officer in writing. It is anticipated that within 30 days of receiving the notification from the Contractor, the Contracting Officer will either issue an appropriate contract modification or advise the Contractor in writing that:

(1) The technical direction is rescinded in its entirety; or

(2) The technical direction is within the scope of the contract and/or task order, and that the Contractor should continue with the performance of the technical direction.

(d) A failure of the Contractor and Contracting Officer to agree that the technical direction is within scope of the contract or task order, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of FAR 52.233-1, Disputes.

(e) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR whom the Contracting Officer shall appoint shall be at the Contractor's risk.

19. PAYMENT TO CONTRACTOR

For purposes of the Prompt Payment Act, P.L. 97-177, payments under this contract will be due on the 30th calendar day after the later of: (1) the date of actual receipt of a proper invoice in the office designated to receive, or (2) the date the supplies or services are accepted by the Government. For purposes of determining the due date for payment and for no other purpose, acceptance will be deemed to occur on the seventh calendar day after the delivery of the supplies or services in accordance with the terms of the contract and its task orders.

An invoice shall be prepared and submitted to the designated billing office once a month as specified herein. A proper invoice must include the information listed in items 1-8 below. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within seven days after receipt of the invoice in the billing office.

1. Name and address of the Contractor.
2. Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
3. CFTC contract and task order number.
4. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
5. Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
6. Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
7. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
8. Taxpayer Identification Number (TIN).

Payment will be in accordance with the clause at FAR 52.232-33 "Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003)". Additionally, FAR 52.232-1, "Payments (Apr 1984)" shall apply to fixed price task orders, and FAR 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts (Feb 2007)," shall apply to time and materials task orders. Invoices must be submitted by mail or e-mail to the following billing office:

U.S. DOT - Mike Monroney Aeronautical Center
Financial Operations Division
CFTC Accounts Payable Branch
AMZ-150
PO Box 25710
Oklahoma City, OK 73125
E-Mail: 9-AMC-AMZ-CFTC@faa.gov

In accordance with Attachment A, "Performance Requirements Summary (PRS)", CFTC will retain 10% of the invoiced amounts pending final payment for each task order. The purpose of the retainage is to withhold the maximum possible deduction for performance deficiencies as described in the PRS. Final payment for each task order will include the remaining amount owed to the Contractor for the task order including the retained amounts less any deduction for performance deficiencies as calculated in accordance with the PRS.

20. KEY PERSONNEL

All Contractor employees assigned to perform work under this contract shall be considered key personnel. The only key personnel authorized to perform work under this contract are listed below. Any replacement of key personnel must be supported by a resume, submitted to the Contracting Officer, prior to the date the individual starts work under the contract. Any replacement shall be provided at an hourly rate that does not exceed the hourly rate of the person replaced. The resume must demonstrate that the replacement is qualified to perform the work for which he or she is proposed and has experience and skills at least comparable to the replaced key person. Any replacement must have the written consent of the Contracting Officer prior to

commencing work under this contract. In the event a replacement candidate is disapproved, the Contractor shall take immediate action to locate and propose another candidate.

The Contractor shall also replace any or all of its key personnel, if directed by the Contracting Officer. In those cases, the replacement procedures established by this clause shall be followed.

The following key personnel are authorized to perform work under this task order. Any changes in key personnel will be reflected in a modification to this contract.

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

21. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

(a) As used in this clause, “confidential information” means information obtained during performance of the contract that is private in nature, and which is not meant for public disclosure. Examples of “confidential information” include, but are not limited to, sensitive or proprietary business, technical, financial or personal information belonging to the Government, other companies or individuals, including but not limited to software and related documentation to which the Contractor may be provided access during performance of the contract.

(b) Pursuant to the Commodity Exchange Act, as amended (7 U.S.C. § 1, et. seq.), other laws, and the terms and conditions of this contract, the Contractor agrees to use confidential information only for the purposes of performing work under this contract, and to otherwise hold such information confidential. The Contractor shall not directly or indirectly use or allow the use of confidential information for any purpose other than that directly associated with officially assigned duties, and shall not, either by direct action or by counsel, discussion, recommendation, or suggestion to any third party, reveal the nature or content of any confidential information.

(c) The Contractor shall obtain from each employee permitted access a written agreement, in a form satisfactory to the Contracting Officer, that he/she will not disclose any such confidential information to any third party except those persons within the Contractor’s organization or the Government directly concerned with the performance of the contract. The completed form shall

be furnished to the Contracting Officer prior to each employee beginning work under this contract.

(d) If disclosure of confidential information to a third party is determined to be necessary by the Commission, the Contractor shall first obtain written authorization from the Contracting Officer prior to disclosing the confidential information. The Contractor shall continue to comply with this clause after expiration of this contract.

22. PERSONNEL SECURITY

A. Personnel suitability/security checks are required only for Contractor staff who will need access to CFTC-controlled information systems, or will need access to CFTC premises and will be unescorted while on CFTC's premises.

B. Contractor staff who are expected to be employed on this contract for six months or less and who will require access to CFTC-controlled information systems and/or unescorted access to CFTC facilities shall be subject to a Special Agreement Check (hereinafter referred to as a "SAC" or "Check"). To initiate this Check, the Contractor shall ensure that such staff complete an OFI Form 86C (Special Agreement Check), an Authorization for Release of Information, and a release authorizing CFTC to obtain a credit report. This Check must be favorably adjudicated for the staff to obtain employment in this capacity.

