



U.S. Department of Housing and Urban Development
Washington, D.C. 20410

OFFICE OF THE CHIEF PROCUREMENT OFFICER

REQUEST FOR PROPOSALS R-OPC-23287

Date Issued: May 2, 2008

Closing Date: June 17, 2008

Closing Time: 12:00 p.m. (Local Time)

Dear Prospective Offeror(s):

Thank you for your interest in this procurement. The Department is seeking offers from firms capable of providing services for the Ginnie Mae Pool Processing, Pool Certification, Central Paying and Transfer Agent, Platinum Trustee, and Multiclass Information Agency services related to Ginnie Mae Mortgage Backed Securities (MBS), which HUD has described in greater detail in the attached Request for Proposals (RFP) R-OPC-23287.

An eligible Offeror under this solicitation shall demonstrate that it meets the following requirements:

- **It is a (i) federally-chartered bank or a state-chartered bank or trust company regulated by the Federal Reserve System or the Federal Deposit Insurance Corporation, and (ii) its ultimate (or top-tier) parent holding company is organized under the laws of the United States, as determined by HUD in its sole discretion.**
- **It will conduct all operations under the contract within the fifty (50) United States and the District of Columbia.**

Failure to satisfy these two requirements shall render Offeror's proposal ineligible for further consideration.

The North American Industry Classification System (NAICS) Code for this procurement is 523110, "Investment Banking and Securities Dealing," and the applicable Size Standard is \$6.5 million, meaning that a business may have up to \$6.5 million in annual receipts and still be considered a small business concern under this code. This is a full and open competitive procurement. It is the Department's intent to award an indefinite delivery/indefinite quantity (IDIQ) contract. The contract performance period will be a three year base with two one-year priced option periods. The resulting contract will set forth a guaranteed minimum value of \$1,000,000.00 and a maximum value of \$150,000,000.00 for the entire performance period.

The RFP is structured in accordance with the Uniform Contract Format as required by the Federal Acquisition Regulation (FAR). While offerors are to review the entire solicitation, please pay close attention to the following:

- Section C - Statement of Work

- Section L - Instructions to Offerors
- Section M - Evaluation Factors for Award

HUD intends to amend the solicitation to provide Offerors with a detailed list of additional hardware and software being provided to support this contract as government-furnished property, as the result of the Business Process Improvement (BPI) initiative that is ongoing. Additional information regarding the BPI initiative shall be provided to Offerors at the pre-proposal conference. See Section C.2.07(c) of the RFP for a detailed description of the BPI initiative.

- Time and due date for receipt of offers are in block 9 of the SF-33. Late proposal rules are contained in Part IV, Section L and will be strictly applied. The address for receipt of proposals is contained in block 7 of the SF-33.
- A Pre-proposal Conference will be held on May 13-14, 2008. The location will be at HUD Headquarters Building in the Auditorium. Additional information will be provided in a subsequent amendment. The session on May 13 will be from 9:00 A.M. – 5:00 P.M. The session on May 14, will be from 9:00 A.M. – 1:00 P.M.
- A reading room will be established for this procurement and will be open from May 6, 2008 through June 9, 2008. The reading room will contain information, which may be useful in preparing a proposal in response to this solicitation. In order to gain access to the reading room, an Offeror must submit a written request, at least 48 hours in advance, to Ms. Katharina Washington at Katharina.washington@hud.gov. Only one offeror at a time will be permitted in the reading room. Reservations will be taken on a first come first serve basis. Copies of the information located in the reading room may not be available to offerors in any other media due to the sensitive nature of the information.

There are some clauses within the solicitation that are incorporated by reference. FAR clauses, in full text, may be reviewed on the Internet at: <http://www.acqnet.gov>

Prospective offerors should be aware that the HUD building is a secure building. Visitors must enter at either the Northeast entrance or the Southeast main entrance. Visitors will be required to walk through a metal detector, have all belongings screened by an x-ray system, show valid picture identification, and sign the visitor's log. Guards will telephone the visitor's HUD contact to announce their arrival and confirm their appointment prior to allowing entry. This will require extra time. Offerors must therefore ensure that any commercial delivery service or company employee has appropriate identification, and allows extra time for any hand-carried deliveries. The telephone number to be provided to the guard to announce your arrival is: **(202) 402-3240**. Delays experienced at the guard desk or refusal of admission **DO NOT** constitute excusable delays. **PROPOSALS MUST BE IN THE DESIGNATED LOCATION, which is ROOM 5256 of the HUD Headquarters building, NO LATER THAN THE TIME SPECIFIED FOR RECEIPT OF PROPOSALS TO BE CONSIDERED FOR AWARD.**

For the hearing impaired community, the Telecommunications for the Deaf TTY is (202) 708-1455.

Pursuant to FAR Part 52.204-8, Annual Representations and Certifications, prospective contractors **must** complete On-line Representations and Certifications Applications (ORCA) via the Business Partner Network (BPN) website <http://orca.bpn.gov>.

Effective October 1, 2003, FAR Part 4 requires that contractors must be registered in the Central Contractor Registration (CCR) prior to the award of any contract. The website to register in the CCR is www.ccr.gov.

The contractor selected is also required to register in the Contractor Performance System (CPS) prior to award. The system will be used to evaluate Contractor performance under the anticipated contract. Contractors currently registered in CPS need not re-register.

The following is the website for contractor registration:

http://ocm.od.nih.gov/cdmp/cps_contrator.htm

Access to the system, after obtaining a username and password, can be obtained via the following address:

<https://cpscontractor.nih.gov>

OFFEROR ALERT! In order to reference this solicitation, you may only obtain information from the HUD Contracting Home page <http://www.hud.gov/cts/ctsoprty.htm>. The solicitation may only be downloaded from the Federal Business Opportunities website at <http://www.fedbizopps.gov>.

Questions regarding the solicitation must be submitted, in writing, no later than **Monday, June 2, 2008** to Katharina.Washington@hud.gov. There will not be any confirmation of receipts of the emails. When appropriate, questions and responses will be posted to the HUD website.

Thank you again for your interest in this acquisition.

Sincerely,

Dana Y. Long
Contracting Officer
GNMA Support Division

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED) ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE	OF
2. CONTRACT NO.		3. SOLICITATION NO. R-OPC-23287	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 05/02/2008	1 132 PAGES
7. ISSUED BY: U.S. Department of Housing and Urban Development 451 7 th Street, SW. Room 5266 Washington, DC 20410-3000			8. ADDRESS OFFER TO (If other than Item 7) Contract Specialist – Katharina Washington Katharina.Washington@hud.gov		

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in **original** and Seven (7) copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in See blocks 7 & 8 until 12:00 PM local time 06/17/2008
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Katharina Washington	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 402-3240
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of the amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C.2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	

SEE SECTION G

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**B.1 CONTRACT TYPE**

This is a contract for a Pool Processing, Pool Certification, Central Paying and Transfer Agent (PPA/CPTA) that includes the functions of Issuing Agent, Authenticating Agent, Paying Agent, Collection Agent, Transfer Agent, Central Registry Agent, Platinum Trustee, and Multiclass Information Agent. The resulting contract will be an Indefinite Delivery/ Indefinite Quantity (IDIQ) contract.

B.2 SUPPLIES OR SERVICES

- (a) The contractor shall provide services set forth in Section C.
- (b) This contract consists of a set of contract clauses for fixed-priced and time-and-material task orders. The appropriate contract clause shall apply in regard to their respective task order type.
- (c) Fixed priced line items provided in Section B of this contract shall be applicable for this contract and will be ordered by the Contracting Officer through the issuance of task orders. The prices provided shall be applicable for the duration of this contract.
- (d) Any services identified under this contract that do not have set prices found in Section B of this contract shall be negotiated and ordered by the Contracting Officer through the issuance of specific task orders. Task Order types will be firm fixed price or time and materials.

B.3 CONTRACT DEFINITION – INDEFINITE QUANTITY

This is an Indefinite-Quantity contract as defined in Subpart 16.504 of the Federal Acquisition Regulation (FAR) and in Section I, clause FAR 52.216-22, Indefinite Quantity. Services provided by the contractor under this contract shall be secured by the issuance of delivery (for supplies) or task (for services) orders placed in accordance with the following clauses: FAR 52.216-18 Ordering, FAR 52.216-19 Order Limitations, and Task Ordering Procedures in Section I.

B.4 The Offeror must complete and submit Sections B.5 and B.6. **NOTE: The information relevant to the estimated quantity is provided for proposal preparation purposes only. Offeror(s) should not interpret the “evaluated quantities” to represent the actual quantities that will be ordered under the resultant contract. The information is the “best-known” information at this time and is subject to change. Offerors are cautioned that the Government “does not” certify that the information is complete and accurate.**

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.5 CONTRACT LINE ITEM NUMBERS AND PRICES

B.5.01 TRANSITION IN OPTION (September 1, 2008 – January 31, 2009)						
ITEM	DESCRIPTION		ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Transition Services to transition in new Contract	FFP	1	Each	\$	\$
TOTAL PRICE – TRANSITION IN						\$

B.5.02 BASE PERIOD (February 1, 2009 – January 31, 2012)						
ITEM	DESCRIPTION		ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0002	Process Pool Loan Packages and Issue Securities (including Immediate Pool Transfer)					
0002AA	GinnieNET	FP	70,000	Approved Pools / Loan Packages	\$	\$
0002AB	Manual	FP	10,000	Approved Pools / Loan Packages	\$	\$
0002AC	Blank Certificates	FP	1,000	Packages of 1000 Certificates	\$	\$
0003	Help Desk	FP	3,500	Pools/Loan Packages	\$	\$
0004	Process Requests for Transfer of Servicing	FP	450	Approved Transfers	\$	\$
0005	Manual Process of Certifications	FP	90,000	Pools/ Loan Packages	\$	\$
0006	Central Registry/ Central Record	FP	19,000,000	Security Positions	\$	\$
0007	Certificate Transfers	FP	30,000	Securities Transferred	\$	\$
0008	RPB Factor Processing	FP	15,787,000	Pools/ Loan Packages	\$	\$
0009	Ginnie Mae I & II Collections					
0009AA	Ginnie Mae I Guaranty Fee Collection	FP	9,250	Issuer	\$	\$
0009AB	Ginnie Mae II P&I and Guaranty Fee Collections & Payments	FP	4,628,000	Pools/ Loan Packages	\$	\$
0009AC	Interest Payments Subject to SCRA	FP	400	Wires	\$	\$
0009AD	Interest Payments Subject to SCRA.	FP	800	Checks	\$	\$
0010	Emergency Payments to Ginnie Mae Security Holders	FP	300	Pools	\$	\$
0011	Unclaimed Funds Research and Processing	FP	10,500	Hours	\$	\$

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0012	Multiclass Security Services					
0012AA	Post and Merge REMIC Data	FP	36	Months	\$	\$
0012AB	Reconciliation	FP	25,000	Issues Outstanding	\$	\$
0013	Platinum Trust	FP	14,000,000	Pools Outstanding	\$	\$
0014	Special Mailings					
0014AA	Reproduction. Reproduction of all information other than covered by line item 0017.	FP	450,000.00	Pages	\$	\$
0014AB	Courier Services	FP	2,000	Documents	\$	\$
0014AC	Overnight Mailing Services	FP	22,000	Documents	\$	\$
0014AD	CD ROM Duplication Services	FP	5,000	EA	\$	\$
0015	Storage and Market Services					
0015AA	File Storage, Maintenance and Retrieval	FP	36	Months	\$	\$
0015AB	Bloomberg Services	FP	36	Months	\$	\$
0016	ODC (Other Direct Costs)	Ordered by the the issuance of task orders				
0017	Reserved					
0018	Conferences, Training and Technical Assistance (Total Price \$ inserted on award)	Ordered by the the issuance of task orders				
0018AA	Material	T&M	1	Lot		\$ inserted on award
0018AB	Labor (Labor Categories)	T&M		Hours		\$ inserted on award
0019	Development and Enhancements of Information Technology (Total Price \$ inserted on award)	Ordered by the the issuance of task orders				
0019AA	Material	T&M	1	Lot		\$ inserted on award
0019AB	Labor (Labor Categories)	T&M		Hours		\$ inserted on award
0020	SAS No. 70 Audit					
0020AA	Level 1 SAS No. 70 Audit for Year 1	FP	1	Each		
0020AB	Level 2 SAS No. 70 Audit for Year 1	FP	1	Each		
0020AC	Level 1 SAS No. 70 Audit for Year 2	FP	1	Each		
0020AD	Level 2 SAS No. 70	FP	1	Each		

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	Audit for Year 2					
0020AE	Level 1 SAS No. 70 Audit for Year 3	FP	1	Each		
0020AF	Level 2 SAS No. 70 Audit for Year 3	FP	1	Each		

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.5.03 OPTION PERIOD 1 (February 1, 2012 – January 31, 2013)						
ITEM	DESCRIPTION		ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0102	Process Pool Loan Packages and Issue Securities (including Immediate Pool Transfer)					
0102AA	GinnieNET	FP	27,000	Approved Pools / Loan Packages	\$	\$
0102AB	Manual	FP	3,000	Approved Pools / Loan Packages	\$	\$
0102AC	Blank Certificates	FP	333	Packages of 1000 Certificates	\$	\$
0103	Help Desk	FP	1,200	Pools/Loan Packages	\$	\$
0104	Process Requests for Transfer of Servicing	FP	150	Approved Transfers	\$	\$
0105	Manual Process of Certifications	FP	30,000	Pools/ Loan Packages	\$	\$
0106	Central Registry/ Central Record	FP	7,000,000	Security Positions	\$	\$
0107	Certificate Transfers	FP	10,000	Securities Transferred	\$	\$
0108	RPB Factor Processing	FP	5,268,000	Pools/ Loan Packages	\$	\$
0109	Ginnie Mae I & II Collections					
0109AA	Ginnie Mae I Guaranty Fee Collection	FP	3,200	Issuer	\$	\$
0109AB	Ginnie Mae II P&I and Guaranty Fee Collections & Payments	FP	1,548,000	Pools/ Loan Packages	\$	\$
0109AC	Interest Payments Subject to SCRA	FP	160	Wires	\$	\$
0109AD	Interest Payments Subject to SCRA.	FP	320	Checks	\$	\$
0110	Emergency Payments to Ginnie Mae Security Holders	FP	100	Pools	\$	\$
0111	Unclaimed Funds Research and Processing	FP	4,000	Hours	\$	\$
0112	Multiclass Security Services					
0112AA	Post and Merge REMIC Data	FP	12	Months	\$	\$
0112AB	Reconciliation	FP	13,350	Issues Outstanding	\$	\$
0113	Platinum Trust	FP	5,000,000	Pools Outstanding	\$	\$
0114	Special Mailings					
0114AA	Reproduction. Reproduction of all	FP	150,000.00	Pages	\$	\$

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

	information other than covered by line item 0018.					
0114AB	Courier Services	FP	1,000	Documents	\$	\$
0114AC	Overnight Mailing Services	FP	7,000	Documents	\$	\$
0114AD	CD ROM Duplication Services	FP	1,800	EA	\$	\$
0115	Storage and Market Services					
0115AA	File Storage, Maintenance and Retrieval	FP	12	Months	\$	\$
0115AB	Bloomberg Services	FP	12	Months	\$	\$
0116	Other Direct Costs (ODC)	Ordered by the the issuance of task orders				
0117	Reserved					
0118	Conferences, Training and Technical Assistance (Total Price \$ inserted on award)	Ordered by the the issuance of task orders				
0118AA	Material	T&M	1	Lot		\$ inserted on award
0118AB	Labor (Labor Categories)	T&M		Hours		\$ inserted on award
0119	Development and Enhancements of Information Technology (Total Price \$ inserted on award)	Ordered by the the issuance of task orders				
0119AA	Material	T&M	1	Lot		\$ inserted on award
0119AB	Labor (Labor Categories)	T&M		Hours		\$ inserted on award
0120	SAS No. 70 Audit					
0120AA	Level 1 SAS No. 70 Audit for Option Year 1	FP	1	Each		
0120AB	Level 2 SAS No. 70 Audit for Option Year 1	FP	1	Each		

