

<b>SOLICITATION/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF	PAGES
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27					1	1
2. CONTRACT NO. <b>TOS09008</b>		3. AWARD/ EFFECTIVE DATE	4. SOLICITATION NUMBER <b>A09007</b>		5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	
6. SOLICITATION ISSUE DATE <b>10/08/2008</b>		7. ISSUED BY CODE <b>TDP-GORDONS</b> DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVENUE, NW PROCUREMENT SERVICES DIVISION ATTN: STEVEN GORDON WASHINGTON DC 20220  NO COLLECT CALLS		8. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		
9. (AGENCY USE)						

10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES		11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.		12. ADMINISTERED BY CODE <b>TDP</b> DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISION 1500 PENNSYLVANIA AVE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220	
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____ <b>Ennis Knupp and Associates, Inc.</b> <b>10 S. Riverside Plz, Suite 1600</b> <b>Chicago, IL 60606-3709</b>  TELEPHONE NO. DUNS NO. <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		14. PAYMENT WILL BE MADE BY CODE _____		15. PROMPT PAYMENT DISCOUNT	
16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 ( ) <input type="checkbox"/> 41 U.S.C. 253 ( )		SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK:			

17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	EnnisKnupp proposal dated 10/10/08 is incorporated by reference. The total price of the contract includes labor and travel. This is an IDIQ contract. The term of the contract is 12 months from date of award.				See Sec. B for price breakdown

23. ACCOUNTING AND APPROPRIATION DATA		24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY) <b>\$2,495,190</b>	
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER _____ <input type="checkbox"/> ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR <input type="checkbox"/> CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
27. SIGNATURE OF OFFEROR/CONTRACTOR		28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
NAME AND TITLE OF SIGNER (TYPE OR PRINT)	DATE SIGNED	NAME OF CONTRACTING OFFICER <b>STEVEN C. GORDON</b>	DATE SIGNED

## SECTION B-SUPPLIES OR SERVICES PRICES

The minimum dollar value of this contract is \$25,000 and the ceiling contract value is \$2,500,000.

**Table 1: SECTION B PRICES**

Labor CLINs	Government Site		Contractor Site		Total # Workdays	Total Price for Labor	Travel Costs
	FFP per Workday (US\$)	# days on Govt. Site	FFP per Workday (US\$)	# days on Site			
0001	\$5,000	75	\$5,000	75	150	\$750,000	\$23,265
0002	\$3,500	50	\$3,500	150	200	\$700,000	\$20,550
0003	\$3,000	50	\$3,000	150	200	\$600,000	\$20,550
0004	\$2,500	75	\$2,500	175	250	\$625,000	\$30,825
0005	\$2,000	0	\$2,000	200	200	\$400,000	
<b>Total</b>		250		750	<b>1000 workdays</b>	<b>\$2,400,000</b>	<b>\$95,190</b>

Subtotal Labor – Government Site	\$700,000
Subtotal Labor – Contractor Site	\$1,700,000
Subtotal Travel Costs:	\$95,190
 Total Contract Price:	 <u>\$2,495,190</u>

## **SECTION C—DESCRIPTION/SPECIFICATIONS**

### **C.1 INTRODUCTION**

The U.S. Department of the Treasury (“Treasury”) issues this Request for Proposal (RFP) to your firm for investment consulting services for a large portfolio of troubled assets.

This RFP describes services sought by the Treasury, sets forth the rules for submitting a response, and lists the factors that will be considered in selecting a firm to provide the services.

The Treasury seeks services under an indefinite delivery indefinite quantity contract with a performance period of up to 1 year. Treasury intends to issue Firm-Fixed Priced task orders against this contract, which will require defined work efforts, price, period of performance, and deliverables. Within the 1-year timeframe, the Treasury may conduct a separate competition for an investment consultant to serve in a longer term capacity.

The Treasury is holding a limited competition to acquire the needed services pursuant to FAR 6.302-2. Treasury will use a streamlined process to reach contract award based on best value and will not be conducting the source selection in accordance with FAR Part 15.3 due to the unusual and compelling urgency to obtain these services.

The places of performance will be Washington, D.C., and the registered offices of the firm.