C. Contractor staff who are expected to be employed on this contract for greater than six months and who will require access to CFTC-controlled information systems and/or unescorted access to CFTC facilities will be required, at a minimum, to undergo a SAC and a National Agency Check and Inquiries (NACI). The SAC must be favorably adjudicated for the staff to obtain employment in this capacity. The NACI must be favorably adjudicated post-employment for the staff to continue employment in this capacity. Depending upon the duties assigned, CFTC may require a higher level investigation, such as a Minimum Background Investigation (MBI), a Limited Background Investigation (LBI), a Background Investigation (BI), or a Single Scope Background Investigation (SSBI). (NACI and higher level investigations are hereinafter referred to as "Investigations.") Any higher level Investigations must be favorably adjudicated for the staff to continue employment in this capacity.

D. The Check and Investigations cited in paragraphs B and C above will not be required if: (1) Contractor staff possess a valid current Federal identity credential that is verified by the individual's former department or agency to the satisfaction of the CFTC; and (2) the individual has undergone the required Check and/or Investigations at another agency and has been favorably adjudicated. If the completed NACI occurred 15 or more years ago, the CFTC has the discretion to determine whether a new Investigation is needed and whether a higher level investigation is warranted. The Contractor shall comply with this determination and shall ensure that contractor staff complete and submit the necessary documents within the time frame established by the CFTC or risk its staff being rendered ineligible to perform under the contract with the CFTC.

E.1. In the event Contractor staff referred to in paragraph D above meet the requirements of that paragraph, Contractor shall provide to the COTR the candidates' name, social security number, date of birth, and city and state of birth for verification purposes.

E.2. If Contractor staff do not have current clearances or a favorably-adjudicated Check and Investigation prior to working at CFTC or gaining access to federally-controlled information systems, Contractor shall ensure that the required background investigation forms, as defined by a CFTC Personnel Security Representative, are submitted to the CFTC Personnel Security Representative as follows. Forms required under paragraph B above shall be submitted to the CFTC Personnel Security Representative not later than five days after the effective date of this contract. Forms required under paragraph C and D above shall be submitted not later than five days after they are identified by CFTC.

F. Contractor staff described in paragraph B above who remain on site at CFTC for greater than six months shall be subject to the requirements of paragraph C above.

G. All investigation forms are available on the Internet at <http://www.opm.gov/Forms/html/sf.asp> or from the CFTC Personnel Security Representative at the following address:

CFTC Personnel Security Representative
Office of Human Resources, Room 4044
Commodity Futures Trading Commission
1155 21st Street, N.W.
Washington, D.C. 20581

H. Completed investigation forms shall be submitted to the CFTC Personnel Security Representative at the address cited above. The Personnel Security Representative will arrange for fingerprinting of candidates and submit completed applications and fingerprints to the Office of Personnel Management (OPM) for investigation.

I. For Contractor staff as described in paragraph C above, the SAC will serve as a pre-screening measure and will meet interim clearance needs. The subject Contractor staff may be allowed to commence work with a favorable finding on the SAC. Continuation of work for CFTC depends upon favorable adjudication by the CFTC Personnel Security Director of the NACI. If required by the contractor staff's work, the agency may require an investigation higher than a NACI after the contractor staff is on board. Any subsequent Investigation must be favorably adjudicated by the CFTC Personnel Security Director in order for the contractor staff to continue to work at CFTC.

J. The Contractor shall ensure that its staff maintains valid clearances as necessary while performing work for CFTC under this contract. However, should clearances from another agency expire during the period of performance under the contract, the Contractor shall immediately notify the COTR. The Personnel Security Representative will determine if the Contractor needs to renew its staff's clearance. If so, CFTC may initiate the necessary Checks and Investigations.

K. In addition to the security requirements cited above, prior to fingerprinting and upon commencement of work at the Commission, all staff described in paragraphs B and C above must show the Personal Security Representative two forms of original identification. One such identification must be a valid state or federal government issued picture identification; the second must be from the list of acceptable documentation contained in Form I-9 (Revision 05/31/05). Identification verification is required before CFTC will issue a personal identification verification card to the Contractor staff.

23. GOVERNMENT RIGHTS IN DATA

The Government shall have unrestricted rights in all documentation and other data developed by the Contractor under this contract, as described in FAR Clause 52.227-14, Rights in Data-General (June 1987).

24. USE OF GOVERNMENT PROPERTY

Government property [see FAR 45.101(a)] shall be used only for performing work under this contract, unless otherwise approved in writing by the Contracting Officer. The Contractor shall be responsible and accountable for all Government property provided under the contract.

The Contractor shall be liable for shortages, loss, damages, or destruction of Government property in its possession or control. The Contractor shall investigate and report to the Contracting Officer or the COTR all cases of loss, damage, or destruction of Government property in its possession or control as soon as the facts become known or when requested by the Contracting Officer or the COTR.

25. LIABILITY

This clause addresses liability arising beyond that which is specific to Government property. Liability for shortages, loss, damages or destruction of Government property is addressed in the “Use of Government Property” clause of this contract.

The Contractor shall be responsible for all liabilities which result from willful misconduct, gross negligence, or lack of good faith on the part of any of its officers and employees. Such liability is not restricted by any dollar limitations.