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B.5.04 OPTION PERIOD 2 (February 1, 2013 – January 31, 2014)						
ITEM	DESCRIPTION		ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0202	Process Pool Loan Packages and Issue Securities (including Immediate Pool Transfer)					
0202AA	GinnieNET	FP	28,000	Approved Pools / Loan Packages	\$	\$
0202AB	Manual	FP	2,000	Approved Pools / Loan Packages	\$	\$
0202AC	Blank Certificates	FP	333	Packages of 1000 Certificates	\$	\$
0203	Help Desk	FP	1,200	Pools/Loan Packages	\$	\$
0204	Process Requests for Transfer of Servicing	FP	150	Approved Transfers	\$	\$
0205	Manual Process of Certifications	FP	30,000	Pools/ Loan Packages	\$	\$
0206	Central Registry/ Central Record	FP	7,000,000	Security Positions	\$	\$
0207	Certificate Transfers	FP	10,000	Securities Transferred	\$	\$
0208	RPB Factor Processing	FP	5,268,000	Pools/ Loan Packages	\$	\$
0209	Ginnie Mae I & II Collections					
0209AA	Ginnie Mae I Guaranty Fee Collection	FP	3,200	Issuer	\$	\$
0209AB	Ginnie Mae II P&I and Guaranty Fee Collections & Payments	FP	1,548,000	Pools/ Loan Packages	\$	\$
0209AC	Interest Payments Subject to SCRA	FP	160	Wires	\$	\$
0209AD	Interest Payments Subject to SCRA.	FP	320	Checks	\$	\$
0210	Emergency Payments to Ginnie Mae Security Holders	FP	100	Pools	\$	\$
0211	Unclaimed Funds Research and Processing	FP	4,000	Hours	\$	\$
0212	Multiclass Security Services					
0212AA	Post and Merge REMIC Data	FP	12	Months	\$	\$
0212AB	Reconciliation	FP	13,350	Issues Outstanding	\$	\$
0213	Platinum Trust	FP	5,000,000	Pools Outstanding	\$	\$
0214	Special Mailings					
0214AA	Reproduction. Reproduction of all information other than	FP	150,000.00	Pages	\$	\$

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

	covered by line item 0018.					
0214AB	Courier Services	FP	1,000	Documents	\$	\$
0214AC	Overnight Mailing Services	FP	7,000	Documents	\$	\$
0214AD	CD ROM Duplication Services	FP	1,800	EA	\$	\$
0215	Storage and Market Services					
0215AA	File Storage, Maintenance and Retrieval	FP	12	Months	\$	\$
0215AB	Bloomberg Services	FP	12	Months	\$	\$
0216	Other Direct Costs (ODC)	Ordered by the the issuance of task orders				
0217	Reserved					
0218	Conferences, Training and Technical Assistance (Total Price \$ inserted on award)	Ordered by the the issuance of task orders				
0218AA	Material	T&M	1	Lot		\$ inserted on award
0218AB	Labor (Labor Categories)	T&M		Hours		\$ inserted on award
0219	Development and Enhancements of Information Technology (Total Price \$ inserted on award)	Ordered by the the issuance of task orders				
0219AA	Material	T&M	1	Lot		\$ inserted on award
0219AB	Labor (Labor)	T&M		Hours		\$ inserted on award
0220	SAS No. 70 Audit					
0220AA	Level 1 SAS No. 70 Audit for Option Year 2	FP	1	Each		
0220AB	Level 2 SAS No. 70 Audit for Option Year 2	FP	1	Each		

B.5.05 TRANSITION OUT OPTION						
0021	Transition Services to Follow on Contract	FFP	1	Each		
TOTAL PRICE – TRANSITION OUT						\$

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.6 LABOR CATEGORY DESCRIPTIONS

BASE PERIOD

LABOR CATEGORIES	Estimated Quantities (Hours)	Base Year Rates
Senior Professional Staff	3,600	
Manager/Director	3,600	
Assistant Manager Trust Services	2,700	
Senior Trust Analyst	2,700	
Trust Analyst	1,800	
Information Technology Program Manager	3,600	
Sr. Enterprise Architect/ Enterprise Architect	4,500	
Sr. System/ Portal Architect/ System Architect	4,500	
Sr. Systems Engineer/ Sr. Systems Analyst	5,400	
Security Engineer	6,900	
Sr. Database Administrator/ Data Analyst	900	
Database Administrator/ Data Analyst	900	
Senior Programmer/ Analyst	19,800	
Programmer/ Analyst	23,400	
Telecommunication/ Network Engineer	900	
Technical Writer	900	
Administrative Staff	2,700	

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OPTION PERIOD 1

LABOR CATEGORIES	Estimated Quantities (Hours)	Base Year Rates
Senior Professional Staff	1,200	
Manager/Director	1,200	
Assistant Manager Trust Services	900	
Senior Trust Analyst	900	
Trust Analyst	600	
Information Technology Program Manager	1,200	
Sr. Enterprise Architect/ Enterprise Architect	1,500	
Sr. System/ Portal Architect/ System Architect	1,500	
Sr. Systems Engineer/ Sr. Systems Analyst	1,800	
Security Engineer	2,300	
Sr. Database Administrator/ Data Analyst	300	
Database Administrator/ Data Analyst	300	
Senior Programmer/ Analyst	6,600	
Programmer/ Analyst	7,800	
Telecommunication/ Network Engineer	300	
Technical Writer	300	
Administrative Staff	900	

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OPTION PERIOD 2

LABOR CATEGORIES	Estimated Quantities (Hours)	Base Year Rates
Senior Professional Staff	1,200	
Manager/Director	1,200	
Assistant Manager Trust Services	900	
Senior Trust Analyst	900	
Trust Analyst	600	
Information Technology Program Manager	1,200	
Sr. Enterprise Architect/ Enterprise Architect	1,500	
Sr. System/ Portal Architect/ System Architect	1,500	
Sr. Systems Engineer/ Sr. Systems Analyst	1,800	
Security Engineer	2,300	
Sr. Database Administrator/ Data Analyst	300	
Database Administrator/ Data Analyst	300	
Senior Programmer/ Analyst	6,600	
Programmer/ Analyst	7,800	
Telecommunication/ Network Engineer	300	
Technical Writer	300	
Administrative Staff	900	

Senior Professional Staff – An individual with a minimum of eight (8) years of experience in planning, coordinating and directing work similar to that required in Section C. This individual must have strong mortgage banking experience related to securitization of mortgages including knowledge of Ginnie Mae, Federal Housing Administration (FHA) and VA mortgages and securities programs.

Manager/Director – An individual with a minimum of five (5) years experience in supervising a group of employees to perform quality work in a timely manner similar to that required in Section C. Must have strong mortgage banking experience related to securitization of mortgages, including knowledge of Ginnie Mae, FHA, VA, mortgages and securities programs.

Assistant Manager Trust Services – An individual with a minimum of seven (7) years experience in trust services. Experience must include: providing innovative solutions to the Trust business requirements and objectives. Including, providing consultative finance and Trust support to the respective functional groups. Developing and delivering next generation of

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critical Trust Management functions to executive level audiences. This experience also includes overseeing the preparation and presentation of customized analyses to meet secondary mortgage market needs, as well as recommending and implementing solutions to improve cost controls, risk management, and work efficiency that incorporate industry best practices. Strong skills are needed in developing and maintaining a solid understanding of the current & strategic initiatives in each assigned business area and the associated resource implications for the secondary mortgage market. This includes preparing monthly analyses of financial performance for each assigned business area.

Senior Trust Analyst – An individual with a minimum of five (5) years experience in trust services management. Experience must include: developing and managing effective relationships with custodians, vendors, dealers and co-workers by acting as primary liaison with the service/administration office. Utilizing technical and plan specific knowledge to solve problems and communicate with internal clients regarding administrative and processing issues. Serving as a member of systems and data support testing and/or project teams to assist during times of heavy project and testing implementation.

Trust Analyst – An individual with a minimum of two (2) years experience in trust services management. This experience includes providing administrative support and retention of client relationships for the Trust Administrators and Trust Officers. Including, serving as back-up for daily transaction processing as it relates to mortgage securitizations and provide technical support when necessary.

Information Technology Program Manager – An individual with a minimum of ten (10) years experience in the overall management of information technology (IT) customer support similar to the work described in Section C. Additionally, this individual's expertise will include IT project management, system lifecycle management (analysis, design, development and integration) and expertise to facilitate the implementation of IT development initiatives. This position requires enterprise architectural scope skills to include an enterprise architectural design and compliance capability, telecommunication and programming analysis, design and implementation. Skills needed include capability to manage and provide oversight on the performance of data modeling, functional decomposition, along with requirements definition for business system and application procedures. This individual will also need to have experience and expertise in directing the implementation of internal controls, policies and procedures to protect information system assets from destruction or disclosure. In addition, expertise in monitoring and quality assurance of Information Technology development and systems enhancements is required along with experience in web-based applications and design.

Senior Enterprise Architect/ Enterprise Architect - An individual with a minimum of seven (7) years of experience in a Senior Enterprise Architect role providing integration and alignment between business architecture and system architecture. This position requires broad managerial IT and enterprise architectural scope skills to include an enterprise architectural design and compliance capability, telecommunication and programming analysis, design and implementation. Skills needed include capability to manage and provide oversight on the

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performance of data modeling and functional decomposition, along with business and system requirements for the business systems. This individual will also need to have experience and expertise in directing the implementation of internal controls, policies and procedures to protect information system assets from destruction or disclosure. In addition, expertise in monitoring and quality assurance of Information Technology development and systems enhancements is required along with experience in web-based applications and design.

Senior Systems/ Portal Architect/ System Architect – This individual must have a minimum of four (4) years of experience in a Senior System Architect role to provide overall technical leadership guidance, oversight, and supervision for Ginnie Mae’s PPA/CPTA system architecture. Needed skills include capability to perform data modeling, functional decomposition, requirements definition, business system definition and application procedure definition. This individual will also need to have expertise with directing the implementation of internal controls, policies and procedures to protect information system assets from destruction or disclosure. In addition, expertise in monitoring and quality assurance of IT development and systems enhancements is required along with experience in web-based applications and design.

Senior Systems Engineer / Senior Systems Analyst– an individual with a minimum of seven (7) years of experience in the Senior System Engineer role and five (5) years of experience in the System Engineer role who will provide overall design and integration expertise to the implementation and deployment of Information Technology (IT) initiatives. The skills required include a working knowledge of current IT project management practices and architectural design capability, telecommunication, and programming analysis and design. Required skills include capability to perform data modeling, functional decomposition, requirements definition, business system definition and application procedure definition. This individual will also need to have expertise with directing the implementation of internal controls, policies and procedures to protect information system assets from destruction or disclosure. In addition, expertise in monitoring and quality assurance of Information Technology development and systems enhancements is required along with experience in web-based applications and design.

Security Engineer/ Information System Security Officer (ISSO)– This individual will provide oversight and be the subject matter expert on information technology security and compliance. This skill set serves as the point of contact for this contract on Federal IT security requirements including but not limited to the implementation and development of Government-furnished Property (GFP) and non GFP which utilizes GFP. This individual will be responsible for the administration, development and execution of all IT security. This individual should have 4-5 years hands on experience in working with Federal IT laws, policies and Industry Best Practices for data and information management resources applied in accordance with federal IT Security laws and regulations including National Institute of Standards and Technology (NIST), OMB Circulars A130 and A127, etc. This person should have one or more of the following credentials:

- Certified Information Systems Security Professional (CISSP) from Information Systems Security Certification Consortium (ISC)

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- Certification and Accreditation Professional (CAP) from (ISC)
- Certified Information Security Manager (CISM) from Information Systems Audit and Control Association (ISACA)

Sr. Database Administrator/ Data Analyst – This role requires a minimum of seven (7) years experience developing and maintaining “mainstream” database management system and development tools. An individual that creates operates and manages large data repositories for complex business operations. This individual establishes and maintains enterprise data standards and related data dictionaries. Development and database management within the Oracle, DB2 and MS SQL environment is also a prerequisite.

Database Administrator/ Data Analyst – This role requires a minimum of five (5) years experience developing and maintaining “mainstream” database management system and development tools. An individual that creates operates and manages the Enterprise-wide Operational Data Store and existing legacy databases. The individual will also analyze, design, and maintain effective use and control of data and information along with the respective data mart to host transactional and historical data/information. This individual establishes and maintains enterprise data standards and related data dictionaries. Development and database management within the Oracle, DB2 and MS SQL environment is also a prerequisite.

Senior Programmer / Analyst – This role requires an individual with a minimum of five (5) years of experience as a Senior Programmer / Analyst that will provide overall design and integration expertise to the implementation of Ginnie Mae Information Technology (IT) initiatives. The skills required include architectural design capability, telecommunication, and programming analysis and design. Needed skills include the capability to perform data modeling, functional decomposition, requirements definition, business system definition and application procedure definition. This individual will also need to have expertise with directing and implementing controls, policies and procedures to protect information system assets from destruction or disclosure. In addition, expertise in monitoring and quality assurance of Information Technology development and systems enhancements is required along with experience in web-based applications and design.

Programmer / Analyst – This individual will provide systems development and testing skills necessary for the project to succeed. This role requires the analyst to have a minimum of two (2) years experience developing “mainstream” client server application development tools.

Telecommunication/ Network Engineer – This role requires an individual that must be able to recommend telecommunication solutions, troubleshoot, implement, and propose alternatives in support of telecommunication devices, connectivity and services in support of Ginnie Mae, customers and Business Partners. This role requires that the individual have at least four (4) years experience supporting telecommunication devices and systems. This person should possess the following credential:

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- Certified Information Systems Security Professional (CISSP) from Information Systems Security Certification Consortium (ISC)

Technical Writer – This role requires an individual that will provide documentation that captures the development of a project throughout its life cycle. This role will require at least two to three (2-3) years of technical writing experience in support of full life cycle deliverables, training and technical assistance material.

Administrative Staff – This role requires an individual with clerical or support skill to perform copying, file organization and reorganization, typing and other services required to successfully produce any final project deliverables required. Experience and knowledge of basic personal computer software is required.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 PURPOSE OF STATEMENT OF WORK**

The Government National Mortgage Association (Ginnie Mae) requires a contract that will provide services to support the primary mission of Ginnie Mae, which is providing investors the full faith and credit guarantee of the United States Government for timely payment of principal and interest on Mortgage Backed Securities (MBS). This service contract will be primarily responsible for the processing and issuance of approximately \$150 billion of MBS Securities annually. Other MBS services in the contract include, but are not limited to, the following: Pool Processing Agent (PPA), Pool Certification Agent, Central Paying and Transfer Agent (CPTA), Platinum Trustee, and Multiclass Information Agent services. The contract also includes other MBS services related to its single class and Multiclass MBS programs and other new securities. These services require the Contractor to provide necessary information technology services to support the processing, issuance and payment of the MBS requirements/services, and other miscellaneous tasks.

An eligible Offeror under the PPA/CPTA solicitation shall demonstrate that it meets the following requirements:

a.) It is a (i) federally-chartered bank or a state-chartered bank or trust company regulated by the Federal Reserve System or the Federal Deposit Insurance Corporation, and (ii) its ultimate (or top-tier) parent holding company is organized under the laws of the United States, as determined by HUD in its sole discretion.

Offeror shall submit a written declaration attesting to their compliance with the bank charter requirement with supporting documentation.

b.) It will conduct all operations under the contract within the fifty (50) United States and the District of Columbia.

Failure to satisfy these two requirements shall render Offeror's proposal ineligible for further consideration.

The title Pool Processing, Pool Certification, Central Paying and Transfer Agent (PPA/CPTA) includes the functions of Issuing Agent, Authenticating Agent, Paying Agent, Collection Agent, Transfer Agent, Central Registry Agent, Platinum Trustee and Multiclass Information Agent.

The Pool Processing and Pool Certification (PPA) functions include, but are not limited to, the following:

- Maintaining a real time database of Ginnie Mae Master Agreements, Resolutions of Board of Directors, and Certificates of Authorized Signatures;
- Processing commitment authority requests;
- Purchasing and assigning Committee on Uniform Securities Identification Procedures (CUSIP) numbers to the MBS securities to be issued;
- Processing mortgage pool information documents for issuing securities;
- Processing transfers of mortgage servicing rights; and
- Recording pool certification data.

The Central Paying and Transfer Agent (CPTA) functions include, but are not limited to, the following:

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- Maintaining a Central Registry on outstanding Ginnie Mae Single Class and Multiclass securities;
- Processing requests for transfer of MBS certificates;
- Collecting and disseminating MBS pool data; and
- Acting as Ginnie Mae's collection and paying agent;

The Platinum Trustee and Multiclass Information Agent functions include, but are not limited to, the following:

- Issuing Platinum MBS;
- Acting as the trustee for Platinum MBS; and
- Acting as Ginnie Mae Real Estate Mortgage Investment Conduit (REMIC) information agent.

