



BLANKET PURCHASE AGREEMENT
GSA FEDERAL SUPPLY SCHEDULE

In the spirit of the Federal Acquisition Streamlining Act, the Department of the Treasury and Ernst & Young, LLP enter into this Blanket Purchase Agreement (BPA) to further reduce the administrative costs of acquiring repetitive services from the General Services Administration (GSA) Federal Supply Schedule (FSS), Financial and Business Solutions (FABS) Contract GS-23F-8152H.

Federal Supply Schedule BPAs eliminate contracting and open market costs such as: the search for sources; the development of technical documents and solicitations; and the evaluation of bids and offers. Contractor Team Arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Subpart 9.6 and are encouraged.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

SIGNATURES:

Department of the Treasury

Julianne L. Odend'hal

Contracting Officer

Department of the Treasury

Departmental Offices

Procurement Services Division

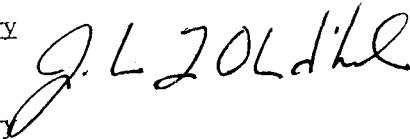
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 Date: 10-18-2008

Ernst & Young, LLP

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 Date: 10.18.08

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Pursuant to GSA Federal Supply Schedule Contract Number GS-23F-8152H, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with the Department of the Treasury and for use by the Department of the Treasury.

- (1) All services/products currently listed on your GSA schedule, to include new service/products added during the performance of this BPA can be ordered under this BPA in support of the requirements as set forth in this BPA. All orders placed against this BPA are subject to the terms and conditions of the BPA, except as noted below:

See Attachment No. 1 – Ernst & Young’s Price Quotation, dated October 14, 2008

See Attachment No. 2 – Ernst & Young’s Technical Quotation, dated October 14, 2008

Exceptions to the aforementioned quotations:

- (a) Under Attachment No. 1, Price Quotation, Deliverable(s) Approval. All deliverable approvals and timelines under this BPA will be established by the Government on a task order basis.
- (b) Under Attachment No. 2, Technical Quotation, Mitigation Plan for Organizational Conflict of Interest, the proposed language that reads, “Should a potential conflict be identified by Ernst & Young or the Treasury in considering or undertaking performance of the services under a resultant Task Order, in the interest of protecting the integrity of both parties Ernst & Young reserves the right to decline to accept or perform any task order where either Ernst & Young or the Treasury determines that a potential or actual conflict of interest exists.” The Government takes exception to any interpretation of this statement that would provide Ernst & Young with a unilateral right to decline task order work. Treasury may waive potential or other identified conflicts of interest and require that the Contractor perform task order work under this BPA. Failure to proceed with task order work under these circumstances may be cause to terminate this BPA.
- (2) Delivery:

DESTINATION DELIVERY SCHEDULE/DATES

Assigned upon issuance of individual task/delivery orders.

- (3) This BPA does not obligate any funds. The Government is obligated only to the extent authorized by task orders issued under this BPA. The BPA is established to fill recurring requirements.
- (4) Purchase limitation: There is no dollar limitation for each individual purchase. The contractor’s discounted labor rates, as set forth in Attachment 1, are incorporated into the BPA. The contractor may not exceed the discounted rates set forth in Attachment 1 during performance of any task order. However, further discounts may be negotiated per task/delivery order. Regardless of the size of the task/delivery order the contractor is encouraged to offer additional discounts.

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- (5) This BPA expires on **September 30, 2011** or upon expiration and non-renewal of the contractor's GSA contract. The BPA can be cancelled by the Government at any time. The Contractor shall provide all resources necessary to perform services in accordance with the requirements specified herein. The BPA will consist of the following periods of performance:

BPA PERIOD OF PERFORMANCE			
YEAR 1	Award	Through	09/30/2009
YEAR 2	10/01/2009	Through	09/30/2010
YEAR 3	10/01/2010	Through	09/30/2011

All Office of Financial Stability (OFS) requirements will be fulfilled on a task order basis. Individual task orders placed under this BPA may be issued on a firm fixed-price or time-and-materials basis, or any combination thereof.

- (6) The following office is hereby authorized to issue task orders under this BPA:

Department of the Treasury
Departmental Offices
Procurement Services Division

- (7) Task Orders will be issued against this BPA via e-mail, FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- (a) Name of Contractor;
 - (b) BPA Number;
 - (c) GSA Contract Number;
 - (d) Task/Delivery Order Number;
 - (e) Date of Issuance of Task Order
 - (f) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

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(9) The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the task/delivery order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all task orders issued against it. In the event of an inconsistency between the provisions of this BPA and the task order, the provisions of this BPA will take precedence.