26. SUBCONTRACTS

No labor performed under this contract may be subcontracted without the prior written consent of the Contracting Officer. Such consent shall require submission of the proposed subcontract along with any additional information requested by the Contracting Officer prior to execution of the subcontract.

27. FEDERAL ACQUISITION REGULATION CLAUSES – BY REFERENCE

The following Federal Acquisition Regulation (FAR) clauses are incorporated into this contract by reference. A full text of these clauses may be found at the following website:

<http://www.arnet.gov/far/>

- 52.212-4 Contract Terms and Conditions – Commercial Items (Oct 2008)
- 52.216.18 Ordering (Oct 1995) (See also the Ordering Procedures clause of this contract)
- 52.216-22 Indefinite Quantity (Oct 1995)
- 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)
- 52.227-14 Rights in Data – General (Dec 2007)
- 52.232-1 Payments (Apr 1984)
- 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (Feb 2007)
- 52.232-18 Availability of Funds (Apr 1984)
- 52.246-4 Inspection of Services—Fixed-Price (Aug 1996)
- 52.246-6 Inspection—Time-and-Material and Labor-Hour (May 2001)

28. FEDERAL ACQUISITION REGULATION CLAUSES - FULL TEXT

The following FAR clause is included in full text:

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (2) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- (2) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).
- (3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (4) [Reserved]
- (5)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-6](#).
- (iii) Alternate II (Mar 2004) of [52.219-6](#).
- (6)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (8)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___ (9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (10) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of [52.219-23](#).
- ___ (12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- ___ (15) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- ___ (ii) Alternate I (Aug 2007) of [52.222-50](#).
- ___ (25)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).
- ___ (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (27)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- ___ (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).
- ___ (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).

- ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
 - ___ (30) [52.225-5](#), Trade Agreements (Nov 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
 - X** (31) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ___ (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
 - ___ (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
 - ___ (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
 - ___ (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
 - X** (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
 - ___ (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
 - ___ (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).
 - ___ (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
 - ___ (40)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
 - ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
- ___ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - ___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
 - ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
 - ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
 - ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - ___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - ___ (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to

the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to

appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(vii) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) ([22 U.S.C. 7104\(g\)](#)). Flow down required in accordance with paragraph (f) of FAR clause [52.222-50](#).

(viii) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(x) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

PART II - SOLICITATION PROVISIONS

29. GENERAL

(a) The Government is not liable for any costs incurred by an offeror in submitting a proposal in response to this RFP.

(b) Award of a contract is contingent upon the Offeror being registered in the Central Contractor Registration (CCR) database. Registration can be accomplished on line at <http://www.ccr.gov/>. A DUNS number is required for registration.

30. FEDERAL ACQUISITION REGULATION PROVISIONS – BY REFERENCE

The following FAR provisions are incorporated by reference. A full text of these provisions can be found at <http://www.arnet.gov/far/>

52.212-1 Instructions to Offerors – Commercial Items (Jun 2008)

52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition (Feb 2007)

31. SINGLE OR MULTIPLE AWARDS

The following FAR clause is included in full text:

FAR 52.216-27 Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

32. OFFEROR REPRESENTATIONS AND CERTIFICATIONS

The following FAR clause is included in full text:

FAR 52.212-3 Offeror Representations and Certifications – Commercial Items (Jun 2008)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(1) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR [52.219-25](#), *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and,

where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

_____ _____
_____ _____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent*.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

33. TIME, DATE AND PLACE PROPOSALS ARE DUE

Proposals are due no later than 4:30 PM local (Washington, DC) time on January 21, 2009, at the following location:

Commodity Futures Trading Commission
Office of Financial Management
Attention: Nick Graham
1155 21st Street, NW
Washington, DC 20581

(b) Proposals may be submitted by e-mail to: ngraham@cftc.gov, provided that an original signed proposal is received at the location shown above no later than three (3) business days after the proposal due date. Proposals may be hand-delivered, sent by special delivery service or regular mail. However, be advised that U.S. Postal Service deliveries are being significantly delayed due to security-related irradiation procedures. Offerors assume full responsibility for assuring that proposals are received in a timely manner. Facsimile submissions will not be accepted. Hand deliveries shall be made to CFTC Reception in the lobby.

To assure that your package arrives at the proper place on time and to prevent opening by unauthorized individuals, your proposal must be identified on the envelope or wrapper as follows:

Proposal submitted in response to RFP No. CFIT-09-SO-0080

Contracting Officer: Nicholas Graham

Due Date: 4:30 PM Washington, DC time on January 21, 2009.

34. PROPOSAL FORM AND CONTENT

(a) The overall proposal shall consist of three physically separate written volumes, individually entitled as stated below.

- (1) Volume I - General
- (2) Volume II - Technical
- (3) Volume III - Price

(b) Number of copies - Offerors shall submit one (1) original and four (4) copies of their proposal (unless the proposal is submitted by e-mail, in which case the e-mail submission shall be followed by one (1) original in accordance with the provision entitled "Time, Date and Place

Proposals are Due.”) E-mail submissions shall include a separate electronic file for each volume of the proposal.

(c) Alternate proposals are not solicited, are not desired, and shall not be evaluated.

(d) The written volumes of the proposal must conform to the following instructions.

(1) VOLUME I - GENERAL, shall include the following items:

(i) Completed Standard Form 1449 (Page 1 of the RFP) – complete blocks 12, 17, 23, 24 and 30 on Standard Form 1449.