C.2 BACKGROUND OF THE GINNIE MAE MORTGAGE BACKED SECURITIES PROGRAMS**C.2.01 GOVERNMENT NATIONAL MORTGAGE ASSOCIATION**

Ginnie Mae is a wholly owned corporate instrumentality of the United States located within the Department of Housing and Urban Development (HUD). Its powers are prescribed generally by Title III of the National Housing Act, as amended (12 U.S.C. 1716 et seq.). Through its MBS programs, Ginnie Mae guarantees privately issued securities backed by pools of mortgages insured or guaranteed by the Federal Housing Administration (FHA), the Department of Veterans Affairs (VA), Rural Development (RD) of the U.S. Department of Agriculture (USDA), and HUD's Public and Indian Housing program (PIH). Holders of the MBS issued in the forward market receive a monthly "pass-through" of principal and interest payments on the pool of mortgages backing the securities, less amounts to cover servicing costs and certain Ginnie Mae fees. Similarly, holders of the MBS issued in the reverse market, or Home Equity Conversion Mortgage Securities (HMBS), will receive "pass through" payments of principal and interest on an unscheduled basis, less amounts to cover servicing costs and certain Ginnie Mae fees. Ginnie Mae guarantees the registered holder the timely payment of scheduled or unscheduled monthly principal and interest payments, loan prepayments and early recoveries of principal on the underlying mortgages. If borrowers fail to make timely payments on their mortgages, the Issuer must make the timely payments to the registered holders, using their own resources.

Through its MBS programs, Ginnie Mae provides structures for channeling funds from the nation's capital markets into the housing market. The U.S. Government's full faith and credit guaranty backing Ginnie Mae securities makes them widely accepted in those sectors of the capital markets that otherwise would not be likely to supply funds to the mortgage market. The funds received through the sale of these securities are then used to make other residential and other mortgage loans. Through this process, the program serves to increase the overall supply of credit available for housing and helps to ensure that credit is available at competitive interest rates.

The Ginnie Mae MBS Program is governed by guaranty agreements entered into by Ginnie Mae and Issuers according to the terms of the Mortgage-Backed Securities Guide 5500.3 ("MBS Guide"). The Guide is available on Ginnie Mae's website at <http://www.ginniemae.gov>. Guaranty Agreements and the terms of the Multiclass Guide govern the Ginnie Mae Multiclass Program. The PPA/CPTA must perform its contractual responsibilities in accordance with Ginnie Mae requirements described in Ginnie Mae Guaranty Agreements,

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Guides, Directives, and Handbooks. Interested parties are strongly encouraged to access the Ginnie Mae MBS and Multiclass Guides on the web in order to familiarize themselves with existing Ginnie Mae policies and procedures.

C.2.02 SINGLE CLASS MORTGAGE-BACKED SECURITIES

(a) Program Concept

Ginnie Mae guaranteed securities consist of both single class securities and multiclass securities. With respect to single class securities, Ginnie Mae has created the Ginnie Mae I Program and the Ginnie Mae II Program, with the main distinction between the two programs being the payment mechanism and payment date.

Under the Ginnie Mae I Program, Issuers are responsible for paying security holders directly. Payments to Ginnie Mae I security holders are paid on the 15th calendar day of the month or the first business day thereafter if the 15th is not a business day.

Under the Ginnie Mae II Program, payments are collected from Issuers by Ginnie Mae's CPTA and passed through to registered security holders in one consolidated payment. Ginnie Mae II security holders are paid on the 20th calendar day of the month or the first business day thereafter if the 20th is not a business day. In addition, the Ginnie Mae II program provides Issuers the option to deliver pool packages into multiple Issuer pools. A multiple Issuer pool is an aggregation of packages of mortgages assembled by a number of individual Issuers. Within the Ginnie Mae II program, Ginnie Mae approved Issuers may elect to issue securities in the forward market or the reverse market. Securities issued in the reverse market contain pool collateral which includes Home Equity Conversion Mortgage (HECM) loans endorsed by FHA. These securities are commonly referred to as HMBS. Issuers who intend to securitize HECM loans into HMBS securities must also meet additional eligibility requirements as specified in the Ginnie Mae Guide.

(b) Payment Characteristics

Ginnie Mae securities have monthly payment characteristics that include:

- (1) Interest at the face rate on the securities, whether or not collected on the mortgages. Interest paid on the distribution date is accrued interest through the last day of the prior month.
- (2) Scheduled principal on the pooled mortgages, due on the first day of the distribution month, whether or not collected.
- (3) Unscheduled principal recoveries received during the month preceding the distribution month.
- (4) Multifamily prepayment penalty, if required.

(c) Guaranty

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Ginnie Mae guarantees the timely payment of interest and principal in the amounts described in item C2.02(b) above to the registered holders of outstanding single class MBS.

(d) Minimum Denomination

With few exceptions, each MBS security must have a minimum security position of \$1,000. Amounts over \$1,000 must be in increments of one dollar (\$1.00). All securities must be evenly divisible by one dollar (\$1.00).

(e) Registered Form

The securities are issued in book entry or registered form.

(f) Paying Agent

Ginnie Mae contracts with the Central Paying and Transfer Agent (CPTA) to collect and pass through the monthly principal and interest payments to registered holders of Ginnie Mae II securities. Under the Ginnie Mae I program, the CPTA calculates the monthly pass through payments, based on RPB information reported by Issuers, for securities held in book entry form with the Depository. The CPTA provides the payment information to the Depository for the preparation and execution of Automated Clearing House (ACH) debits from the Issuers' principal and interest account. Issuers are solely responsible for calculating and making timely monthly payments to holders of Ginnie Mae I securities held in certificated form and outside the Depository in physical form.

(g) Guaranty Fees

For both the Ginnie Mae I and II MBS programs, the CPTA collects monthly Ginnie Mae guaranty fees by ACH. Guaranty fees collected are then remitted, via wire transfer, to Ginnie Mae's Office of Finance within 24 hours of receipt.

(h) Transfer Agent

Ginnie Mae contracts with the CPTA to prepare and deliver new issues of single class MBS, maintain a Central Registry of ownership, and carry out the single class MBS securities transfer functions. Securities are registered either in the name of the Ginnie Mae Depository or in the name of the security holder. Securities registered in the name of the Depository are registered in book-entry form.

(i) Issue Date

All issuances have an "issue date" as of the first day of the month in which the security is issued. The issue date serves as a reference date for establishing the original MBS pool balance and for computing the first month's principal and interest payment due security holders.

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C.2.03 MORTGAGE AND MBS POOL REQUIREMENTS

(a) Eligible Mortgages

All eligible FHA, VA, RD, and PIH insured or guaranteed mortgages can be pooled into a Ginnie Mae MBS Security.

(b) Loan Pools and Packages

Under the Ginnie Mae I and Ginnie Mae II MBS custom programs, individual Issuers assemble pools of mortgages that are securitized into Ginnie Mae securities. Issuers are responsible for marketing their own securities. Under the Ginnie Mae II multiple Issuer program, each participating Issuer assembles packages of loans in minimum amounts that meet Ginnie Mae pooling requirements. All loan packages submitted by Issuers for a particular issue date and particular securities interest rate are aggregated by the Ginnie Mae CPTA into a single pool that backs a single issue of single class MBS.

(c) Mixing Loan Interest Rates

In the Ginnie Mae I program, all loans in a MBS single class pool carry a single interest rate, which must exceed the rate on the certificate by .50 percent (exceptions are manufactured housing and multifamily loan pools). In the Ginnie Mae II program, loans with different interest rates may be included in the same MBS pool or loan package, subject to the following conditions: each loan must bear an interest rate that exceeds the rate on the certificate by at least the minimum required spread, which is .25 percent; but may not exceed the certificate security rate by more than .75 percentage points; thus, the maximum allowable range of mortgage interest rates in any package is .50 percent.

(d) Minimum Required Interest Rate Spread

The minimum spread between the lowest mortgage rate in a Ginnie Mae II single class MBS pool or loan package and the security rate must be .25 percent. Of this, a fixed percent of the interest spread is remitted to Ginnie Mae on a monthly basis as a guaranty fee. The balance of the interest spread is paid to the Issuer as a servicing fee.

(e) Commitment Fees

Ginnie Mae charges each Issuer a commitment fee based on the face amount of single class MBS that will be issued and guaranteed by Ginnie Mae. When an Issuer requests commitment authority it must be approved by Ginnie Mae and the commitment fee must be paid by wire transfer before pooling may occur. The CPTA is not involved in the commitment fee wire transfer process but does know from IPMS that it has been paid in a timely fashion.

(f) Recourse for Defective Loans

In the event that defective loans are included in single class MBS pools, Issuers have the option to either substitute the defective loans with an eligible loan, or else buy the defective loans out of the MBS pool. Loan

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substitutions can occur at any time during the life of the pool, however loans issued before 1985 may not be substituted at any time, due to adverse tax consequences to investors.

(g) Loans in Liquidation

Issuers have the option to repurchase loans that are more than 90 days delinquent or in liquidation status, or leave them in single class MBS pools until liquidation is completed. (See Chapter 18 of MBS Guide)

(h) Servicing Standards

Issuers must conduct servicing of pooled mortgages in accordance with the standards and policies established by Ginnie Mae program requirements, FHA, VA, RD, PIH and such other standards as are customary in the mortgage banking industry. Issuers, as trustees, must maintain single class MBS pool principal and interest (P&I) accounts and escrow accounts in Ginnie Mae's name with the Issuer's financial institution.

C.2.04 ISSUER'S ROLE

(a) Eligible Firms

An Issuer of Ginnie Mae-guaranteed single class MBS must be an FHA-approved mortgagee and be determined by Ginnie Mae to satisfy its other program requirements (e.g. net worth, insurance, etc.). An approved Ginnie Mae Issuer may pool loans in either the Ginnie Mae I or Ginnie Mae II MBS program, pursuant to the Issuer's own business strategy.

(b) Loan Delivery and Certificates Delivery

Once approved to participate in Ginnie Mae's single class MBS program, an Issuer may apply to Ginnie Mae for commitment authority to issue securities. Issuers then originate or purchase eligible mortgages and assemble them in pools or loan packages. Mortgage documents must be held on behalf of Ginnie Mae by an independent document custodial institution, which certifies to Ginnie Mae that the required documents exist and are legally adequate. Issuers select the Document Custodian and make the necessary arrangements using standard form agreements prescribed by Ginnie Mae. The Issuer is also required to provide for the servicing of the mortgages, administration of the securities and periodic reporting to Ginnie Mae in accordance with procedures set forth in the Ginnie Mae MBS Guide.

All newly originated Ginnie Mae single class MBS are required to be issued in depository form. However, because in a limited number of cases, Ginnie Mae may grant certain exceptions to the book-entry depository requirement, the Contractor shall have an efficient means to issue securities in physical form outside the Depository under a disaster recovery/continuity of operation scenario, or upon request.

(c) Marketing Certificates

In general, each Issuer is responsible for marketing its own securities, typically through a securities dealer on a forward placement basis. Ginnie Mae is not a party to these contracts and does not ensure delivery of the securities if the Issuer fails to fulfill the terms of its obligation. Under the multiple Issuer pool approach, Issuers market securities in amounts equal to their contribution to the aggregate pool. Each Issuer's share of

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the pool is based on its prorated share of the dollar amount of the pool, and not the specific mortgages contributed by the Issuer.

(d) Loan and Pool Accounting and Paying

(1) Issuers submit monthly accounting reports to Ginnie Mae electronically through web-based GinnieNET. The Issuer is responsible for preparing and mailing tax reports for Ginnie Mae I pools to security holders.

(2) The CPTA initiates the electronic debit to an Issuers' account for the full amount of principal and interest due Ginnie Mae II security holders. The debit is normally performed on the 20th calendar day of each month using the ACH debit method. The CPTA makes payments to holders of record as of the end of the prior month. The CPTA also prepares and mails tax reports to holders for Ginnie Mae II pools and loan packages. For Ginnie Mae II securities held in book-entry form, the contractor shall collect principal and interest payments due the Ginnie Mae II depository on the payment date (the 20th calendar day of the month or next business day). For Ginnie Mae II securities held in physical form, Ginnie Mae will collect principal and interest payments on the 19th calendar day of each month and mail the remittance to the investor.

(3) Furthermore, for Ginnie Mae I and II pools, the CPTA maintains a cumulative accounting of each pool or loan package, including principal payments, outstanding balances, interest payments, and for audit and monitoring purposes. For multiple Issuer pools, the CPTA consolidates the monthly remaining principal balance (RPB) reports received from Issuers on individual loan packages into an aggregated pool RPB report. The CPTA provides Ginnie Mae with summary reports on Ginnie Mae activity that are then used by Ginnie Mae to monitor Issuer performance.

(4) On the 15th calendar day of the month (or the first business day thereafter if the 15th is not a business day), the Federal Reserve electronically debits the Issuers' accounts for the full amount of principal and interest, and any prepayment penalties on multifamily loans, due Ginnie Mae I security holders registered in the name of the depository. The CPTA is responsible for calculating the ACH payment and providing the payment data electronically to the Federal Reserve for execution of the ACH payment. The Issuer is responsible for paying security holders of Ginnie Mae I single class MBS held in physical form. Payments to non-depository physical certificate holders must be made in a form such that the holder will receive payment no later than the 15th calendar day of each month.

(5) Tax reporting requirements are stipulated by the Internal Revenue Service. Issuers of Ginnie Mae I pools are responsible for complying with applicable tax reporting obligations, and the CPTA is responsible for tax reporting on the Ginnie Mae II pools and on loan packages.

(e) Information Collection Analysis and Dissemination

Every month, the CPTA collects pool RPB information from Issuers, including pool liquidation information, for each of the Ginnie Mae pools and loan packages for which the Issuer is responsible. The CPTA processes and edits the information, and distributes it to the investor community and to the Depository. Under the Multiclass program, and for the Ginnie Mae Real Estate Mortgage Investment Conduit (REMIC) and Ginnie Mae Platinum programs, such information is used as the basis for collecting and paying principal and interest

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payments to REMIC and Platinum security holders. Similarly, the CPTA collects guaranty fees from Issuers and transfers the amounts collected to Ginnie Mae. In addition, the CPTA collects and disseminates other information, such as daily issuance activities, monthly issuance activities, etc. that Ginnie Mae requires administering the MBS program.

(f) Issuer Advances

Issuers are liable for all payments due holders of Ginnie Mae securities, including advances for delinquent principal and interest payments, foreclosure costs and other losses, and any interest amounts due holders for which interest is not collected on the mortgages. In the event that an Issuer defaults in making these payments, Ginnie Mae will make the payments due the security holders and take other actions as appropriate.

(g) Conversion of Existing Ginnie Mae I Pools to Ginnie Mae II Pools

Under certain circumstances, Ginnie Mae permits Issuers to convert existing Ginnie Mae I securities into Ginnie Mae II securities. However, all holders of a Ginnie Mae I MBS must agree to the conversion of the MBS in writing, before any conversion may proceed.

C.2.05 GINNIE MAE DEPOSITORY - FEDERAL RESERVE BANK OF NEW YORK (FRBNY)

In the normal course of business, all Ginnie Mae MBS securities are issued in book entry form through the Ginnie Mae depository.

The FRBNY act as the depository for all Ginnie Mae MBS held in depository form and provides the following services to the MBS industry:

- (1) Book-entry clearing and settlement of transactions in a real-time, secure and cost-effective environment; and
- (2) Represents a secure and effective method to use MBS as loan collateral.

At pooling, Issuers provide MBS delivery instructions to Ginnie Mae's PPA to deliver securities to FRBNY. Specific delivery instructions are in the form of the member Clearing Bank ABA number and customer account number. The Issuer arranges settlement of all MBS securities, without Ginnie Mae involvement. Ginnie Mae determines the settlement date for all Ginnie Mae II Multiple Issuer Pools in accordance with the Securities Industry and Financial Markets Association (SIFMA) settlement requirements.

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C.2.06 GINNIE MAE MULTICLASS SECURITIES PROGRAMS

(a) Introduction

Ginnie Mae implemented its Multiclass Securities Program in 1994. Currently, the program includes the Ginnie Mae REMIC, Platinum, and Stripped MBS program. The intent of the Multiclass Securities Program is to further increase the liquidity of Ginnie Mae securities in the secondary mortgage market.

(b) Platinum Program

The Ginnie Mae Platinum Program permits a Ginnie Mae security holder (a “Depositor”), who holds a number of Ginnie Mae MBS securities to deposit the securities into a trust (“the Ginnie Mae Platinum Trust”). In exchange for the Ginnie Mae MBS securities, the Ginnie Mae Platinum Trust will issue one large dollar denominated Ginnie Mae Platinum MBS security and deliver it to the Depository for the account of the Depositor.

(c) REMIC Program

The Ginnie Mae REMIC program provides an important adjunct to Ginnie Mae's secondary market activities, allowing the private sector to combine and restructure cash flows from existing Ginnie Mae single class MBS, as well as, Fannie Mae and Freddie Mac securities backed by Ginnie Mae securities, into REMIC securities that meet unique investor requirements for investment yield, maturity and call option protection. It is contemplated that the Ginnie Mae HMBS Remic program will be effective May 30, 2008 or later.

(d) Stripped Mortgage-Backed Securities (SMBS)

The Ginnie Mae SMBS program allows eligible participants the ability to transfer and assign to a grantor trust (each, an SMBS Trust) all of their rights, title and interest in certain securities previously guaranteed by Ginnie Mae in exchange for two or more classes of Ginnie Mae Guaranteed SMBS securities. The SMBS securities represent entitlements to all of the interest or principal collections or partial principal and interest collections received on the pool of assets underlying the related SMBS Trust.