(11) The Contractor's conflict of interest mitigation plan, as set forth in Attachment 2, is specifically incorporated in this BPA and shall be in full effect throughout the life of the BPA.

(12) The terms of this BPA and those in Attachment 4 shall take precedence over Attachments 1 and 2.

*IMPORTANT -- A new feature to the Federal Supply Schedules Program permits contractors to offer price reductions in accordance with commercial practice. Contractor Team Arrangements are permitted with Federal Supply Schedule contractors in accordance with FAR Subpart 9.6 and are encouraged.

- Attachment No. 1 Ernst & Young's Price Quotation, dated October 14, 2008 (Redacted)
- Attachment No. 2 Ernst & Young's Technical Quotation, dated October 14, 2008 (Redacted)
- Attachment No. 3 Statement of Work
- Attachment No. 4 Conflicts of Interest and Non-Disclosure Requirements

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SPECIAL BPA PROVISIONS/CLAUSES

1.1 FAR 52-252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This BPA 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 of a clause may be assessed electronically at www.arnet.gov.

52.207-3 - Right of First Refusal of Employment (MAY 2006)

1.2 AUTHORITY – CONTRACTING OFFICER (CO), CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)

1.2.1 Contracting Officer (CO)

The CO for award of this Blanket Purchase Agreement is:

Dwight W. Stephens
Department of the Treasury, Departmental Offices
Procurement Services Division
1425 New York Avenue, 2nd Floor
1500 Pennsylvania Avenue, NW
Washington, DC 20220
(202) 622-0632
dwight.stephens@do.treas.gov

The CO, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this BPA.

Task/Delivery Orders: The Administrative Contracting Officer (ACO) within the Department of the Treasury is authorized to issue task orders against this BPA. The ACO for issuance and administration of individual task orders will be assigned by letter prior to the issuance of the first order against the BPA.

The CO, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes to any of the requirements of a task order, and notwithstanding any clauses contained elsewhere in this BPA, said authority remains solely with the CO. In the event the Contractor makes any changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in cost incurred as a result thereof.

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

(a) The COTR is:

TBD on Task Order Basis.

(b) Performance of work under this BPA must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COTR **does not** have authority to issue technical direction that:

(1) constitutes a change of assignment or additional work outside the specification(s)/work statement;

(2) constitutes a change as defined in the clause entitled "Changes";

(3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

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(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled Disputes."

(End of clause)

1.2.3. Key Personnel

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

<u>EMPLOYEE</u> <u>NAME</u>	<u>POSITION</u> <u>TITLE/FUNCTIONAL AREAS</u>
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Names and Titles Redacted

(b) The individuals named above shall be recommended by the Contractor in its proposal and subject to approval by the Government prior to award. These individuals shall be in responsible positions so as to allocate and control personnel.

(c) The Contractor shall identify and propose critical or senior-level Contractor staff assigned to this BPA.

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

(e) All notification requests for substitutions and additions must provide a justification and detailed explanation of the circumstances necessitating the proposed substitution or addition, a

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complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer needed to approve or disapprove the request. Resumes submitted shall identify the education and experience of the Key Personnel candidate(s) relative to the contract position proposed. At a minimum, resumes shall include the name of the candidate, contract position and labor category level proposed, experience, education, and citizenship status. All proposed substitutes and additions must have qualifications equal to or better than the person to be replaced.

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

1.3 SECURITY SCREENING REQUIREMENTS FOR ACCESS TO SENSITIVE BUT UNCLASSIFIED SYSTEMS OR INFORMATION

Security screening requirements will be determined at the task order level.

(a) In addition to complying with any functional and technical security requirements set forth in the schedule and elsewhere in this BPA, the Contractor shall request that the Government initiate personnel screening checks and provide signed user nondisclosure agreements, as required by this clause, for each contractor employee requiring staff-like access (e.g. unescorted or unsupervised physical access or electronic access), specified at the task order level, to limited or controlled areas, systems, programs and data.

(b) The Contractor shall submit a properly completed set of investigative request processing forms for each such employee in compliance with instructions to be furnished by the Contracting Officer or his/her designated representative.

Applicable forms will be furnished to the Contractor at time of award.

(c) Depending upon the nature of the type of investigation necessary, it may take a period up to several months to complete complex personnel screening investigations. At the discretion of the Government, background screening may not be required for employees with recent or current favorable Federal Government investigations. To verify the acceptability of a non-Treasury, favorable investigation, the Contractor shall submit the forms or information needed, according to instructions furnished by the Contracting Officer.

(d) When contractor employee access is necessary prior to completion of personnel screening, each contractor employee requiring access may be considered for escort access. The Contractor shall promptly submit all requests for approval for escort access to the Contracting Officer or his/her designated representative so as not to endanger timely contract performance.