(ii) Point of Contact - Provide the name, title, telephone number, fax number and e-mail address of the designated point of contact for the proposal.

(iii) Exceptions and Deviations - Provide a statement as to whether any exceptions or deviations are taken to this solicitation and, if so, provide a detailed description of the exceptions and/or deviations.

(iv) Acknowledgement of Amendments - Provide an acknowledgement of RFP amendments, if any. The acknowledgement must reference the amendment number(s).

(v) Offeror Representations and Certifications – Offerors must include a completed set of FAR 52.212-3, Offeror Representations and Certifications – Commercial Items (see Section 28 of the RFP).

(vi) Offer Validity Period – Specify the offer validity period. The offer shall be valid for 90 days unless a different period is specified in Volume I.

(2) VOLUME II - TECHNICAL, shall include only the following information (**do not include any cost information in this volume**):

(i) Key Personnel Staffing –

This section of the proposal shall consist of Subsections (A) and (B) as described below:

(A) Staffing Plan: Provide a staffing plan that identifies by name the individuals proposed for each Key Personnel Function shown in RFP Attachment B. Describe the role proposed for each individual, and indicate the number of labor hours proposed for each person per year of the contract (proposed labor hours must reflect the Government estimated level of effort in Attachment B of the RFP). Provide a cross walk between the Offeror’s labor categories and the RFP Key Personnel Functions shown in Attachment B. Describe the availability of each individual to perform the work, including current assignments and whether or not they are currently employed by the prime, teammate or subcontractor. Describe the depth of qualified personnel employed by the Offeror, teammate or subcontractor, who would be available to supplement or replace individuals proposed to work under this contract. This subsection shall be

limited to five (5) pages, using 12 point or larger font for text, with a maximum page size of 8.5” x 11”, except that Offerors may include one 11” x 17” fold-out for charts or other graphics. The fold-out does not increase the limitation on the total number of pages.

(B) Resumes: Provide a resume for each proposed individual that shows complete work and education history (including dates). Resumes must demonstrate the experience and qualifications necessary to successfully perform the work for the proposed position. Periods of unemployment shall be explained in the resume. Each resume shall also include three (3) references from other organizations (i.e., not the Offeror) that can discuss the individual’s experience and performance. Experience designing and implementing Actimize Intelligence Server (especially Actimize Visual Modeler) and Actimize Case Manager (especially DART) is highly desirable. If the proposed individual is not currently employed by the prime, a teammate or proposed subcontractor, provide a letter of commitment signed by the individual that clearly states his or her availability to work on this project in the event of award. Each resume shall be limited to (2) pages using 12 point or larger font for text, with a maximum page size of 8.5”x 11”.

(ii) Corporate Experience and Past Performance –

This section of the proposal shall consist of Subsections (A), (B) and (C) as described below:

(A) Corporate Experience: Describe your corporate experience that demonstrates the necessary background and qualifications to perform the scope of work for this RFP. Experience designing and implementing Actimize Intelligence Server (especially Actimize Visual Modeler) and Actimize Case Manager (especially DART) is considered highly desirable. This subsection shall be limited to five (5) pages, using 12 point or larger font for text, with a maximum page size of 8.5” x 11”, except that Offerors may include one 11” x 17” fold-out for charts or other graphics. The fold-out does not increase the limitation on the total number of pages.

(B) Past Performance: Provide references for past performance on up to five (5) specific projects similar in scope, magnitude and complexity to this project that are on-going or have been completed by your firm within the past three (3) years. The Offeror may also include past performance references for projects for teammate(s) and/or proposed subcontractor(s) who are each proposed to perform at least 20 % of the labor hours for the contract. Projects in which proposed key personnel participated will be considered more relevant than projects in which they did not participate.

The following information shall be provided for each past performance reference:

- Customer name and address.
- Customer points of contact (name, title, telephone number and fax number) for contractual matters (e.g. Contracting Officer) and technical performance (e.g. COTR).
- Contract number.

- Total dollar value of the contract. If performed as part of a team, provide the dollar value of your firm's contribution.
- Period of contract performance.
- Description of services provided, including the specific services provided by your firm.
- Describe participation by any individuals proposed as key personnel for the contract.

This subsection shall be limited to two (2) pages per project, using 12 point or larger font for text, with a maximum page size of 8.5" x 11"

Note to Offerors regarding "Past Performance" references: Offerors are cautioned that it is exclusively the offeror's responsibility to ensure that information provided is accurate and complete for all points of contact listed. Further, offerors are responsible for ensuring references will willingly participate in the Government's attempts to verify information provided in your proposal. The Government will not be responsible for the inability to contact an offeror's references due to inaccurate contact information or uncooperative references. Past performance information which can not be readily obtained from references may not be considered.

(C) The Offeror shall list all contract(s) and task orders terminated for default within the past five (5) years. Include the contract or task order number, and the name, address and telephone number of the terminating officer.