C.2.07 BACKGROUND OF THE CONTRACT

(a) The work to be performed under this statement of work includes Pool Processing, Pool Certification, Central Paying and Transfer Agent (PPA/CPTA) duties which also include the functions of Issuing Agent, Authenticating Agent, Paying Agent, Collection Agent, Transfer Agent, Central Registry Agent, Platinum Trustee, and Multiclass Information Agent. This contract also requires the Contractor to provide information technology services and other miscellaneous tasks, including risk management.

(b) The work to be performed under this contract is integral to Ginnie Mae’s ability to properly administer its existing MBS and Multiclass programs. Issuers are required to report to Ginnie Mae loan and pool level data monthly on all outstanding securities. Ginnie Mae uses the data to administer the program and manage both its programmatic and individual Issuer risk monitoring activities. Ginnie Mae is also highly dependent on information technology to administer its programs. Thus a significant part of the statement of work involves the maintenance and enhancement of systems and managing risks.

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(c) (1) Ginnie Mae has made a decision to modernize its current business infrastructure in order to further streamline business processes and improve its ability to more efficiently and effectively manage risk. During the last quarter of fiscal year 2003, Ginnie Mae launched a Business Process Improvement (BPI) initiative, currently in process.

(2) The final phases of the BPI implementation may impact the tasks performed under this statement of work. The exact nature of the impact of the BPI and timing will be addressed in the Technology section of the SOW (See Section 3.10 for further details). Currently Ginnie Mae is in Phase III of the BPI implementation.

(3) As part of the implementation of the BPI, Ginnie Mae's current legacy system-based architecture will migrate to an on-line, web-enabled environment. It is anticipated that the Enterprise-wide Operational Data Store (EWODS), the Portal and the new version of GinnieNET will be implemented in November 2008. The Integrated Pool Management System (IPMS) will not be completely developed at contract transition. The Contractor shall continue to design and develop the last phases of the IPMS and other BPI activities during the base period of the contract.

(4) HUD intends to amend the solicitation to provide Offerors with a detailed list of additional hardware and software being provided to support this contract as government-furnished property, as the result of the BPI initiative that is ongoing. Additional information regarding the BPI initiative shall be provided to Offerors at the pre-proposal conference.

C.2.08 ACRONYM TABLE

ABBREVIATIONS	DEFINITIONS
ABA	AMERICAN BANKERS ASSOCIATION
ACH	AUTOMATED CLEARING HOUSE
AICPA	AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTS
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
APMS	ALL PARTICIPANT MEMORANDUMS
BFP	BOND FINANCED POOL
BPI	BUSINESS PROCESS IMPROVEMENT
C&A	CERTIFICATION AND ACCREDITATION
CEP	COST EVALUATION PANEL
CERG	COOP EMERGENCY RESPONSE GROUP
CFP	CONTRACTOR-FURNISHED PROPERTY
CHUMS	COMPUTERIZED HOME UNDERWRITING MANAGEMENT SYSTEM
CMMI	CAPABILITY MATURITY MODEL INTEGRATION
CMT	CONSTANT MATURITY TREASURY
CO	CONTRACTING OFFICER
COOP	CONTINUITY OF OPERATIONS PLAN
COFI	COST OF FUNDS INDEX
CUSIP	COMMITTEE ON UNIFORM SECURITIES IDENTIFICATION PROCEDURES
CPTA	CENTRAL PAYING AND TRANSFER AGENT

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

CS	CONTRACT SPECIALIST
CVFR	CURRENT VALUE OF FUNDS RATE
DR	DISASTER RECOVERY
EDI	ELECTRONIC DATA INTERCHANGE
EWODS	ENTERPRISE-WIDE OPERATIONAL DATA STORE
FAR	FEDERAL ACQUISITION REGULATION
FDIC	FEDERAL DEPOSIT INSURANCE CORPORATION
FEAPMO	FEDERAL ENTERPRISE ARCHITECTURAL PROGRAM MANAGEMENT OFFICE
FHA	FEDERAL HOUSING ADMINISTRATION
FRBNY	FEDERAL RESERVE BANK OF NEW YORK
GAO/FISCAM	GENERAL ACCOUNTING OFFICE FEDERAL INFORMATION SYSTEMS COMPUTER AUDIT MANUAL
FISMA	FEDERAL INFORMATION SECURITY MANAGEMENT ACT
GPRA	GOVERNMENT PERFORMANCE REVIEW ACT
GFITSA	GINNIE MAE GOVERNMENT-FURNISHED INFORMATION TECHNOLOGY SYSTEMS APPLICATIONS
GFP	GOVERNMENT-FURNISHED PROPERTY
GMECS	GINNIE MAE ENTERPRISE CONTACT MANAGEMENT SYSTEM
GNMA	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GINNIE MAE)
GPADS	GINNIE MAE PORTFOLIO ANALYSIS DATABASE SYSTEM
GPM	GRADUATED PAYMENT METHOD
GTM	GOVERNMENT TECHNICAL MONITOR
GTR	GOVERNMENT TECHNICAL REPRESENTATIVE
HECM	HOME EQUITY CONVERSION MORTGAGE LOAN
HMBS	HOME EQUITY CONVERSION MORTGAGE SECURITIES
HUD	U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
IPA	INDEPENDENT PUBLIC ACCOUNTING
IPMS	INTEGRATED POOL MANAGEMENT SYSTEM
IPT	INTEGRATED PROGRAM TEAM
IT	INFORMATION TECHNOLOGY
LAN	HUD LOCAL AREA NETWORK
LIBOR	LONDON INTERBANK OFFERED RATE
LMC	LOCKHEED MARTIN CORPORATION
MBA	MORTGAGE BANKERS ASSOCIATION
LOC	LETTER OF CREDIT
MBS	MORTGAGE BACKED SECURITIES
MBSAA	MORTGAGE BACKED SECURITIES ADMINISTRATION AGENT
MBSIS	MORTGAGE BACKED SECURITIES INFORMATION SYSTEM
MERS	MORTGAGE ELECTRONIC REGISTRY SYSTEM
MIN	MORTGAGEE IDENTIFICATION NUMBER
MIP	MULTIPLE ISSUER POOL
MISMO	MORTGAGE INDUSTRY STANDARDS MAINTENANCE ORGANIZATION

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

MOM	MERS AS ORIGINAL MORTGAGEE IDENTIFICATION NUMBER
NARA	NATIONAL ARCHIVE AND RECORDS ADMINISTRATION
NASD	NATIONAL ASSOCIATION OF SECURITIES DEALERS
NIST	NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
OCPO	OFFICE OF THE CHIEF PROCUREMENT OFFICE
OFPP	OFFICE OF FEDERAL PROCUREMENT POLICY
OGC	OFFICE OF GENERAL COUNSEL
OMB	OFFICE OF MANAGEMENT AND BUDGET
OPB	OUTSTANDING PRINCIPAL BALANCE
P&I	PRINCIPAL AND INTEREST
PIH	PUBLIC AND INDIAN HOUSING
PTS	POOL TRANSFER SYSTEM
PPA	POOL PROCESSING AGENT
PWS	PERFORMANCE WORK STATEMENT
QMS	QUARTERLY MANAGEMENT SUMMARY REPORT
REMIC	GINNIE MAE REAL ESTATE MORTGAGE INVESTMENT CONDUIT
RFI	REQUEST FOR INFORMATION
RFP	REQUEST FOR PROPOSALS
RFS	REPORTING AND FEEDBACK SYSTEM
RD	RURAL DEVELOPMENT OF THE U.S. DEPARTMENT OF AGRICULTURE
RPB	REMAINING PRINCIPAL BALANCE
SAS NO70	STATEMENT OF AUDITING STANDARDS
SCRA	SERVICEMEMBER'S CIVIL RELIEF ACT
SDM	HUD'S SYSTEM DEVELOPMENT METHODOLOGY
SIFMA	SECURITIES INDUSTRY AND FINANCIAL MARKETS ASSOCIATION
SOO	STATEMENT OF OBJECTIVES
SOW	STATEMENT OF WORK
SSDD	SOURCE SELECTION DECISION DOCUMENT
SSO	SOURCE SELECTION OFFICIAL
SSP	SOURCE SELECTION PLAN
STA	STOCK TRANSFER ASSOCIATION
TEP	TECHNICAL EVALUATION PANEL
TLI	TARGETED LENDING INITIATIVE
TRM	TECHNICAL REFERENCE MODEL
TRR	TECHNOLOGY REFRESH REPORT
VA	DEPARTMENT OF VETERANS AFFAIRS
WAN	GINNIE MAE'S WIDE AREA NETWORK
WEB	WORLD WIDE WEB
WEB EDI	WEB ELECTRONIC DATA INTERCHANGE
WEB IEDS	WEB ISSUER EXCEPTION DATA SYSTEM
WEB IIS	WEB ISSUER INFORMATION SYSTEM

C.2.09 PLACE OF PERFORMANCE

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The place of performance for this Contract will be the Contractor’s work site. However, performance may require travel and work performed at Ginnie Mae facilities or other work sites. Key personnel are required to be located at the Contractor’s work site that will be:

- (a) Available to attend meetings at Ginnie Mae by telephone or personal visit;
- (b) Responsible, in whole or in part, for overall coordination of a project;
- (c) In a position to, in whole or in part, coordinate all system-related interfaces and manage associated risk; and
- (d) Responsible, in whole or in part, for overall customer service.

C.3 STATEMENT OF WORK

C.3.01 TRANSITION-IN

Item 0001

TASKS

The Contractor shall:

- (a) Successfully transition-in the contract services within five (5) months of contract award;
- (b) Maintain infrastructure and systems for production, development, disaster recovery, and testing. All sites must be Certified and Accredited by NIST standards within the five-month transition period by Ginnie Mae. This includes all GFP and Contractor-provided hardware and software that will be utilized to process any information on behalf of Ginnie Mae or the Government;
- (c) Provide a five-month transition-in plan with clear deliverables, milestones and dates that are thorough and comprehensive. The Contractor shall identify any potential risks and propose mitigation strategies to address any identified risks during the transition-in period; and
- (d) Demonstrate readiness and ability to perform all processes and functions required under the SOW prior to final contract implementation including the disaster recovery test. The Contractor shall provide certification of readiness and documentation to support and demonstrate a complete and accurate transition-in period.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.3.02 INFORMATION TECHNOLOGY

Item 0002 and if exercised Option Items 0102 and 0202

The Contractor shall perform all IT-related functions required in the Statement of Work (SOW) using a combination of Ginnie Mae Government-furnished Information Technology System Applications (GFITSA) (listed in Section H of this contract) and Contractor-furnished Property (CFP). The functions described in this statement of work include maintaining Ginnie Mae data, various records and databases in a compliant, secure, and efficient manner. The Contractor shall enhance develop, maintain and manage Ginnie Mae’s proprietary data and automated systems. The Contractor shall provide other necessary support services required by Ginnie Mae. In carrying out these functions, the Contractor shall, unless otherwise provided in Section H of this contract, provide its own automated and/or manual systems to ensure secure access, accurate and timely processing and reporting for each activity covered in the statement of work.

TASKS

The Contractor shall:

- (a) Be in compliance with IT security requirements and comply with all terms and conditions of the contract throughout the term of the contract with respect to all data and information technology requirements. The Contractor shall use, maintain, enhance, develop and upgrade all information technology (hardware, software and connectivity) and system documentation under this contract in accordance with federal laws, regulations, and best commercial practices. This includes, but is not limited to, the Federal Information Security Management Act (FISMA), the Clinger-Cohen Act, the Government Paperwork Reduction Act, the Government Paperwork Elimination Act, Office of Management and Budget Circulars A-130, A-127, and A-123, and Department of Housing and Urban Development regulations, handbooks and policies, applicable Ginnie Mae handbooks, policies, procedures now existing or adopted in the future. The Contractor shall continue to perform all information technology work under this statement of work in accordance with all current and new applicable statutes, regulations, policies or guides as they evolve over the term of the contract.
- (b) Follow the Department of Housing and Urban Development’s (HUD’s) System Development Methodology (SDM) and industry best practices in the analysis, design, development, testing and implementation of proposed new systems and/or the enhancement to existing systems. Exceptions may be granted by the GTR in conjunction with the CIO if the Contractor’s methodology is more advanced or provides additional value that may be beneficial to Ginnie Mae.
- (c) Review and update system documentation to ensure accuracy, compliance and completeness.
- (d) Fulfill the requirements of the Software Engineering Institute (SEI) Capability Maturity Model Integration (CMMI) Level II certification during the first six (6) months of the contract. Provide a copy of the SEI CMMI certificate upon completion of the independent assessment, and demonstrate at least Level II certification to the GTR every twelve (12) months for the remaining life of the contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

(e) Provide biometric fingerprint technology hardware/software or any other Ginnie Mae approved hardware/software to new and existing Issuers and Document Custodians for necessary processes required to support this contract. The Contractor shall also provide electronic telecommunication connections with:

- Ginnie Mae, including backups,
- The Federal Reserve Bank of New York,
- Sector Inc., and
- Ginnie Mae’s MBS Administration Agent (MBSAA), which facilitates the MBS issuance process and the oversight of Ginnie Mae MBS Issuers and Document Custodians.

(f) The Contractor shall provide to both the GTR and CIO hard and electronic copies of a recommended Technology Refresh Report (TRR) to support the processes within the scope of this SOW. This TRR shall include potential upgrades required to Ginnie Mae GFP and non-GFP on an annual basis. Ginnie Mae will decide whether to accept the report. At a minimum, the Technology Refresh Report shall contain the following information:

- A detailed description of the differences between the existing contract items and/or services and those proposed, as well as a specific analysis of the comparative advantages and disadvantages of the existing and proposed items;
- A statement as to how the technology refresh will affect performance, and costs such as lease vs. buy, etc., if adopted;
- An evaluation of the effects the technology refresh would have on Life-Cycle-Costs, such as existing services, site modification, energy, etc;
- An analysis of the amount of effort required to complete modifications, upgrades or enhancements relating to the technology refresh;
- Intended upgrades to software and hardware, particularly when the software and hardware would no longer be supported pursuant to the technology refresh report or the capacity for efficient processing is constrained and will negatively impact Ginnie Mae’s operations;
- An implementation plan for the changes the Contractor shall make as a result of the Technology Refresh Report; and
- Identification of any risks associated with any of the suggested changes.

(g) Submit business cases for any Contractor-developed or Ginnie Mae-requested technology improvements to GTR and appropriate GTM. Ginnie Mae will review and agree to all requested technical improvements prior to implementation. All technology improvements are based on Ginnie Mae’s ongoing operational needs and requirements. The Contractor shall lease all hardware when it is determined by Ginnie Mae to be in the best interest of the Government, and software shall be leased or purchased, depending on the availability to lease, or provide hardware/software to support this contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

- (h) Operate, maintain, develop and enhance the Government-furnished systems applications. The Contractor shall provide technical support relating to the development, enhancement, or upgrade of GFP and non-GFP, including technical support, user training, system training, and on-line help system documentation.
- (i) Make enhancements to existing Contractor-furnished or Government-furnished systems applications, develop new Contractor-furnished system applications and provide technical assistance on new and existing Contractor-furnished or Government-furnished system applications. The Contractor shall make minor enhancements of 400 hours or less per enhancement as part of the effort under this item. For any enhancements, the Contractor shall prepare and provide all documentation required by the HUD System Development Methodology (SDM). The Government has data rights to the enhancements of the Contractor-furnished or Government-furnished system applications in accordance with the data rights clauses included in this contract.
- (j) Modify, develop or enhance all approved enhancements or upgrades requiring more than 400 hours. The Contractor shall provide Information Technology services utilizing a robust IT infrastructure. Services include, but are not limited to, the use of administration, and maintenance of databases, storage management, providing and maintaining servers and data accelerators, capacity planning, business application operation system platforms, and performance management and usage tools. The Contractor shall comply with IT architecture that complies with the Federal Enterprise Architectural Program Management Office's (FEAPMO) Technical Reference Model (TRM), so that Ginnie Mae can satisfy its stated and derived business requirements.
- (k) Maintain connections and technical expertise in connecting with Ginnie Mae's WAN through network administration, monitoring, and managing of devices and connections. This includes troubleshooting connectivity issues. The Contractor shall assist in maintaining and coordinating connectivity to the HUD Local Area Network (LAN) by working with Ginnie Mae and other Contractors.
- (l) Develop and present the network topology and management plan the Contractor shall use to maintain telecommunication connectivity, file transfers and interoperability between Ginnie Mae and its business partners' telecommunication networks. The network management plan shall be submitted to the GTR and appropriate GTM and provide detailed information about the network administration, maintenance schedules and tasks.
- (m) Maintain documentation to support all system edits.