Any selection pursuant to this RFP shall be contingent upon and subject to (i) enactment of all necessary statutory authorities for the Treasury to purchase troubled assets, and (ii) availability of funding.

If your firm is interested, and meets the eligibility requirements in Section M, the Treasury requests that you submit a response in accordance with this RFP no later than 5:00 p.m. ET on October 8, 2008.

### **C.2 OVERVIEW AND POLICY GOALS**

In furtherance of its mission to ensure the safety and soundness of the U.S. financial system, and pursuant to the Emergency Economic Stabilization Act of 2008, the Treasury is establishing a program to purchase troubled assets. Accordingly, the Treasury seeks a proposal from your firm to provide full-service investment consulting services for a portfolio of dollar denominated troubled assets that the Treasury will acquire from financial institutions.

For purposes of this RFP, troubled assets include residential or commercial mortgages and any securities, obligations, or other instruments that are based on or related to such mortgages, that in each case was originated or issued by private institutions on or before March 14, 2008. Troubled assets, for purposes of this RFP, do not include securities issued and/or fully guaranteed as to principal and interest by the Federal Home Loan

Mortgage Corporation (“Freddie Mac”) and the Federal National Mortgage Association (“Fannie Mae”).

Specific assets acquired for the portfolio may include (i) securitized products, including Prime, Alt-A, and Subprime residential mortgage backed securities (MBS), commercial MBS, and MBS collateralized debt obligations, and (ii) whole loans, including residential first mortgages, home equity loans, second liens, and commercial mortgage loans. In addition, the Treasury may decide to include other types of securities and mortgage loans as necessary to promote market stability.

The Treasury’s policy goals for the portfolio of troubled asset are to (1) provide stability and prevent further disruption to the financial markets and banking system, (2) ensure mortgage availability, and (3) protect the interests of taxpayers. The portfolio mandate and specific investment strategies may change over time but will always be consistent with these policy goals.

By acquiring, managing, and orderly liquidating the troubled assets, the Treasury seeks to improve the capital positions of financial institutions, improve liquidity and credit extension in the financial system, increase investor confidence, and provide market participants with more price transparency.

### **C.3 PORTFOLIO**

The Treasury intends to designate multiple asset managers and sub-managers to handle different asset classes that may be acquired for the portfolio. In addition, the Treasury expects to engage providers for custody services and risk management to support portfolio operations.

The size of the portfolio may reach \$700 billion. The portfolio mandate and composition will be driven by the aforementioned policy objectives rather than the pursuit of yield or diversification. To the maximum extent practicable, the portfolio’s credit and market risks will be managed to limit the potential for capital losses.

Assets will likely be acquired through reverse auctions and other market mechanisms designed to support efficient and effective price discovery and generate observable market-based valuations, to the maximum extent practicable. Consistent with the policy goals, the portfolio is expected to hold assets until market conditions improve and stabilize, but the specific holding period of particular assets will vary from months to years, and the Treasury may over time provide guidance on re-balancing assets. Accordingly, portfolio management is expected to be relatively passive, but may be relatively active at certain times, depending on market conditions. The Treasury will also provide ongoing guidance on how positions may be liquidated or re-monetized.

The portfolio may be benchmarked to established indices, but will more likely be measured by a dashboard of custom metrics linked to the Treasury’s policy goals. In addition, the Treasury will establish guidelines on managing the risks of the portfolio, on

eligible trading counterparties and counterparty risk management, and on the disposition of cash flows. The Treasury may decide to hedge convexity and other risks within the portfolio and will establish parameters for any such hedging activity.