(3) VOLUME III - PRICE, shall include the following information:

(i) Contract Pricing - The Offeror shall provide a price proposal which includes fully burdened fixed hourly rates for both the Government Site and Contractor Site for all proposed labor categories. The total proposed cost shall be based on the Government estimate of the level of effort shown in Attachment B and C of the RFP. At a minimum, the Offeror shall provide a spreadsheet substantially the same as shown in Attachment C of the RFP that includes labor rates for each proposed labor category for both Government and Contractor Sites, the total estimated cost for each year of the contract, and the total estimated cost for the entire contract including option periods. **Note: The Government estimate of level of effort provided in this RFP is for evaluation purposes only and is not a maximum or minimum limitation on hours that will actually be required under the contract.**

35. ORAL PRESENTATION

At the sole discretion of CFTC, offerors may be invited to provide the Commission with an oral presentation. If oral presentations are held, they will be requested of all offerors found, on the basis of written proposals, to have a likelihood of successfully performing the work, and a

reasonable likelihood of receiving an award pursuant to this RFP. Oral presentations may be held at CFTC headquarters in Washington, DC or CFTC regional offices in Chicago, IL, New York, NY or Kansas City, MO, at the discretion of CFTC. CFTC will attempt to accommodate any preference among these locations expressed by the Offeror. If oral presentations are held, all key personnel will be invited to attend.

Offerors will be given one hour to elaborate on the technical factors in their proposal. During the presentation, each key person attending will be asked to describe his or her own experience and qualifications to perform work under the contract. After the presentation, CFTC will conduct an untimed open question session. In the event oral presentations are held, CFTC will attempt to arrange a specific time and date that is most convenient to all attendees.

CFTC reserves the right to require and conduct interviews with any proposed personnel not attending the oral presentations. Such interviews may be conducted by telephone or at CFTC headquarters or regional offices.

36. EVALUATION CRITERIA

(a) CFTC intends to make one or more awards pursuant to this solicitation to the Offeror or Offerors whose proposals, conforming to the RFP, represent the best value to the Government. The determination of whether or not to make more than one award shall be made at the sole discretion of the Government. In considering which offers represent the best value, CFTC will consider the following technical criteria, which are listed in descending order of importance:

- (1) Key Personnel Staffing
- (2) Corporate Experience and Past Performance

From the standpoint of the relative importance of price to the technical criteria, the technical criteria, when combined, are significantly more important than price. However, as the merit of technical factors in competing proposals approaches equality, price will become increasingly more significant as an evaluation factor.

The Government intends to evaluate proposals and award contracts without discussions with offerors. Therefore, proposals should contain the best terms from a technical and price standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be desirable.

(Note that any material included in the proposal on pages that exceed the page limitations of the RFP will be disregarded and not evaluated):

(b) The Government will evaluate each technical criterion as follows

(1) Key Personnel Staffing – The Offerors staffing plan and resumes will be evaluated on the degree to which they demonstrate the likelihood of successful performance of the work required by this contract.

Specifically, the staffing plan will be evaluated on the degree to which it demonstrates the Offerors ability to provide sufficient staff for the estimated labor hours set forth in Attachment B to this RFP, and the degree to which it demonstrates a depth of personnel who are available to replace or supplement the named individuals proposed for work under this contract.

Resumes will be evaluated based on the extent to which the experience and qualifications of the proposed individuals demonstrate the likelihood of successful performance of task orders under the contract. Experience designing and implementing Actimize Intelligence Server (especially Actimize Visual Modeler) and Actimize Case Manager (especially DART) will be considered highly desirable. The availability of the individuals to commit to the level of effort estimated by the Government in the RFP will also be considered. The evaluation will be based on information provided in the written proposal, information provided during the oral presentation and/or interviews if conducted, information provided in response to clarification questions, information obtained through past performance checks, information provided by discussions and/or proposal revisions, if any, and information gained from other sources.

(2) Corporate Experience and Past Performance - The Offeror's corporate experience and history of successfully performing projects similar in scope, magnitude and complexity to this project will be evaluated on the extent to which it demonstrates a likelihood of successful performance under the contract. Experience designing and implementing Actimize Intelligence Server (especially Actimize Visual Modeler) and Actimize Case Manager (especially DART) will be considered highly desirable. The Offerors history of implementing projects in which proposed key personnel participated will be considered more significant than projects in which proposed key personnel did not participate. The evaluation will be based on information provided in the written proposal, references if contacted, information provided during the oral presentation if conducted, information provided in response to any clarification questions, information provided by discussions and/or proposal revisions, if any, and any other information available to the Government. Note: the experience and qualifications of key personnel will be evaluated under Criterion 1, Key Personnel only.

(c) Price - The evaluated price will be the total proposed cost for all years of the contract based on the Government estimated level of effort provided in this RFP.

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ATTACHMENT A – PERFORMANCE REQUIREMENTS SUMMARY (PRS)

This Attachment sets forth general contract performance requirements. Additional performance requirements may be included with each task order.

1. THE PRS IS ORGANIZED IN ACCORDANCE WITH PARAGRAPHS 1.1 through 1.5 (see Exhibit A)

1.1 Column 1 - Selected Service Performance Area (SSPA). Lists the SSPA that the Government will surveil. The absence of any contract requirement from the PRS shall not detract from its enforceability or limit the rights or remedies of the Government under any other provisions of the contract.

1.2 Column 2 - Standard. Defines the standard of performance for each listed SSPA.

1.3 Column 3 - Performance Requirement. Sets forth the maximum allowable deviation from standard performance for that service that may occur before the Government will invoke the payment computation formula, resulting in a deduction for unsatisfactory performance or non-compliance with the contract or its task orders.

1.4 Column 4 - Method of Surveillance. Sets forth the surveillance methods the Government will use to evaluate the Contractor's performance for the listed tasks.

1.5 Column 5 - Performance/Calculation. Sets forth the performance evaluation area percentage weighting that the listed contract and task order requirement represents.