C.3.02.01 DISASTER RECOVERY AND CONTINUITY OF OPERATIONS

Item 0002 and if exercised Option Items 0102 and 0202

Executive Order 12656 of February 1996, the Computer Security Act of 1987 and OMB Circular A-130 mandate that a disaster recovery plan for all U.S. Government information resources be maintained. In short, this contingency planning develops strategies for rapid recovery of mission critical information to enable mission essential operations under this SOW within four (4) hours following the disaster.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

TASKS

The Contractor shall:

- (a) Deliver the Disaster Recovery Plan within 30 days of contract award. Prior to implementation of the new Disaster Recovery Plan, the Contractor shall fully test and pass the Disaster Recovery Test according to NIST standards within the five (5) month transition-in period.
- (b) Develop a Continuity of Operations Plan (COOP) and provide documentation to support the essential business processes performed by this contract in compliance with all Federal laws and regulations. The Contractor shall validate COOP testing, training and exercises on an annual basis and provide the results to Ginnie Mae. The Contractor shall define the scope of the test and provide an after test report on the status of the test and the recommendation for COOP changes. Any problems and identified recommendations must be corrected within three (3) months from the date of the test. The COOP test will not eliminate the requirement for the separate disaster recovery tests.
- (c) Provide, maintain and operate a disaster recovery site(s) within the first (7) seven months of the contract award that will also support the continuity of Ginnie Mae operations in the event of a catastrophic event. This site will have the capability to provide services up to Level-4 COOP site functionality to sustain Ginnie Mae's essential business processes. This site will serve as one of the Disaster Recovery (DR) sites for the Contractor. This DR and COOP site shall be in a secured facility with armed guards, and back-up telecommunication providers/services. The Contractor shall provide this secure 24/7 COOP service with enough workspace for five (5) Ginnie Mae COOP Emergency Response Group (CERG) members. The Contractor shall establish a COOP communication strategy. The Contractor shall also develop a temporary COOP plan to mitigate any risk associated with Ginnie Mae's essential business processes until the DR site capability can support a Level-4 COOP event. The Contractor shall develop and submit an executable strategy to ensure Ginnie Mae's continuity of operations with the Federal Reserve Banks to honor Ginnie Mae's Full Faith and Credit payment obligation.
- (d) Implement and maintain a detailed disaster recovery plan that outlines the steps and communication strategy necessary to ensure that all work under the SOW continues uninterrupted.
- (e) Develop and perform a semi-annual testing of the Disaster Recovery Plan. Once complete, communicate any deficiencies in the plan to the GTR or appropriate GTM.
- (f) Provide the necessary human resources, facilities (work site, hardware, software, peripheral equipment, line charges, etc) and backup power sources to maintain and operate the disaster recovery site to ensure continued operations in the normal course of performing this Statement of Work.
- (g) Participate in COOP drills as called for by Ginnie Mae. Authorization to participate in COOP drills will be designated by the GTR.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.3.02.02 DEVELOPMENT AND ENHANCEMENT OF INFORMATION TECHNOLOGY

Item 0019 and if exercised Option Items 0119 and 0219

Under this IQ/FUR line item, the Government may order supplies or services associated with the overall effort under Items 0001 through 0016 and if exercised Option Items 0101 through 0216. The following is information regarding some of the services that may be ordered.

If ordered under a Task Order, the Contractor shall make major enhancements to existing Ginnie Mae proprietary systems applications or CFP, or including development of new state of the art information technology solutions to support Ginnie Mae business needs in excess of 400 hours per enhancement.

The Government shall have data rights to all enhancements ordered under this line item in accordance with the data rights clause of the contract. All enhancements and development must be done in accordance with the HUD System Development Methodology (SDM) as defined in the Task Order.

TASKS

The Contractor shall provide the following services for each approved IT enhancement or development:

- (a) Manage and monitor each project activity and communicate the project status to the GTR and appropriate GTM in writing.
- (b) Prepare draft approval reports, which record the authorization by the GTR for the technical change request to be completed.
- (c) Perform requirements and benefits analysis for each enhancement.
- (d) Perform analysis, design, development of enhancements, modifications, and implement enhancements to existing systems.
- (e) Perform analysis, design, and development for proposed new systems, products and processes.
- (f) Perform coding changes to accomplish the functional change to software systems required by enhancements. Design, develop and implement enhancements to existing systems.
- (g) Update or develop user and training manuals and other related documentation. This will include the design and development of training and training manuals.
- (h) Design and develop test plans for each enhancement, conduct the test and report the results to the GTR and appropriate GTM.
- (i) Reply to requests for data and data research.
- (j) Perform quality assurance activities to ensure that a high quality enhancement is produced that are free from defects.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

- (k) Provide the hardware and software upgrades to support new business needs.
- (l) Perform all project management activities in accordance with industry best practices for IT development, upgrades and enhancements.
- (m) Upgrade or implement new technologies to support existing or new programs and products, including communication lines, peripheral equipment, etc.
- (n) Maintain and update system documentation.

C.3.02.03 CONFERENCES, TRAINING, TRAVEL, AND TECHNICAL ASSISTANCE

Items 0018, 0018AA, 0018AB and if exercised Option Items 0118, 0118AA, 0118AB and 0218, 0218AA, 0218AB

When ordered by Task Order, the Contractor shall provide technical assistance and analysis support to Ginnie Mae and Ginnie Mae’s customers, incorporating industry best practices and recommendations regarding the operations of Ginnie Mae’s Mortgage-Backed Securities and Multiclass Programs.

The Contractor shall provide training and technical updates that describe Ginnie Mae processes and procedures related to the work performed under the Contract.

Contractor personnel shall assist Ginnie Mae at industry conferences and issuer/industry training sessions with respect to this work. The Contractor shall be responsible for developing and providing training and/or technical assistance on the processes and systems used in performing the work under this Contract.

TASKS

The Contractor shall:

- (a) Assist Ginnie Mae in responding to inter-agency data requests and participating with Ginnie Mae on inter-agency planning committees and other technical and industry groups;
- (b) Assist Ginnie Mae business partners with on-site IT technical expertise if required at the business partners site;
- (c) Provide Ginnie Mae’s business partners with technical expertise related to installations and operation of Ginnie Mae proprietary business applications;
- (d) Provide analysis related to implementation of new products and programs related to Ginnie Mae’s MBS programs;
- (e) Provide Ginnie Mae assistance in e-commerce/e-government initiatives. This includes supporting new and existing business process improvements and new products and programs;

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

- (f) Coordinate with Ginnie Mae and HUD on telecommunication requirements to support Ginnie Mae; and
- (g) Train system users on enhancements to systems.

C.3.02.04 DATABASE: MAINTENANCE OF MASTER AGREEMENTS, RESOLUTION OF BOARD OF DIRECTORS, AND CERTIFICATE OF AUTHORIZED SIGNATURES

Item 0002 and if exercised Option Items 0102 and 0202

The Contractor shall maintain, in electronic form, a Ginnie Mae proprietary database of all current, executed “Master Agreements” (various HUD forms) and “Resolution of Board of Directors and Certificate of Authorized Signatures” (form HUD 11702). The Contractor shall update or change the database based on the data on the forms listed below and received electronically from Ginnie Mae Issuers. One of the purposes of the database is to enable Ginnie Mae to efficiently verify that the person submitting documents to Ginnie Mae for the issuance of securities is authorized to do so. If no changes are required to the information in the most recently submitted version of the Master Agreements or form HUD 11702, the Issuer may provide a written certification to that effect. The Issuer must submit the certification in either paper form or electronically using GinnieNET. The Contractor shall update the database to reflect that an acceptable certification was received and shall notify Ginnie Mae regarding Issuers who fail to fulfill this requirement as stated in the Ginnie Mae MBS Guide.

TASKS

The Contractor shall:

- (a) Include in the electronic database the following Master Agreement forms:
 - Form HUD 11715, Master Custodial Agreement (CU)
 - Form HUD 11709, Master Agreement for Servicer’s P&I Custodial Account (P&I)
 - Form HUD 11720, Master Agreement for Servicer’s Escrow Custodial Account (T&I)
 - Form HUD 11707, Master Servicing Agreement (SA)
 - Form HUD 11702, which provides Ginnie Mae with the names of Officers that are authorized to execute documents on behalf of the Issuer.
- (b) Maintain and update selected information for each Issuer in the database for each Master Agreement form and form HUD 11702. The database must enable Ginnie Mae to utilize the information required to electronically track individuals who have authorization to conduct business with Ginnie Mae. The Contractor shall use the Government provided Master Agreement database to perform the following functions:
 - (1) Identify the Issuers that have and do not have updated Master Agreements and forms HUD 11702 on file;
 - (2) Track expiration dates of Master Agreements and forms HUD 11702;
 - (3) Identify Issuer contact for renewal of Master Agreements;
 - (4) Provide written notification to Issuers 45 days prior to expiration of Master Agreements and forms HUD 11702;

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

- (5) Provide written confirmation to Issuers of receipt and approval of Master Agreements and forms HUD 11702;
- (6) Verify individual names and titles of persons on the forms HUD 11702 that have signing authority for the Issuer;
- (7) Verify that custodial accounts and Document Custodians for new Issuers and transfers of servicing rights are properly established by the appropriate Master Agreement;
- (8) Provide system generated status reports when requested by staff of Ginnie Mae;
- (9) Provide Ginnie Mae’s MBS Administration Agent with an electronic file of all Document Custodian transfers each month; and
- (10) Verify that the form HUD 11702 for each Issuer complies with Ginnie Mae requirements.

(c) Notify the Government Technical Representative (GTR) of all Issuers that have not submitted their annual renewal (or certification) of the Master Agreements and forms HUD 11702 within thirty (30) days prior to renewal and five (5) business days after the renewal date.

(d) In addition to the annual renewal or certification of the Master Agreements and forms HUD 11702, Issuers will, from time to time, change Account Custodians, Document Custodians and Servicers. The Contractor shall update the database to reflect these changes. Changes in Document Custodians can be submitted through GinnieNET. Other changes must be submitted in paper form to the Contractor. The Contractor shall review changes for accuracy/completeness, provide Issuers with written approval of requested changes, and update the database containing Master Agreements and forms HUD 11702.

(e) Image the Master Agreements and the forms HUD 11702 as part of its archiving process. See Section C.3.15 for more information on imaging requirements.

C.3.02.05 UPDATE GINNIE MAE CONTACT INFORMATION

Item 0002 and if exercised Option Items 0102 and 0202

TASKS

The Contractor shall:

Maintain current names, addresses and key contacts of issuers and others associated with the Ginnie Mae program concerning new pool issuances and RPB follow-up, in a central database, using Ginnie Mae’s EWODS.

C.3.02.06 MAINTAIN ELECTRONIC DATA INTERCHANGE SYSTEM AGREEMENTS AND GOVERNMENT NATIONAL MORTGAGE ASSOCIATION GINNINET AUTHORIZED SIGNATORIES

Item 0002 and if exercised Option Items 0102 and 0202

TASKS

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The Contractor shall:

- (a) Receive and review the following documents for completeness: Electronic Data Interchange System Agreement (EDI), GinnieNET Authorized Signatories for the Issuer’s Document Custodians, and the Enrollment Administrator and GinnieNET Authorizes Signatories for the Issuer personnel.
- (b) Execute the EDI Agreement and provide a copy of the executed agreement to the Issuer. The Issuer may be required to submit revised forms for the Authorized Signatories as personnel and Document Custodians change. The Contractor shall process the changes as they occur. The Contractor shall maintain the above three documents in paper form.

C.3.03 COMMITMENT AUTHORITY PROCESSING

Item 0002 and if exercised Option Items 0102 and 0202

Prior to sending pools of mortgages to Ginnie Mae for MBS issuance, Issuers must obtain pool numbers and sufficient commitment authority from Ginnie Mae to cover the dollar amount of the MBS to be issued.

TASKS

The Contractor shall:

- (a) Process requests from Issuers for pool numbers, unique loan identification numbers, and commitment authority.
- (b) Once approval has been granted by the appropriate Ginnie Mae Account Executive, enter each commitment authority request into the New Pool Processing System the day of receipt for acceptance or rejection by a Ginnie Mae Account Executive.
- (c) Enter each pool number request into the New Pool Processing System and issue the requested pool numbers, as well as a sufficient number of unique Ginnie Mae Loan Identifiers.
- (d) Validate that the correct commitment fee was collected.
- (e) For commitment authority, the Contractor shall perform a daily cash reconciliation of the amount of funds versus the amount of money that is required to be paid based on the Ginnie Mae required fee schedule for the amount of commitment authority requested.
- (f) Notify Issuers of the amount of commitment authority, unique loan identifiers, and pool numbers approved by mail or electronic notification.
- (g) Contractor shall report the expected life of unused pool numbers to the GTR annually.

C.3.03.01 POOL PROCESSING AND POOL CERTIFICATIONS - (GINNIE MAE I AND GINNIE MAE II)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Item 0002 and if exercised Option Items 0102 and 0202

Prior to issuance of MBS securities, the Contractor shall receive and review all required pool and loan package information for completeness and accuracy and verify that the pool meets Ginnie Mae's pooling requirements as outlined in the Ginnie Mae MBS Guide. The Contractor shall complete the review within the time periods specified by Ginnie Mae (See Section 3.05.05 below)

TASKS

The Contractor shall:

- (a) Assign a CUSIP number or numbers (serial note pools) to the pool for identification purposes,
- (b) Update the Ginnie Mae Central Registry,
- (c) Issue a Ginnie Mae MBS in either book entry or physical form,
- (d) Forward the security electronically to the Depository for settlement, or if a physical security is requested, make arrangements for the physical certificate to be picked up, and
- (e) Work with the FRBNY to resolve any problems related to security settlement.
- (f) For each new serial note pool, the Contractor shall develop a CUSIP number relationship table currently in IPMS for the pool, each serial note segment and unit. Each serial note issue will consist of at least 100 consecutively numbered units of \$25,000, except the last unit, which may be issued in a principal amount greater than \$25,000 but less than \$50,000.
- (g) Monitor the availability of pool numbers to ensure that adequate supplies of pool numbers are available to meet the demand for the issuance of all single class MBS and Multiclass Platinum securities. This shall include taking into consideration necessary lead-time to make system enhancements, if necessary.
- (h) Acquire and maintain the most current version, during the life of the contract, a site license for Geo Scan Libraries. This site license is required to operate GinnieNET.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.3.03.02 POOL SUBMISSION BY ISSUERS

Item 0002 and if exercised Option Items 0102 and 0202

In accordance with the MBS Guide, an Issuer is required to submit pool and loan packages to the Contractor in sufficient time to allow for processing, as outlined in Section C.3.05.05, below. The pool processing time begins the day on which the Contractor receives all the information necessary to process the pool including certification by the document custodian, provided the data is received prior to 9:00 P.M., Eastern Standard Time (EST) for pools submitted electronically or received by 5:00 P.M. EST for pools submitted in paper form. Pools received after the above time frames shall be processed in the next processing cycle. Issuers must submit all information required by the MBS Guide (except for the prospectus in the case of pools submitted using GinnieNET and multiple Issuer pools; see Section 3.05.07), and specify the appropriate program under which the MBS is to be issued (e.g., Ginnie Mae I or Ginnie Mae II). For paperless pools or loan packages submitted using GinnieNET, the Contractor shall prepare the prospectus. Upon request, the Contractor shall deliver one copy of the prospectus to the requester.

- (a) With few exceptions, Issuers submit pool packages electronically through Ginnie Mae’s proprietary GinnieNET system. If an Issuer chooses not to use GinnieNET for the submission, it must submit its pool packages, in paper form, directly to the Contractor’s facilities for processing. Ginnie Mae II loan package requests, including all HMBS pools, may only be submitted through GinnieNET.
- (b) Prior to submitting pool or loan package documents to the Contractor, the Issuer must submit the loan documents to the designated Document Custodian for initial or final certification. GinnieNET allows an Issuer’s designated Document Custodian to electronically certify to the Contractor that the pool or loan package meets applicable certification requirements. If an Issuer does not use GinnieNET, the Issuer or Document Custodian mails or delivers confirmation of initial or final certification to the Contractor. See Section C.3.06 for more information on certifications.
- (c) To certify pools, the Issuer or Document Custodian must forward the proper documentation to the Contractor in accordance with the certification deadlines specified in the MBS Guide. See Section C.3.06 for more information on certifications.