#### **C.4 TREASURY OBJECTIVE: SCOPE OF SERVICES AND DELIVERABLES**

Through this RFP, the Treasury seeks the firm's proposal as a full-service investment consultant to help administer a highly complex, multi-manager portfolio of troubled assets. The firm selected to provide the services will be required, as directed, to:

- Develop and maintain investment policies and guidelines.
- Conduct asset manager searches and evaluations, as well as other vendor searches necessary to support the portfolio.
- Assist with the oversight of asset managers and other providers.
- Establish and implement rules and procedures to coordinate the activities of asset managers.
- Measure performance of asset managers, asset classes, and the overall portfolio.
- Measure and help manage risks across the portfolio.
- Develop asset allocation strategies across managers.
- Produce portfolio and other management reports.
- Evaluate the ongoing costs of asset managers, custodians, transactions, and other costs.
- Develop and monitor performance benchmarks and other measures of success.
- Help identify conflicts of interest at the asset managers and other service providers, and provide advice on transparency, conflict mitigation, and disclosure.
- Develop and maintain operational policies, procedures, and practices for the administration of the portfolio.
- Assist with the preparation of reports to oversight bodies.
- Advise on tactical and strategic investment and market issues impacting the portfolio.
- Conduct research on mortgage whole loan asset managers.

- Conduct research on mortgage whole loan servicing organizations, such as firms that provide loan valuation, loan servicing, loan diligence, loss mitigation, and the like.
- Conduct other research, analysis, and special studies.
- Conduct education and training sessions.
- Identify qualified minority- and women-owned firms to provide necessary services connected with the portfolio.
- Provide other related investment consulting services identified by the Treasury.
- Provide for all necessary operational and analytical hardware, software, and system interfaces to support the services above.

Services must begin immediately upon selection and contract execution, and the initial assets in the portfolio will be acquired within 30 to 45 days of selection, or sooner if possible. The selected firm will be required to provide on-site support immediately.

For the services listed above, the firm will be required to complete deliverables in the form of written reports, program documents, options papers, face-to-face presentations, verbal recommendations, and implementation of decisions and approved recommendations, as directed by the Treasury.

If selected to provide services under this RFP, the firm will be required to provide transition services at the conclusion of the performance period and cooperate in good faith with the Treasury and any successor investment consultant, and shall provide such services as may be necessary for an orderly transfer of knowledge, functions, records, and data to any successor.

#### **SECTION D—PACKAGING AND MARKING [reserved]**

#### **SECTION E – INSPECTION AND ACCEPTANCE**

**E.1** 52.246-4 Inspection of Services – Fixed-Price (AUG 1996) is incorporated by reference.

#### **SECTION F—PERFORMANCE**

**F.1** 52.242-15 Stop Work Order (AUG 1989) is incorporated by reference.

## **SECTION G—CONTRACT ADMINISTRATION DATA**

### **G.1 ORDER PRICING**

The Treasury will order specific work within the scope of this contract using Firm-Fixed Price (FFP) Task Orders for outcome- or deliverable-based work efforts. Task Orders will be priced as new FFP contract line items at the task order level. The labor rates negotiated in Section B of this contract will be the basis for price negotiation of individual task orders whereby specific Contract Line Item Numbers (CLINs) may be exercised for up to a certain number of workdays.

### **G.2 CONFLICTS OF INTEREST**

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

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

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

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

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

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

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

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

### **G.3 CONFLICT OF INTEREST PLAN**

Treasury will incorporate the offeror's final negotiated conflict of interest mitigation plan in the contract, and oversee and enforce the successful offeror's compliance with the plan.



## **SECTION H—SPECIAL CONTRACT REQUIREMENTS**

### **H.1 FIDUCIARY DUTY**

The contractor agrees that it shall have a fiduciary duty to the Government in its performance under this contract.

### **H.2 CONFIDENTIALITY**

The Treasury considers any information provided to a firm during any discussions that may occur under this RFP to be confidential and must not be disclosed to any third party outside the firm's corporate organization, nor duplicated, used, or disclosed in whole or in part for any purpose other than to prepare a response. Under no circumstances shall any information received in connection with this RFP be disclosed to any third party outside the firm's corporate organization without the express prior written consent of the Treasury.

### **H-3 LIMITATIONS ON CONCURRENT OR SUBSEQUENT ACTIVITIES**

(a) Treasury has determined that certain market activities by a retained entity during or after the arrangement term are likely to cause impermissible conflicts of interest. To prevent any such impermissible conflicts of interest, certain restrictions must be imposed on the concurrent and subsequent activities of the Contractor. Accordingly, the following restrictions shall apply unless waived pursuant to paragraph (b) of this section.