2. GOVERNMENT QUALITY ASSURANCE. Contractor performance will be surveyed to determine if it meets the contract and task order standards. A variety of surveillance methods may be used.

2.1 Customer Complaints. CFTC may use validated customer complaints as the basis for actions against the Contractor.

3. PERFORMANCE EVALUATION. Performance of a service will be evaluated to determine whether or not it meets the performance requirements of the contract and task orders. When the performance requirement (maximum allowable deviation from the standard) is exceeded, the Contracting Officer will issue a Contract Discrepancy Report (CDR) (Exhibit B) to the Contractor. Upon evaluation of the Contractor's response to a CDR, the Contracting Officer will make a determination whether or not a deduction is still appropriate. The Contractor shall respond to the CDR by completing the appropriate blocks of the form and returning it to the Contracting Officer within 15 calendar days of receipt. The Contractor shall proceed diligently with performance of the work, pending final resolution of any dispute. Any dispute will be handled in accordance with FAR 52.233-1, "Disputes."

4. CONTRACTOR PAYMENT.

5.1 CFTC will retain 10% of the invoiced amounts for each task order pending final payment for each task order. The purpose of the retainage is to withhold the maximum possible deduction for performance deficiencies as described in this PRS. Final payment for each task order will include the remaining amount owed to the Contractor for the task order including the retained amounts less any deduction for performance deficiencies as calculated in accordance with the PRS. The calculation of the amount to be deducted for performance deficiencies will be based on the actual total cost for time and materials task orders and the total firm fixed price for fixed price task orders.

6. EXAMPLES OF DETERMINATION OF DEDUCTION.

Example 1 - This example assumes a time and material task order with an estimated cost (task order ceiling or not-to-exceed price) of \$100,000. It also assumes that the total cost of work actually performed under the task order is \$95,000.

- a) Assume the total task order value is \$100,000.
- b) Assume the actual total cost of work performed is \$95,000.
- c) Assume the deduction assigned to SSPA-1 is 2.5% for each deviation from the performance requirement.
- d) Assume the Contractor has one deviation from the SSPA-1 performance requirement during the term of the task order.
- e) The total payment for this task order will be \$92,625, calculated as follows:

Total cost for work performed is \$95,000.00
Reduction for defective work is \$2,375 (2.5% x 95,000).
Amount the Contractor will receive is \$92,625 (\$95,000 - \$2,375 = \$92,625).

Example 2 - This example assumes a task order with a firm fixed price of \$100,000.

- a) Assume the total task order fixed price is \$100,000.
- b) Assume the deduction assigned to SSPA-1 is 2.5% for each deviation from the performance requirement.
- c) Assume the Contractor has one deviation from the SSPA-1 performance requirement during the term of the task order.
- d) The total payment for this task order will be \$97,500, calculated as follows:

Total fixed price for the task order is \$100,000
Reduction for defective work is \$2,500 (2.5% x 100,000).
Amount the Contractor will receive is \$97,500 (\$100,000 - \$2,500 = \$97,500).

Note: there is a 2.5% deduction for each performance deficiency with a cap of 10% on the total possible cumulative deduction from the total cost or price of each task order. The total amount actually deducted will not be determined until completion of the task order and that amount will be reflected as a deduction from final payment for each task order.

PRS Exhibit A

Selected Service Performance Area (SSPA)	Standard	Performance Requirement	Method of Surveillance	Performance Calculation
SSPA-1 Timeliness	Projects are completed on time.	No more than one (1) deliverable may be completed and submitted beyond the due date. No projects may be completed more than 3 work days past the due date.	<ul style="list-style-type: none"> • 100% Inspection • Surveillance period: task order period of performance 	<p>2.5% deduction of total task order value (i.e. final cost or fixed price of the entire task order) for each deviation, provided that cumulative deductions shall not exceed 10% of the total task order value.</p> <p>Note: Total deductions for SSPA-1 and SSPA -2 combined shall not exceed 10% of the total value of each task order.</p>
SSPA-2 Quality Control	The Contractor completes deliverables with a high level of professionalism and technical competency.	No more than one (1) deliverable may be incorrectly completed, contain substantial error(s), missing supporting documentation if applicable, or otherwise require reperformance due to flaws in the Contractor's work.	<ul style="list-style-type: none"> • 100% Inspection • Surveillance period: task order period of performance 	<p>2.5% deduction of total task order value (i.e. final total cost or fixed price of the entire task order) for each deviation, provided that cumulative deductions shall not exceed 10% of the total task order value.</p> <p>Note: Total deductions for SSPA-1 and SSPA -2 combined shall not exceed 10% of the total value of each task order.</p>

PRS EXHIBIT B - CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT		
1. CONTRACT NUMBER		2. REPORT NO.
3. TO: (Contractor and Manager name)		4. FROM: (COTR)
5. DATES		
PREPARED	RETURN BY CONTRACTOR	ACTION COMPLETED
6. DISCREPANCY OR PROBLEM: (Describe in detail: include references to PWS/PRS)		
7. SIGNATURE OF CONTRACTING OFFICER		
8. TO: (Contracting Officer)		FROM: (Contractor)
9. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET. IF NECESSARY. (Cite applicable QC program procedure or new QC procedures)		
10. SIGNATURE		DATE
11. GOVERNMENT EVALUATION (Acceptable, partial acceptance, rejection. Attach continuation sheet, if necessary)		
12. GOVERNMENT ACTIONS (Payment deduction, cure notice, show cause, other)		

ATTACHMENT B – ESTIMATED LEVEL OF EFFORT

This is a description of the anticipated key personnel functions and level of effort over the life of the contract. The Contractor shall propose its own labor categories and personnel to perform these functions.