C.3.03.03 DRAW DOWN OF COMMITMENT AUTHORITY

Item 0002 and if exercised Option Items 0102 and 0201

TASKS

The Contractor shall:

- (a) Record receipt on Ginnie Mae’s systems of pools or loan packages submitted for MBS issuance. Upon receipt of the Issuer’s pool or loan package request, the Contractor shall reserve the pool number from the Issuer’s allotment of available numbers, and shall deduct from the Issuer’s available commitment authority balance an amount equal to the requested pool or loan package amount;

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

(b) Upon approval of the pool or loan package submissions, pursuant to the review requirements listed in Section 3.03.05 below, prepare and deliver the Ginnie Mae MBS in accordance with instructions on the form HUD 11705; and

(c) In the event the Contractor returns any pool or loan package documents to an Issuer for corrections, provide Ginnie Mae with a report listing the Issuer, pool/loan package number, defective document and reason for return, as soon as possible, but no later than one business day following such action. If the pool or loan package is returned, the Contractor shall make the commitment authority and pool number available for future use by the Issuer.

C.3.03.04 POOL SUBMISSION WITH IMMEDIATE TRANSFER (PIIT)

Item 0002 and if exercised Option Items 0102 and 0201

As part of the pool submission process and immediately upon MBS issuance, Issuers have the option to either (1) issue the pool or loan package and retain the mortgage servicing rights; or (2) issue the pool or loan package and immediately transfer (sell) the servicing rights of the MBS to another Ginnie Mae Issuer (purchaser) in good standing. To request an immediate transfer with a pool submission, the Issuer submits the necessary transfer documentation as part of its pool submission. This includes an Assignment Agreement. The pool must be submitted electronically using GinnieNET. At issuance, both the seller and purchaser must be eligible to pool the loans. Not all pool types are eligible for immediate transfer upon issuance; see MBS Guide for further details.

TASKS

The Contractor shall:

(a) If the seller is not eligible to pool loans, the Contractor rejects the pool submission and returns the pool documents to the seller.

(b) If the seller is eligible but the purchaser is not eligible, the Contractor issues the MBS under the seller's Issuer number and the seller retains the mortgage servicing rights.

(c) Oversee all pool submissions with immediate transfers, to ensure that the Issuer of record for the pools is eligible to accept those pools.

C.3.03.05 NEW POOL PROCESSING REVIEW AND TIMETABLE

Item 0002 and if exercised Option Items 0102 and 0201

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

TASKS

The Contractor shall:

(a) Complete its review process and approve or reject a pool or loan package submission within the following time periods:

Ginnie Mae I

Pool Type	Business Days				Type of Submission
	CY1	CY2	CY3	CY4-5	
SF (only)	2	1	½	¼	Electronic
MH, BD, GP	2	1	½	¼	Electronic
SF, BD, MH, GP	5	5	5	5	Non-electronic
CL/PL, CS/PN, LM, LS, RX	2	1	½	¼	Electronic
CL/PL, CS/PN, LM, LS, RX	3	3	3	3	Non-electronic
SN	2	1	½	¼	Electronic
SN	8	7	6	5	Non-electronic

CY = Contract Year

Ginnie Mae II

Pool Type	Business Days				Type of Submission
	CY1	CY2	CY3	CY4-5	
Multiple Issuer Pools					
SF, MH, GP, AR, AQ	3	2	1	½	Electronic
Custom Pools					
MH, GP, AR	2	1	½	¼	Electronic
SF, MH, GP, AR	5	5	5	5	Non-electronic

CY = Contract Year

The Contractor shall process all pools within the time frames stated above for each respective contract year (CY). The reduced processing time assumes that other Ginnie Mae business partners will be able to accommodate the reduced processing time frames. The Contractor shall work with other Ginnie Mae business partners to reduce processing time.

(b) The Contractor shall review all pool information sent to it under Section C.3.03.02 and C.3.03.04, where applicable, to determine the following:

- The loans in the pool, as well as the overall contents of the pool, meet Ginnie Mae’s pooling requirements as outlined in the MBS Guide;
- All documents required for that pool type, as described in the MBS Guide, are present and executed in accordance with form HUD 11702;
- The Issuer is eligible to issue the MBS pool type indicated on form HUD 11705;
- All information submitted conforms with Ginnie Mae program standards as set forth in the MBS Guide, as well as Ginnie Mae’s pool processing procedures;
- No errors or inconsistencies appear on the submitted information; and

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

- When pools are submitted in paper form, all forms used in preparing the submission are the current version of the form.

- (c) The Contractor shall calculate the proper guarantee fee that the Issuer is to pay Ginnie Mae monthly over the life of the pool. Pools that meet Ginnie Mae’s Targeted Lending Initiative (TLI) requirements are assigned lower guarantee fees. The Contractor shall have available regularly updated research services (GEO SCAN) to assist in determining whether a pool meets Ginnie Mae’s targeted lending criteria.

- (d) If the pool meets the above Ginnie Mae requirements, the Contractor shall sign the form HUD 11705, “Schedule of Subscribers and Ginnie Mae Guaranty Agreement,” and either forward the pool to the FRBNY for settlement (book entry security) or issue a physical certificate for delivery to the security holder listed on the form HUD 11705. Physical certificates shall not be issued during normal processing.

- (e) Ginnie Mae II Multiple Issuer Pool program aggregates loan packages from more than one Issuer to comprise a pool. There is no limit to the number of Issuers in a Multiple Issuer Pool or to the size of the original aggregate amount. The Contractor shall perform the following functions to form Multiple Issuer Pools:
 - Group completed loan packages by maturity term, security rate and security margin (where applicable);
 - Re-inspect each loan package for consistency in pool header information;
 - Verify generated system report totals with Multiple Issuer Pool original aggregate amounts, and maturity terms against form HUD 11705’s; and
 - Generate a prospectus for each Issuer participating in a Multiple Issuer Pool.

- (f) The Contractor shall issue certificates or securities for new pools in accordance with Section C.3.06.03.

- (g) At least weekly, the Contractor shall provide to Ginnie Mae’s Data Collection and Risk Management Agent, in electronic form, information on the single family and multifamily loans, including but not limited to: FHA, VA, RD, and PIH case numbers for all loans placed in pools that week.

- (h) The Contractor shall provide the GTM with a Ginnie Mae Weekly Pool Issuance Report of all pools issued the previous week.

- (i) In the event of a disaster or an event that triggers a disaster recovery/continuity of operation requirements, the Contractor shall have an efficient means to process all new pools submitted in paper form.

C.3.03.06 DEFECTS

Item 0002 and if exercised Option Items 0102 and 0201

Ginnie Mae will provide the Contractor with a list of criteria to be used in determining whether a loan and/or documents shall be deemed defective. Ginnie Mae may revise this list from time to time.

TASKS

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The Contractor shall:

- (a) Notify the Issuer within two business hours of discovery of all defects in the pool submission documents. If the correction can be made through the Ginnie Mae “Help Desk,” the Contractor shall give the Issuer the option to either use the Help Desk or submit corrected document(s) (See Section C.3.03.08). If the Issuer does not cure the defects in sufficient time for the Contractor to process the pool prior to the scheduled delivery date, the Contractor shall not approve the MBS issuance.
- (b) For pool or loan package submissions with defects that cannot be cured by the Issuer, the Contractor shall return the defective pool or loan package submission to the Issuer within one business day upon the Issuer’s request.

C.3.03.07 MULTIPLE ISSUER POOLS PROSPECTUS

Item 0002 and if exercised Option Items 0102 and 0202

TASKS

The Contractor shall:

- (a) Assign the Multiple Issuer Pool (MIP) number, for approved loan packages, before the Securities Industry and Financial Markets Association established settlement date;
- (b) Notify Issuers of the MIP numbers assigned to their loan packages by electronic notification; and
- (c) Prepare and execute, on the Issuer’s behalf, the prospectus for each MIP security by including information from the Issuers’ loan package submissions in the HUD Form Prospectus for multiple Issuer pools. Upon request, the Contractor shall deliver a copy of the prospectus to the requester.

C.3.03.08 GINNIE MAE HELP DESK

Item 0003 and if exercised Option Items 0103 and 0203

TASKS

The Contractor shall:

- (a) Provide a “Ginnie Mae Help Desk” for the purpose of correcting minor errors to Issuer’s pool submissions; and
- (b) Make authorized corrections to pool documents only after receiving written authorization from the Issuer to make the correction(s). Some of the most frequent errors corrected through the Help Desk include: incorrect delivery instructions, incorrect aggregate original principal balance of the pool, incorrect fixed installment control amount, incorrect issue date, etc.

C.3.03.09 RECORDS

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Item 0002 and if exercised Option Items 0102 and 0202

TASKS

The Contractor shall:

Maintain appropriate records of all information received from Issuers under Section C.3.03.01, together with the prospectus prepared by the Contractor in the case of pools submitted through GinnieNET and multiple Issuer pools. See Section C.3.15 for record retention requirements.

C.3.04 PROCESS REQUESTS FOR TRANSFER OF SERVICING

Item 0004 and if exercised Option Items 0104 and 0204

The Contractor shall receive and process Issuer requests to transfer mortgage-servicing rights to other Ginnie Mae Issuers in good standing. The Contractor will have access to Ginnie Mae's proprietary Integrated Pool Management System (IPMS). The IPMS Pool Transfer module is used for processing pool transfer requests.

TASKS

The Contractor shall verify that:

- (a) All required information has been received and properly executed,
- (b) All pools being transferred meet Ginnie Mae program requirements as outlined in the Ginnie Mae MBS Guide, Section 21-8, and
- (c) All required Ginnie Mae servicing transfer fees have been paid.

Ginnie Mae Account Executives will verify that the purchasing Issuer is eligible to receive the transfer. Upon receipt of notification that Ginnie Mae has approved the transfer,

The Contractor shall:

- (a) Sign and mail to the buyer and seller a copy of the assignment agreement and letter reflecting Ginnie Mae's approval;
- (b) Update the central registry, a subsystem of Ginnie Mae's proprietary Generalized Mortgage-Backed Securities System;
- (c) Update Ginnie Mae's proprietary IPMS Pool Reporting module;
- (d) Provide Ginnie Mae's MBS Administration Agent (MBSAA) with an electronic file of all pools transferred, including changes in Document Custodians;

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- (e) Image and index pool transfer documents. See Section C.3.15 for more information on record retention;
- (f) Wire all accumulated fees received over \$1,000 to the Ginnie Mae Office of Finance the next business day; and
- (g) Provide a copy of the monthly Pool Transfer System (PTS) Monthly Federal Wire summary of funds credited and debited from the Ginnie Mae PTS account, to the Office of Finance.

C.3.05 COLLECTION, ANALYSIS AND REPORTING OF POOL CERTIFICATION

Item 0005 and if exercised Options Items 0105 and 0205

No later than one year after security issuance, an Issuer's Document Custodian must certify that it has in its possession all required mortgage documents, in proper form, related to all pools or loan packages issued by the Issuer (final certification). When mortgage documents that have already been final certified are transferred from one Issuer to another Issuer or from one Document Custodian to another Document Custodian, the post-transfer Issuer of record is required to have its Document Custodian certify that it has obtained all of the required mortgage documents in its possession and that the documents are in proper form (recertification).

TASKS

The Contractor shall:

- (a) Manually process all final certifications and recertifications submitted in paper form.
- (b) Receive certifications (both final certifications and recertifications) from Issuers or Document Custodians. The Contractor shall update Ginnie Mae's certification records on a per pool basis. Both forms of certification can be submitted using GinnieNET. However, for final certifications, the pool must have been originated on GinnieNET on or after May 1, 1998. Otherwise, paper documents must be submitted to record the final certification of the pool.
- (c) Upon receipt of each final certification or recertification, review each certification to verify the Issuer name, pool or loan package number being certified, and that the Document Custodian has provided its certification. If the certification is acceptable, the Contractor shall record the date the pool was certified.
- (d) Upon acceptance of each final certification or recertification, update each pool's final certification or recertification status on Ginnie Mae's IPMS Pool Reporting module.
- (e) Upon acceptance of each final certification or recertification, provide the Issuer with a report listing the pool numbers and dates the Contractor accepted the certification.
- (f) Provide all active Issuers with a reconciliation report indicating all pools serviced by each Issuer along with the final certification or recertification status of each Issuer's pools. The Contractor shall provide this report to all Issuers on a quarterly basis, or upon Ginnie Mae's request.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

(g) Track each Issuer’s compliance with Ginnie Mae’s final certification and recertification requirements on a per pool basis. The Contractor shall determine which Issuers are delinquent in meeting their final certification and recertification requirements and notify the Issuers in writing when they exceed the final certification and recertification thresholds, as set forth in the MBS Guide, and when Issuers are required to post letters of credit with Ginnie Mae. The Contractor shall hold and safeguard these letters of credit and provide a report as requested. The Contractor shall notify Ginnie Mae on a monthly basis of each Issuer’s compliance with Ginnie Mae’s certification and recertification requirements. Also, the Contractor shall notify Ginnie Mae both 60 days and 30 days prior to the expiration of a letter of credit in order to allow sufficient time to have the letter of credit renewed, where appropriate.

(h) Upon acceptance of each final certification or recertification by the Contractor, image and index the certification document. See Section C.3.15.

(i) Include all Final certifications and recertifications that are received through GinnieNET in Item 0002 and if exercised Option Items 0101 and 0201.

C.3.06 ISSUING AND AUTHENTICATING MBS CERTIFICATES

C.3.06.01 PREPARATION OF SECURITIES

Item 0002 and if exercised Option Items 0201 and 0202

TASKS

The Contractor shall:

- (a) Act as Ginnie Mae’s transfer agent to prepare securities on Ginnie Mae’s behalf.
- (b) Prepare certain physical securities, which are issued in certificated form, and securities to the nominee of the depository in un-certificated or book-entry form.
- (c) Where required by Ginnie Mae, the Contractor shall issue physical certificates to security holders.

C.3.06.02 PRINTING OF BLANK CERTIFICATES

Item 0002AC and if exercised Option Items 0101AC and 0201AC

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

TASKS

The Contractor shall:

- (a) After receiving Ginnie Mae approval in accordance with Section H of this contract, contract with a bank note company for the printing of blank MBS certificates. The certificates must be applicable to any and all Ginnie Mae programs and be prepared in a form, style and content approved by Ginnie Mae. As the CPTA for Ginnie Mae and, thereby, the issuing agent for each Issuer, the Contractor is authorized to procure the printing of an appropriate quantity of such certificates from time to time to ensure that there is an adequate supply of updated and valid certificates to meet reasonably foreseeable requirements.
- (b) Require the bank note company to print the blank certificates in individual sheet form, or continuous form.
- (c) Follow Ginnie Mae procedures for physical certificates. Ginnie Mae pre-signs blank certificates, by manual or facsimile signature of its President, Executive Vice President or Corporate Secretary, and imprints its seal on the blank certificates. Any certificates that provide for authentication shall not be valid for any purpose, until authenticated by the manual or facsimile signature of an authorized officer of the Contractor. In the event any officer of Ginnie Mae who has signed certificates ceases being an officer of Ginnie Mae, the Contractor shall nevertheless complete and deliver such certificates as though the person who signed it had not ceased to be an officer, in the absence of prior written instructions from the GTR to the contrary. The Contractor shall maintain an adequate supply of physical certificates in order to meet the demand for physical certificates. The Contractor shall retain and store all blank certificates in an area with limited access that has a minimum two (2) hours fireproof rating.

C.3.06.03 COMPLETION AND AUTHENTICATION OF SECURITIES TASKS

Item 0002 and if exercised Option Items 0101 and 0201

TASKS

The Contractor shall:

- (a) Enter upon each blank (physical certificate) record or electronic (book-entry) security record, for each pool at a minimum, the following information:
 - i The security holder's name and tax identification number;
 - ii The pass-through interest rate on the MBS;
 - iii The initial payment date of the MBS;
 - iv The original principal amount of the certificate;
 - v The issue date;
 - vi The MBS pool number;
 - vii The MBS pool suffix;
 - viii The MBS program type indicator;
 - ix The original aggregate amount of the MBS;
 - x The maturity date of the MBS;

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- xi The name of the original Issuer (or, for Ginnie Mae II multiple Issuer pools, the words, "Various Issuers"); and
- xii The serial unit number (if a serial note MBS pool).

(b) Compute the original principal amount for multiple Issuer pools. The Contractor shall ascertain that the MBS securities include the information contained on the appropriate HUD Forms and other documents, as applicable.

(c) Not make any changes to the form HUD 11705, except as authorized in writing by the GTR, appropriate GTM or the Ginnie Mae Issuer under the Ginnie Mae Help Desk procedures (See Section 3.03.08). As an issuing agent, the Contractor shall be responsible only for information contained on the form HUD 11705 as received, unless changed in the manner stated in this paragraph.

(d) Prepare the physical certificate or electronic security in the denominations authorized by Ginnie Mae for the applicable Ginnie Mae MBS Program, and in an aggregate security amount constituting the entire aggregate principal balance of that MBS. Upon completion of the preparation of the MBS security, the Contractor shall, as authenticating agent for Ginnie Mae, execute the Certificate of Authentication for those certificates that require authentication. For physical certificates, the executed Certificate of Authentication and Ginnie Mae's security holder record shall be the conclusive evidence that such certificates have been duly authenticated and delivered. For book entry (electronic) securities, Ginnie Mae's security holder record with the FRBNY shall evidence their validity.