- (1) Contractor cannot (A) enter into any agreement with the Treasury to perform asset management or custodial services related to the program to purchase troubled assets or any other investment services related to the program to purchase troubled assets for which Contractor provided, in the performance of this Contract, any substantive advice, guidance, management, or oversight, or (B) assist any other person or entity seeking to enter into any such agreement with the Treasury. Moreover, Contractor can not assist any other person or entity in its performance of any such agreement with the Treasury.
- (2) If Contractor advises or otherwise assists the Treasury with respect to the purchase, management, valuation, or sale of any specific troubled asset(s) or group of troubled assets, then the Contractor shall not purchase or offer to purchase, or act on behalf of anyone purchasing or offering to purchase, such asset(s) or group of assets during the term of this Contract or within one year after the Contract's expiration or termination.
- (3) During the term of the Contract, Contractor shall not sell or offer to sell, or act on behalf of anyone selling or offering to sell, any asset to Treasury under the terms of the program to purchase troubled assets.
- (4) Contractor cannot act for the Treasury in the same particular matter in which it

or a related entity has a business or financial interest.

(b) The appropriate Treasury official may grant waivers from the limitations imposed by paragraph (a) of this section. Waivers will be granted only when it is clear from the totality of the circumstances that enforcement of paragraph (a) of this section is not necessary to protect the interests of Treasury or to prevent an unfair advantage or an impermissible conflict of interest.

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

#### **H-4 NON-DISCLOSURE**

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

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

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

(d) Upon expiration or termination of the Contractor's engagement, all documents and records covered by this clause will be disposed of in accordance with the Contracting

Officer's instructions. The Contractor's duty with respect to the covered information shall survive the expiration or termination of this Contract.

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

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

## PART II –CONTRACT CLAUSES

### SECTION I—CONTRACT CLAUSES

#### I.1 Clauses Incorporated By Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at this Internet address: <http://www.acquisition.gov/far/>

Clause No.	Title and Date
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.203-13	Contractor Code of Business Ethics and Conduct (DEC 2007)
52.203-14	Display of Hotline Poster(s) (DEC 2007)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.204-9	Personal Identity Verification of Contractor Personnel (SEP 2007)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-8	Order of Precedence -- Uniform Contract Format (OCT 1997)

52.216-22	Indefinite Quantity (OCT 1995) Fill-in: contract expiration date plus 6 months.
52.219-8	Utilization of Small Business Concerns (May 2004)
52.219-9	Small Business Subcontracting Plan (APR 2008) ALT II (OCT 2001)
52.219-16	Liquidated Damages--Subcontracting Plan (JAN 1999)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-29	Notification of Visa Denial (JUN 2003)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.223-5	Pollution Prevention and Right-to-Know Information (AUG 2003)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
52.222-50	Combating Trafficking in Persons (AUG 2007)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-16	IEEE 1680 Standards for the Environmental Assessment of Personal Computer Products (DEC 2007)
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.227-17	Rights in Data – Special Works (DEC 2007)
52.227-23	Rights to Proposal Data (Technical) (JUN 1987)
52.228-5	Insurance – Work on a Government Installation (JAN 1997)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.232-1	Payments (APR 1984)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation of Withholding of Payments (APR 1984)

52.232-11	Extras (APR 1984)
52.232-17	Interest (JUN 1996)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003)
52.232-33	Payment by Electronic Funds Transfer – Central Contract Registration (OCT 2003)
52.233-1	Disputes (JUL 2002)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-2	Protection of Government Buildings, Equipment and Vegetation (APR 1984)
52.237-3	Continuity of Services (JAN 1991)
52.239-1	Privacy or Security Safeguards (AUG 1996)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes--Fixed-Price (AUG 1987) Alternate I (APR 1984)
52.245-1	Government Property (JUN 2007) Alternate I (JUN 2007)
52.245-9	Use and Charges (JUNE 2007)
52.246-25	Limitation of Liability-Services (FEB 1997)
52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003)
52.248-1	Value Engineering (FEB 2000)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)

(End of clause)

**I.2 Order Limitations (FAR 52.216-19) (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$2,500,000.00;
- (2) Any order for a combination of items in excess of \$2,500,000.00; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**SECTION J: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**[RESERVED]**

(End of provision)