Key Personnel Functions

Key personnel will be required to have the experience and expertise necessary to successfully perform the functions described below:

Project Management

The contractor shall be responsible for the overall project delivery within the terms of the task order and model implementation project plans. The Contractor shall coordinate with CFTC OITS Project Managers as well as CFTC Business Leads. The Contractor shall also coordinate with software vendors, other CFTC contractors, CFTC implementation teams, and CFTC infrastructure staff.

Business/Data Analysis

The contractor shall map the source system data to the vendor data requirements, resolve data issues, work with the end users to control the results, tune thresholds, scoring variables, and assist in model performance improvement.

Architecture

The contractor shall assist in the design of the technical process, in setup of the environment and insure that all components function properly and performance issues are resolved.

Implementation Subject Matter Expertise (SME)

The contractor shall support the overall data and business analysis process by providing technical and business domain direction in the implementation of the business requirement.

Quality Assurance

The contractor shall design integration and system testing, run quality assurance tests and scripts, shall assist in version management, and shall conduct other general quality assurance tasks.

Technical Engineering and Implementation

The contractor shall assist the TSS data team in creating data processing script, develop custom changes to the display, develop custom reports / alerts if needed, and provide support for deployment of new versions.

Estimated Level of Effort

The following table provides the estimated level of effort for each year of the contract. CFTC considers 1,880 hours per year to be equivalent to a full time position. These estimates are a current best guess as to the required level of effort. Actual requirements may be substantially more or substantially less than these amounts. Note that labor hours are distributed according to the Government estimate of distribution of hours between the Government site and the Contractor's site.

Estimated GOVERNMENT SITE Labor Hours					
Key Personnel Function	Year 1	Year 2	Year 3	Year 4	Year 5
Project Management	240	300	564	564	564
Business/Data Analysis	564	564	564	564	564
Architecture	144	144	144	144	144
Implementation Subject Matter Expertise	564	564	564	564	564
Quality Assurance	144	144	144	144	144
Technical Engineering and Implementation	1,128	1,128	1,128	1,128	1,128
TOTAL	2,784	2,844	3,108	3,108	3,108

Estimated CONTRACTOR SITE Labor Hours					
Key Personnel Function	Year 1	Year 2	Year 3	Year 4	Year 5
Project Management	560	700	1,316	1,316	1,316
Business/Data Analysis	1,316	1,316	1,316	1,316	1,316
Architecture	336	336	336	336	336
Implementation Subject Matter Expertise	1,316	1,316	1,316	1,316	1,316
Quality Assurance	336	336	336	336	336
Technical Engineering and Implementation	2,632	2,632	2,632	2,632	2,632
TOTAL	6,496	6,636	7,252	7,252	7,252

Total Estimated Labor Hours					
Key Personnel Function	Year 1	Year 2	Year 3	Year 4	Year 5
Project Management	800	1,000	1,880	1,880	1,880
Business/Data Analysis	1,880	1,880	1,880	1,880	1,880
Architecture	480	480	480	480	480
Implementation Subject Matter Expertise	1,880	1,880	1,880	1,880	1,880
Quality Assurance	480	480	480	480	480
Technical Engineering and Implementation	3,760	3,760	3,760	3,760	3,760
TOTAL	9,280	9,480	10,360	10,360	10,360

ATTACHMENT C – PRICE WORKSHEET

Estimated Government Site Labor Hours																	
Key Personnel Function	Contractor Labor Category	Year 1			Year 2			Year 3			Year 4			Year 5			TOTAL
		Hours	Rate	Cost													
Project Management		240		\$ -	300		\$ -	564		\$ -	564		\$ -	564		\$ -	\$ -
Business/Data Analysis		564		\$ -	564		\$ -	564		\$ -	564		\$ -	564		\$ -	\$ -
Architecture		144		\$ -	144		\$ -	144		\$ -	144		\$ -	144		\$ -	\$ -
Implementation Subject Matter Expertise		564		\$ -	564		\$ -	564		\$ -	564		\$ -	564		\$ -	\$ -
Quality Assurance		144		\$ -	144		\$ -	144		\$ -	144		\$ -	144		\$ -	\$ -
Technical Engineering and Implementation		1,128		\$ -	1,128		\$ -	1,128		\$ -	1,128		\$ -	1,128		\$ -	\$ -
TOTAL		2,784		\$ -	2,844		\$ -	3,108		\$ -	3,108		\$ -	3,108		\$ -	\$ -

Estimated Contractor Site Labor Hours																	
		Year 1			Year 2			Year 3			Year 4			Year 5			TOTAL
Key Personnel Function	Contractor Labor Category	Hours	Rate	Cost													
Project Management		560		\$ -	700		\$ -	1,316		\$ -	1,316		\$ -	1,316		\$ -	\$ -
Business/Data Analysis		1,316		\$ -	1,316		\$ -	1,316		\$ -	1,316		\$ -	1,316		\$ -	\$ -
Architecture		336		\$ -	336		\$ -	336		\$ -	336		\$ -	336		\$ -	\$ -
Implementation Subject Matter Expertise		1,316		\$ -	1,316		\$ -	1,316		\$ -	1,316		\$ -	1,316		\$ -	\$ -
Quality Assurance		336		\$ -	336		\$ -	336		\$ -	336		\$ -	336		\$ -	\$ -
Technical Engineering and Implementation		2,632		\$ -	2,632		\$ -	2,632		\$ -	2,632		\$ -	2,632		\$ -	\$ -
TOTAL		6,496		\$ -	6,636		\$ -	7,252		\$ -	7,252		\$ -	7,252		\$ -	\$ -