C.3.06.04 DELIVERY OF MBS SECURITIES

Item 0002 and if exercised Option Items 0101 and 0201

TASKS

The Contractor shall:

(a) Immediately following the issuance of a new MBS security, notify each Issuer that the MBS securities are ready for delivery, either by telephone or electronically.

(b) Following completion of the issuance of the MBS security, in accordance with instructions contained on the form HUD 11705, transmit the electronic issuance file or make available the new certificates and related prospectus to the depository if requested, or to any other person or firm approved by Ginnie Mae. In the event the delivery is to be made to the Issuer, the Contractor shall deliver the MBS by insured registered mail, by Issuer's messenger service, or by pick-up at the Contractor's Ginnie Mae window. If delivery is to be made to a party other than the Issuer, the Contractor shall use any commercially available best practice for safe delivery; however, the method of delivery shall not be regular mail.

(c) For Ginnie Mae I pools and Ginnie Mae II custom pools, the Contractor shall process the pool documents and make them available for delivery in accordance with the Issuer's instructions no later than the last day of the month in which the certificates are to be issued, provided the information necessary to prepare such securities is submitted to the Contractor timely and accurately. Similarly, for Ginnie Mae II custom pools submitted electronically through GinnieNET, the Contractor shall process the pools in two (2) business

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days, with delivery of the securities to the Depository no later than the morning following the last business day required for processing.

(d) For Ginnie Mae II Multiple Issuer loan packages submitted electronically, the Contractor shall process the loan package documents in three business days, with delivery of the securities to the Depository no later than the morning following the last business day required for processing.

C.3.07 CUSIP NUMBERS

Item 0002 and 0014 and if exercised Option Items 0102, 0202, 0114 and 0214

The American Bankers Association (ABA) administers a numbering system for identifying securities issued in the United States through its Committee on Security Identification Procedures (CUSIP) numbering system. Standard & Poor's was awarded the contract by the ABA to function as the CUSIP Service Bureau, which is responsible for, among other things, the distribution and compilation of CUSIP numbers. The CUSIP numbering system exists for the primary purpose of uniquely identifying securities that have been issued. CUSIP numbers and standardized descriptions are used by virtually all sectors of the financial industry and are critical to ensuring the accurate and efficient clearance and settlement of financial securities.

The CUSIP number consists of nine digits. The first six digits of the nine-digit number uniquely identify the type of security i.e., Ginnie Mae, and the next two characters identify the financial institution that issued the security. The ninth digit is a check digit.

TASKS

The Contractor shall:

- (a) Within five calendar days of contract award, notify Standard and Poor's of the contract award. Within 95 calendar days of contract award, the Contractor shall enter into a contract with Standard and Poor's to purchase CUSIP numbers to facilitate the trading of Ginnie Mae securities. The contract shall be assignable to Ginnie Mae or its designee.
- (b) Purchase and assign CUSIP numbers for all Ginnie Mae securities.
- (c) Monitor the use of CUSIP numbers and acquire additional CUSIP numbers to ensure that CUSIP numbers are available for all new security issuances. On newly originated pools, the Contractor shall include the cost of the CUSIP number assigned to the parent pool number in its unit price for processing pools.
- (d) Collect directly from the investor the price of additional CUSIP numbers necessary to convert existing serial note securities held in physical form into book entry form.

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C.3.08 CENTRAL REGISTRY

C.3.08.01 MAINTENANCE OF CENTRAL REGISTRY FOR GINNIE MAE I AND II SECURITIES

Item 0006 and if exercised Option Items 0106 and 0206

TASKS

The Contractor shall:

- (a) Maintain the official security holder record for each MBS. This responsibility requires the Contractor to maintain and update the Ginnie Mae Central Registry of security holders on a real time basis.
- (b) Maintain the Generalized Mortgage-Backed Securities System (GMBS) that will be provided as GFP as part of the Central Registry functions. The Contractor shall update the Central Registry for all newly issued securities from IPMS in accordance with Section C.3.06.03, and when securities are transferred or exchanged from the Transfer Subsystem of the GMBS in accordance with C.3.09. The Central Registry shall be open for inspection and inquiry as provided in Section C.3.08.02. The Contractor shall maintain an electronic real time on-line system that contains at a minimum the following information for each certificate:
 - Name of the registered security holder,
 - Registered security holder's address,
 - Registered security holder's federal tax identification number,
 - MBS number and original principal amount for each outstanding security,
 - CUSIP number or numbers assigned to the pool, pool segment (lot) or pool unit,
 - MBS pool number,
 - MBS issue date,
 - For transfers, the effective date of transfer,
 - For each registered holder, the Investor Group Identification Code as provided for in Section C.3.08.04,
 - For each MBS, the total original face amount of issuance registered to each holder, and
 - For stop transfers, the date the stop was placed on the Contractor's central files.
- (c) Maintain records in a manner that allows sorting to prepare lists, labels, or tables indexed both alphabetically and numerically.
- (d) Maintain electronic records for all MBS issuances. Such records shall be maintained by date of issuance, transfer and cancellation and organized to facilitate ease of accessibility to all information contained in the registry.
- (e) Produce a daily and monthly summary listing of all Central Registry changes for each pool as provided in Section C.3.09.02. The Contractor shall transmit a copy of the monthly summary list by an electronic file to the Issuer of each respective Ginnie Mae I pool no later than the second business day following the record date of each month. A copy of the daily listing is to be submitted to the affected Issuers electronically on a daily basis.

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(f) After notification by Ginnie Mae, Issuers, security holders, or their agents of a change in the address of a security holder, the Contractor will amend the Central Registry to reflect the security holder’s change of address.

(g) After the cancellation of the related issuance or until contract completion, whichever comes first, maintain records necessary to reconstruct MBS certificate ownership for each item required in Section C.3.08.01 (a), according to Ginnie Mae’s records retention schedule.

C.3.08.02 RESPONSE TO RELEVANT INQUIRIES

Item 0006 and if exercised Option Items 0106 and 0206

TASKS

The Contractor shall:

(a) Answer inquiries regarding record date of ownership (according to available information) and information on the pool (e.g., RPB lock out date, etc.) from the following entities (unless instructed otherwise by Ginnie Mae):

- Ginnie Mae employees;
- Issuers or their designees inquiring about their own MBS pools;
- Dealers, banks and other financial institutions inquiring about MBS; and
- Former and current security holders or their agents inquiring about their own securities.

(b) Comply with the rules of the Securities and Exchange Commission (SEC) (set forth in 17 C.F.R. 240.17Ad-5) in responding to such inquiries and use its best efforts to respond to such inquiries within: one (1) business day, for MBS certificates that have been issued and outstanding for up to three (3) months; two (2) business days, for MBS certificates that have been issued and outstanding from three (3) to six (6) months; and on a best efforts basis, for all other MBS certificates, but no longer than five (5) business days.

C.3.08.03 ACCURACY OF RECORDS

Item 0006 and if exercised Option Items 0105 and 0205

TASKS

The Contractor shall:

(a) Accurately maintain a Central Registry containing information received during the period of performance from Issuers, Document Custodians, investors, etc, on active and terminated Ginnie Mae securities, Issuers, security holders and their agents. The Contractor may rely on the information received from such sources when formulating reports and communicating data as provided herein.

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(b) For all Ginnie Mae II securities, and consistent with existing law (e.g., Article 8 of the Uniform Commercial Code), the Contractor may deem and treat the person in whose name any MBS issuance shall be registered upon the Central Registry as the absolute owner of such security (notwithstanding any notation of ownership or other writing thereon) for the purpose of making distributions pursuant to Section C.3.11 and for all other purposes.

C.3.08.04 INVESTOR GROUP IDENTIFICATION CODE

Item 0006 and if exercised Option Items 0106 and 0206

TASKS

The Contractor shall:

(a) Code each entry into the Central Registry in a manner that identifies whether the security is held in the depository form, an individual or other type of institution or firm. A separate Investor Group Identification Code is to be made for each of the following types of holders for Ginnie Mae I and Ginnie Mae II MBS:

- Individual
- Depository
- Other

(b) Identify foreign investors as specific subcategories for each of the above types.

C.3.08.05 TITLE AND ACCESS TO RECORDS

TASKS

Item 0006 and if exercised Option Items 0106 and 0206

(a) The Contractor shall use information generated by the establishment of the Central Registry only for purposes specifically authorized by Ginnie Mae, or by an Issuer with respect to information relating to such Issuer, or by a security holder with respect to information relating to such holder.

(b) The Contractor shall provide electronic access to information contained in the Central Registry to Ginnie Mae.

(c) The Contractor shall deliver all available records, information, cancelled MBS certificates, lists and reports generated, produced, assembled, or otherwise developed by the Contractor to Ginnie Mae or anyone designated by Ginnie Mae in part or in full in accordance with Ginnie Mae's instructions, whenever Ginnie Mae deems such delivery appropriate to ensure the efficient continuity of the Central Registry. Ginnie Mae has or will have the authority from each Issuer to receive all such records, information, cancelled certificates, etc., from the Contractor.

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(d) The Contractor shall maintain MBS securities and holder name and address records in electronic databases. The Contractor shall deliver Ginnie Mae requests for information from the Central Registry on a best effort basis, but no longer than (5) business days per request.

C.3.09 EXCHANGE AND TRANSFER OF SECURITIES, OTHER RELATED FUNCTIONS

C.3.09.01 ACCEPTANCE AND REVIEW OF ORDERS

Item 0007 and if exercised Option Items 0107 and 0207

TASKS

The Contractor shall:

- (a) As Ginnie Mae's transfer agent, process all MBS exchanges or transfers. The Contractor shall affect transfers from one registered security holder to another for both un-certificated (book-entry) securities and physical certificates, and process missing or damaged certificates in accordance with the MBS Guide.
- (b) Maintain a Ginnie Mae transfer window. The Contractor shall accept, through the mail or at its Ginnie Mae transfer window, MBS securities presented for transfer or denominational exchange by the depository, commercial banks, NASD members, authorized dealers of Ginnie Mae certificates, Issuers identified to the Contractor on a written list provided by Ginnie Mae, and security holders.
- (c) Upon receipt of instructions for the transfer or exchange of a Ginnie Mae security, examine the information received to verify that it meets guidelines equivalent to those of the Stock Transfer Association (STA), as determined by the Contractor and its counsel or Ginnie Mae and its counsel. The Contractor shall accept instructions for transfers that comply with Treasury Regulations, part 300 (31 C.F.R. 306, et seq.), form PD 1832, or with such other legal requirements and forms concerning assignments, including applicable Uniform Commercial Code requirements.

C.3.09.02 PROCESSING AND REPORTING SECURITY TRANSFERS AND STORAGE OF PHYSICAL CERTIFICATES

Item 0007 and if exercised Option Items 0107 and 0207

TASKS

The Contractor shall:

- (a) Verify that when physical certificates are presented to the Contractor for transfer, the Contractor shall cancel the presented certificates, as long as the MBS certificates to be exchanged are in order or the certificates to be transferred are properly assigned, and a check in the amount of the transfer fee for each new MBS certificate requested is attached to the request for transfer or exchange. The Contractor shall perforate the physical certificates presented to the Contractor upon receipt. Ginnie Mae establishes the transfer fee, with the advice of the Contractor. The Contractor shall complete and authenticate the replacement certificates in accordance with procedures outlined in Section C.3.6. The Contractor shall deposit each transfer fee into

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the transfer fee account. The Contractor shall deliver replacement certificates no more than one business day following the day of receipt of certificates in proper form for transfer. The Contractor shall refuse to record any transfer or exchange of certificates if it in good faith believes such transfer or exchange has not been duly authorized.

(b) Item 0015 (Item 0015AA and 0015AB) and if exercised Option Items 0115 and 0215 Retain and store all cancelled MBS certificates, and all certificates voided by the Contractor in an area with limited access that has a minimum two (2) hours fireproof rating. Upon notice to and approval by the GTR, the Contractor shall destroy cancelled and voided certificates held by it that have cancellation dates more than six years prior to their destruction. Upon completion of destruction, the Contractor shall submit a certificate of such destruction to the GTR. However, for the term of the contract, the Contractor must keep, on microfilm or in other form suitable to Ginnie Mae, copies of the records that are scheduled for destruction. Upon completion or termination of the contract, the Contractor shall turn over all of these records to the GTR or his designee.

(c) Item 0015 (Item 0015AA and 0015AB) and if exercised Option Items 0115 and 0215 Maintain all security records either in hard copy or electronic form in accordance with Ginnie Mae's records retention schedule. These records shall be made available to Ginnie Mae upon request. Upon completion or termination of the contract, these records shall be turned over to Ginnie Mae or its designee.

(d) If the transfer fails to meet applicable requirements, return the certificates to the presenter. The Contractor shall be under no obligation to process the transfer until all requirements for the transfer have been met.

(e) Electronically record each Ginnie Mae I security transfer. The Contractor shall electronically notify the responsible Ginnie Mae I MBS Issuer no more than one business day following the day of processing the transfer request. Each transfer record shall at a minimum contain the information listed below, where appropriate.

- New registered holder's name;
- New registered holder's address;
- New registered holder's Federal tax identification number;
- Former registered holder's name;
- MBS number and original principal amount for each security processed;
- Transfer date;
- Security issue date (for new securities); and
- The Investor Group Identification Code for each registered holder.

(f) Produce timely a monthly summary report of ownership changes for all Ginnie Mae I securities. The summary shall also include a listing of new securities issued during the month. The Contractor shall electronically submit the information to the Issuer of each security. The report shall be electronically forwarded to Issuers monthly, no later than the third business day following the record date. The report shall summarize all securities transferred during the month along with new securities issued. For each security transferred and issued during the month, information on items listed in paragraph (e) above shall be provided.

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(g) Report monthly to Ginnie Mae any problem related to providing the above information to Issuers timely. The Contractor shall report any problems related to the timely provision of certificate ownership changes described above, on a monthly basis.

C.3.09.03 EXPEDITED PROCESSING

Item 0007 and if exercised Option Items 0107 and 0207

TASKS

The Contractor may:

- (a) Provide expedited processing for MBS certificate exchange or transfer orders, by making delivery of replacement certificates within the same day. Delivery shall be made using registered mail.
- (b) Require the payment of an additional fee from the presenter of the MBS certificate for same day processing. The Contractor may further require that such fee accompany the request for transfer or exchange; otherwise, the transfer fee is paid in the same manner as normal certificate transfers (See Section C.3.09.02(a)). Any additional fee for same day processing shall be retained by the Contractor and shall not be in excess of \$45.00 unless increased by the GTR.

C.3.09.04 REMITTANCE OF TRANSFER FEES TO GINNIE MAE

Item 0007 and if exercised Option Items 0107 and 0207

TASKS

The Contractor shall:

- (a) On a weekly basis, withdraw from the transfer fee account the amount owed Ginnie Mae for transfer fees collected during the prior week, wire the deposited amount in a specified Ginnie Mae account, and provide Ginnie Mae with an accounting of the funds received for Ginnie Mae I and Ginnie Mae II security transfers.
- (b) For Ginnie Mae I transfer requests, disburse to the appropriate Ginnie Mae Issuer \$2.75 for each new MBS certificate issued.

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C.3.09.05 LOST, STOLEN, OR DESTROYED MBS CERTIFICATES

Item 0007 and if exercised Option Items 0107 and 0207

TASKS

The Contractor shall:

- (a) In the event that either blank or registered certificates are lost, stolen, or destroyed while in the possession of the Contractor, notify the GTR as soon as possible verbally and in writing, and place stop transfer instructions on the Contractor's records for such certificates. The Contractor shall purchase at its own expense and present an Open Penalty Sole Obligor Indemnity Bond (Bond) acceptable to Ginnie Mae for the lost, stolen, or destroyed certificates (blank as well as registered). Upon direction from the GTR, the Contractor shall prepare the replacement certificates, where applicable. The Contractor shall accept security holder requests for the replacement of MBS certificates represented to have been lost, stolen, destroyed, mutilated or not received. Upon receipt of full identification of the subject certificate, or presentation of the remaining portions of any mutilated certificate, together with the appropriate Bond, where applicable, the Contractor shall issue such replacement certificates within one business day as described in Section 3.09.02(a). The Bond is for the protection of Ginnie Mae, the Issuer, and the Contractor, and must name Ginnie Mae, the Issuer, and the Contractor as obliges. In accordance with procedures approved by Ginnie Mae, the Contractor shall place stop transfer instructions on its records with respect to the original certificates, and handle all correspondence with the respective certificate holders relating to the issuance of replacement certificates. The Contractor shall prepare and sign form HUD 11705 in order to approve the issuance of a replacement certificate.
- (b) Accept stop transfer requests on outstanding certificates made by parties pursuant to applicable law.
- (c) Use its best efforts to prevent any attempt to transfer or re-register a stopped certificate, and notify Ginnie Mae, the presenter, and the holder of the certificate issued in replacement thereof when a stopped certificate is presented.
- (d) Process and authorize requests for final payments on lost certificates. If the final payment is \$5,000 or less or as otherwise prescribed by Ginnie Mae, the registered certificate holder must provide a letter of indemnification. Upon receipt of the properly executed letter of indemnification, the Contractor shall authorize the Issuer or the CPTA to release the final payment to the security holder. For final payments exceeding \$5,000, unless otherwise approved by the GTR, the Contractor shall obtain a Lost Instrument Bond from the investor as prescribed by Ginnie Mae, in addition to the above requirements.