Total Estimated Labor Hours																	
Key Personnel Function	Contractor Labor Category	Year 1			Year 2			Year 3			Year 4			Year 5			TOTAL
		Hours	Rate	Cost													
Project Management		800		\$ -	1,000		\$ -	1,880		\$ -	1,880		\$ -	1,880		\$ -	\$ -
Business/Data Analysis		1,880		\$ -	1,880		\$ -	1,880		\$ -	1,880		\$ -	1,880		\$ -	\$ -
Architecture		480		\$ -	480		\$ -	480		\$ -	480		\$ -	480		\$ -	\$ -
Implementation Subject Matter Expertise		1,880		\$ -	1,880		\$ -	1,880		\$ -	1,880		\$ -	1,880		\$ -	\$ -
Quality Assurance		480		\$ -	480		\$ -	480		\$ -	480		\$ -	480		\$ -	\$ -
Technical Engineering and Implementation		3,760		\$ -	3,760		\$ -	3,760		\$ -	3,760		\$ -	3,760		\$ -	\$ -
TOTAL		9,280		\$ -	9,480		\$ -	10,360		\$ -	10,360		\$ -	10,360		\$ -	\$ -

Notes:

1. Add additional rows as necessary to accommodate all proposed labor categories.
2. All labor categories must be cross walked to Key Personnel Functions.

ATTACHMENT D - FUTURE MODELS

Model	Description	Variation
Trading Ahead – Side by Side Venues	A practice of taking the opposite side of a customer's order into the handling broker's own account or into an account in which he has an interest, without bona fide execution in accordance with the rules of a contract market.	<p>Direct— Taking the opposite side without using an intermediary trader.</p> <p>Indirect—Taking the opposite using intermediary trader(s). Using more than one trader to take the opposite side of a customer order is known as Ring Trading in New York and Chicago.</p> <p>Taking improper advantage of allocation algorithm</p>
Money Pass	A series of trades where an edge or profit is passed from one trader to another without risk. May include repayment for an error trade or a previously given edge, allowing a broker to indirectly take the other side of his order at an advantageous price, pre-arranged or wash trading.	None
Inter-market Activity	Detecting anomalous trading activity across markets with related products.	<p>Trading activity in a commodity traded on multiple exchanges (<i>e.g.</i>, crude oil contracts traded on NYMEX and ICE).</p> <p>Trading activity in a single account on multiple exchanges.</p>
Marking/Banging the Close	A series of trades at prices that misalign and misrepresent the market in a time window that is too near the close for arbitrageurs to realign. May be attributed to but not limited to the following, attempting to alter settlement prices for a favorable settlement price for existing positions or attempting to have a resting order filled.	None

Model	Description	Variation
Trading Against Customer Orders	A practice of taking the opposite side of a customer's order into the handling broker's own account or into an account in which he has an interest, without bona fide execution in accordance with the rules of a contract market.	Direct - Taking the opposite side without using an intermediary trader. Indirect - Taking the opposite using intermediary trader(s). Using more than one trader to take the opposite side of a customer order is known as Ring Trading in New York and Chicago.
Wash Trading	A practice of entering into or purporting to enter into transactions for the purpose of giving the appearance that purchases and sales are being or have been made but without actually taking a position in the market.	Unequal quantity (<i>variation of existing model</i>) Multiple accounts, multiple traders (<i>variation of existing model</i>)
Front Running	A non-competitive practice of taking advantage of the knowledge of an order about to be placed on the market. This is accomplished by entering an order and executing a trade with the intention of trading without or at reduced market risk.	None
Terminal ID Log/ Terminal Log – User Access - Tag 50 (multiple users using same User ID log in)	Each transaction should be unique to an individual user, reflecting an accurate audit trail. The log on identifies the user identity. May be but not limited to the following, failure to log off session, or skirting exchange access restrictions.	None
Accommodation Trading	A non-competitive practice where a trader assists a broker in filling orders, usually ending in trade practice abuse.	None

Model	Description	Variation
Error Account Manipulation	A practice of deliberately making error during the execution of trades or orders and correcting the error in a manner that results in a profit for a designated an error account, although could be any secondary account.	None
Allocating Fills	A scheme or practice of having several trades executed for unspecified accounts. At a later time, trades are allocated to accounts with certain favored accounts getting the best trades.	<p>Taking a trade executed to fill one customer's order and giving it to another customer.</p> <p>Taking a trade executed by the broker for himself and giving it to a customer.</p>
Stop Order Phishing	A series of small transactions at prices that may trigger resting stops that result in an artificial market movement. May be but not limited to the following, trying to have a resting order take advantage of a manipulated market move or pushing the market so an established position will benefit.	None

The list of models is presented in priority order, with the trading ahead model having the highest priority and the stop order phishing model having the lowest priority. The priority of models was determined by taking into account importance to CFTC's mission, complexity, and availability of necessary data.