C.3.09.06 DELIVERY OF TRANSFERRED CERTIFICATES BY MAIL

Item 0007 and if exercised Option Items 0107 and 0207

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TASKS

The Contractor shall:

- (a) Send one or more MBS certificates having a cumulative face amount exceeding \$250,000 by registered mail. Certificates mailed by the Contractor are deemed to have left the Contractor's possession when mailed. The Contractor shall mail the certificates without insurance, and shall be responsible to Ginnie Mae only for promptly providing Ginnie Mae with proof of mail loss of certificates. The Contractor only bears the responsibility for registration and mailing (insurance, if requested, is paid by the holder).
- (b) Mail certificates having a cumulative face amount of \$250,000 or less by first class mail, and shall insure the mailing. The Contractor shall include the price for mailing such certificates in the price for Item 0007 and if exercised Option Items 0107 and 0207.
- (c) Maintain procedures for issuing replacement lost MBS certificates, and for the shipment of exchange and transfer certificates by non-registered first class mail, and by registered first class mail, where appropriate. Changes to such procedures are subject to Ginnie Mae's approval.

C.3.09.07 CONVERSION OF GINNIE MAE MBS SECURITIES

Item 0002AB and if exercised Option Items 0102AB and 0202AB

TASKS:

The Contractor shall:

When requested by an Issuer, convert existing Ginnie Mae I MBS into Ginnie Mae II custom MBS or consolidate multiple single-family bond-finance pools into one single-family bond-finance pool, pursuant to procedures contained in the MBS Guide.

Upon conversion, the Ginnie Mae I security is deemed re-issued as a new Ginnie Mae II custom MBS with an original principal balance equal to the outstanding RPB of the former security at the time of conversion. Upon the consolidation of single-family bond-finance pools, the consolidated pool may be issued either as a Ginnie Mae I or Ginnie Mae II custom pool. In connection with such conversions, the Issuer is responsible for obtaining all necessary consents from the existing security holders.

C.3.09.08 MULTIFAMILY CONVERSIONS AND EXTENSIONS

Item 0002AB and if exercised Option Items 0102AB and 0202AB

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TASKS:

The Contractor shall:

- (a) Receive and process requests to convert construction loan pools to project loan pools and to process construction maturity date extensions, or maturity date revisions.
- (b) Upon receipt of a construction loan pool for conversion to a project loan pool, obtain all outstanding physical certificates or outstanding security positions before the project loan certificate(s) are processed and released for issuance, as per the Ginnie Mae MBS Guide.
- (c) Upon receipt of an extension request from an Issuer along with the prior written approval from Ginnie Mae and the security holders of the outstanding securities, obtain all physical certificates or outstanding security positions related to the request before the construction loan securities with the new extension date are approved and released, as per the Ginnie Mae MBS Guide.

C.3.10 INFORMATION COLLECTION, ANALYSIS AND DISSEMINATION

C.3.10.01 INFORMATION

Item 0008 and if exercised Option Items 0108 and 0208

TASKS

The Contractor shall:

Collect, analyze, reconcile, and disseminate to the public (where applicable) the following information, which is required by Ginnie Mae for administration of its Ginnie Mae I and Ginnie Mae II MBS programs (including HMBS Securities):

- The monthly Remaining Principal Balance for each Ginnie Mae I and Ginnie Mae II pool or loan package along with payment and WAC information on HMBS Securities;
- Prepayment Penalty information on multifamily securities;
- Anticipated monthly ACH collections for Ginnie Mae II MBS (to be given to the relevant Issuers);
- Anticipated monthly ACH collections for Ginnie Mae I MBS held by the depository (to be given to the relevant Issuers); and
- Maintenance of Ginnie Mae I and Ginnie Mae II ACH account information.

The price for providing the services described throughout Section C.3.10 are to be included in the RPB Factor Processing unit price, unless otherwise noted.

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C.3.10.02 DATA COLLECTION AND PROCESSING REMAINING PRINCIPAL BALANCES (RPB), PREPAYMENT PENALTIES ON MULTIFAMILY LOANS, AND PAYMENT INFORMATION ON HMBS SECURITIES

Item 0008 and if exercised Option Items 0108 and 0208

CURRENT PROCESS:

The following defines the contractor's tasks with respect to Ginnie Mae's existing process for collecting RPB's, prepayment penalties on Multifamily loans, and HMBS information.

TASKS:

The Contractor shall:

(a) Collect for each Ginnie Mae I and Ginnie Mae II pool or loan package, the following information ("RPB Report") as of the end of the Issuer's reporting period:

- Issuer's Ginnie Mae number;
- Pool or loan package number;
- Remaining Principal Balance (RPB) of the pool or loan package; and
- Weighted Average Coupon (WAC) and Payment information on HECM Securities if applicable.

Ginnie Mae requires Issuers to send the RPB Report to the Contractor, by means of transmission methods approved by Ginnie Mae, not later than the second business day of the month following the month for which the RPB Report is being made.

(b) Notify the GTR or its designee verbally and in writing of the number of pools or loan packages for which no RPB Report or WAC information (HMBS) was submitted, and identify the responsible Issuer, not later than the third business day of each month. Individual pool numbers shall be provided as requested by the GTR. This shall also include RPB reports that are substantially unchanged from the prior month's submission.

(c) Update the IPMS Pool Reporting module based on the RPB Report. If a RPB report or WAC information (HMBS) is not received from an Issuer by the second business day of the month, the Contractor shall contact the Issuer by telephone. The Contractor shall notify Ginnie Mae by telephone and in writing, not later than the third business day of the month, of any Issuer that fails to submit missing reports, or that the Contractor is unable to contact the Issuer.

(d) Collect from Ginnie Mae I Multifamily Issuers, where applicable, information on a monthly basis as to the amount of prepayment penalties that are due investors on multifamily loans in Ginnie Mae pools using Ginnie Mae's GinnieNET system.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**PROPOSED PROCESS:**

It is anticipated that starting November 2008, Ginnie Mae's data collection for Security Remaining Principal Balances (RPB's), Loan-level mortgage and Pool-level certification data will become one consolidated data-stream. More specifically, this consolidated data-stream will consist of the monthly collection of an Issuer's Ginnie Mae I and Ginnie Mae II Pool Accounting and Loan Level data along with pool or loan packages. This data will be submitted as part of the monthly reporting stream through the portal to Ginnie Mae's Enterprise Wide Operational Data Store (EWODS) as a service of this contract.

There will be two data-entry points for the submission of the abovementioned data, the Internet via the Ginnie Mae Enterprise Portal and the Secure File Transfer Protocol (SFTP) server. The Internet submission channel will be for Issuers submitting files that contain less than 5 MB of data. For Issuers submitting files containing data that is equal to or greater than 5 MB data will submit via Secure File Transfer Protocol (SFTP). After the data is collected and stored in EWODS subsequently the data will be accessed and extracted from EWODS by Ginnie Mae and its business partners. Further details on the proposed process can be found in APM 08-02 Reporting and Feedback System and GinnieNET System Updates, dated January 18, 2008.

C.3.10.03 DATA VERIFICATION**Item 0008 and if exercised Option Items 0108 and 0208****TASKS**

The Contractor shall:

(a) Within one (1) business day after receipt of the RPB Report, analyze the RPB Report received for each MBS pool or loan package to determine compliance with, or exceptions to, the following standards:

- The RPB has not increased (except for GPM Pools);
- The RPB has not remained the same as the RPB reported in the previous month's reporting cycle;
- The RPB, after accounting for liquidations and scheduled amortization, does not fall outside a predetermined range as determined by Ginnie Mae;
- Identified those pools where a zero balance is reported for follow up with the respective Issuer;
- An RPB is reported for a pool where the maturity date of the pool has already occurred and the pool is not yet in a terminated status;
- The RPB has decreased or is zero for a CL pool; and
- For HECM Securities, prior months RPB – Payment Information equals current months reported RPB.

(b) For all Ginnie Mae I and Ginnie Mae II pools and loan packages with exceptions, the Contractor shall contact the Issuer, by expedited means, not later than the third business day of the month, unless otherwise noted by Ginnie Mae. The Issuer is instructed to confirm to the Contractor, by telephone or other telecommunication transmission available for this purpose, by the end of the fourth business day, whether the RPB Report submitted is correct. This includes a verification of the pools for which an exception was identified above in this Section. If the Issuer determines the RPB Report was incorrect, the Issuer must advise the Contractor of the correct RPB Report. The Contractor shall notify the GTR by telephone and in writing

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no later than the fifth business day of the month whether any Issuer failed to verify its RPB Report, where the Contractor noted exceptions.

Item 0008 and if exercised Option Items 0108 and 0208

Issuers may make corrections to their RPB Reports for the current month pursuant to procedures contained in the MBS Guide not later than 2:00 P.M. Eastern Standard Time on the fourth business day of the month.

TASKS

The Contractor shall:

- (a) Process all RPB corrections, if such corrections are reported timely or are approved by the GTR or his designee prior to the seventh business day of the month. RPBs are to be corrected using GinnieNET with the fixed price for Item 0008 and if exercised Option Items 0108 and 0208. The Contractor will be compensated under Item 0008 and if exercised Option Items 0108 and 0208 for corrections that can only be made by manual means, as approved by the GTR.
- (b) Report to Ginnie Mae any Issuer for which pools or loan packages had RPB corrections in any month. At the end of each month, the Contractor shall provide a running twelve-month cumulative report listing each Issuer and the number of pools for which RPB corrections had to be made.

C.3.10.04 CREATION OF FACTOR INFORMATION

Item 0008 and if exercised Option Items 0108 and 0208

TASKS

The Contractor shall:

- (a) Based on the data received and verified on Ginnie Mae I and Ginnie Mae II pools, by no later than 2:00 p.m. Eastern Standard Time on the fourth business day of each month, compute the security factor ("Factor") for each such pool and loan package and compute the aggregate RPB of each multiple Issuer MBS and Platinum pool backed by Ginnie Mae I and II pools. The Contractor shall create and prepare for distribution, not later than 7:00 a.m. Eastern Standard Time on the fifth business day of each month, an electronic computer file (the "Factor Information") for such Ginnie Mae I and Ginnie Mae II pools (including Ginnie Mae Platinum pools, which Factors are based upon the RPBs of pools whose securities were placed in a Platinum Trust) showing the Factor for each pool as of the last day of the Issuer's reporting period for the previous month. The Contractor shall prepare the Factor Information in accordance with Ginnie Mae specifications.
- (b) Based on RPB Reports for Ginnie Mae pools as of 2:00 p.m. Eastern Standard Time on the fourteenth business day of each month, create and prepare for distribution a complete updated Factor Information of Ginnie Mae I and Ginnie Mae II MBS (including Ginnie Mae Platinum pools). The Contractor shall prepare the updated Factor Information for distribution not later than 7:00 a.m. Eastern Standard Time on the fifteenth

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(15) business day of each month. The Contractor shall report the Ginnie Mae II Factors described in Section C.3.10.05 below.

C.3.10.05 DISSEMINATION OF FACTOR INFORMATION AND FACTORS

Item 0008 and if exercised Option Items 0108 and 0208

TASKS:

The Contractor shall:

- (a) Distribute to Ginnie Mae, and to other recipients as requested, the Factor Information, which includes multifamily prepayment penalty information, multifamily payment, and HECM Securities payment information within the respective time periods specified in Section C.3.10.04 above, along with a file layout, if requested. The Contractor shall provide this information electronically to Sector, Inc. at no cost to Sector Inc.
- (b) Deliver the Factor Information to all subscribers requesting it. The Contractor shall transmit the information to subscribers upon payment by each subscriber of a fee not to exceed \$125 per transmission.
- (c) Provide, via the Ginnie Mae web site, factor information for the following:
 - The most recent Factor for each pool or loan package;
 - MBS identification information;
 - Issuer identification; and
 - Each pool or loan package's most recent six-month Factor information.
- (d) Provide historical information for Factors older than six (6) months. For Factors from 1982 to the present, the Contractor shall respond to information requests within one business day. Factors prior to 1982 require research of hard copy material and shall be answered within five (5) business days. The Contractor shall maintain a continuous library of Factor Information for the most recent twelve-month period and make copies of the information available to the public.

C.3.10.06 DISCLOSURES ON NEWLY ISSUED AND PREVIOUSLY ISSUED SECURITIES

Item 0008 and if exercised Option Items 0108 and 0208

The New Issue disclosure includes data on new MBS and Platinum MBS issued during the previous day or, in the case of the weekly information, during the previous week. Both the disclosures on newly issued securities and previously issued securities includes Geographic Data, Weighted Average Coupon, Weighted Average Remaining Maturity, Weighted Average Original Loan Term and Weighted Average Loan Age for all MBS and Platinum pools, and specific HECM related data, etc. The Weighted Average Information includes weighted average data for seasoned MBS pools received from Ginnie Mae's Mortgage-Backed Securities Administration Agent, and MBS pools issued during the previous quarter. The disclosures on previously issued Securities are provided to the Contractor by Ginnie Mae's Mortgage Backed Securities Administration Agent for distribution by the contractor.

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TASKS

The Contractor shall:

- (a) Use the information provided above to recalculate the Ginnie Mae II and Multiple Issuer Pool WAC security rates.
- (b) Provide this information to Sector, Inc. at no cost to Sector Inc. All data shall be transmitted electronically; tapes shall be available in the case of an emergency situation.
- (c) Distribute to recipients as requested the New Issue and Weighted Average Information as described below:

New Issue Information:		
Frequency	Availability	Price
Daily	Each Business Day at 7:00 A.M.	\$575/month
Mon. Weekly	Each Monday or next Business Day at 7:00 A.M.	\$2500/year& \$20/week
Wed. Weekly	Each Wednesday or next Business Day at 7:00 A.M.	\$2500/year \$20/week

Weighted Average Information:		
Frequency	Availability	Price
Monthly	4th Business Day of the month at 7:00 A.M.	\$500/Monthly/ Quarter

The file layouts for the new issuance and disclosure information will be provided in the “reading room”

C.3.10.07 GEOGRAPHIC INFORMATION

Deleted

C.3.10.08 PUBLICATION OF P&I, GUARANTY FEE AND MULTIFAMILY PREPAYMENT PENALTIES PRE-COLLECTION NOTICES AND DATA DISSEMINATION

Item 0008 and if exercised Option Items 0108 and 0208

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

TASKS

The Contractor shall:

- (a) For Ginnie Mae I securities registered in the name of the Depository, and all Ginnie Mae II securities, calculate the P&I due on each pool or loan package. The Contractor shall calculate the P&I payment for Ginnie Mae I pool securities using the Depository’s pro rata share of the pool. Included in the amount to be collected from the Issuer shall be the amount of prepayment penalties due investors if applicable on multifamily loans and/or any principal pre-payments on HECM Securities. The Contractor shall notify Ginnie Mae of the Guaranty Fee payable for each pool or loan package, using the prior month’s RPB Reports that it receives from Issuers as described in Sections C.3.10.02 and C.3.10.03. The method of collection shall be by ACH debit from the central P&I account designated by each Issuer (See Section C.3.11).
- (b) After calculating the total amount of each Issuer's monthly ACH debit based on the RPB Reports, which includes principal payments on HECM Securities and the amount of any Multifamily prepayment penalties to be paid, but prior to the actual ACH debit, notify each Issuer of the amount to be debited that month ("ACH P&I Pre-collection Notice") for both Ginnie Mae I and Ginnie Mae II pools and loan packages. The Contractor shall prepare initial and final Pre-collection notices based upon initial and final RPB Reports and prepayment penalties submitted by Issuers (See Sections C.3.10.02 and C.3.10.03).
- (c) Transmit an ACH P&I Pre-collection Notice to each Issuer by electronic means. The Contractor shall transmit an initial P&I Pre-collection Notice to Issuers on the third business day, and shall transmit a Final Pre-collection Notice on the seventh business day.

C.3.10.09 COLLECTION OF ISSUER’S MONTHLY REMITTANCE ADVICES, FORM HUD 11714, AND ISSUER’S MONTHLY REMITTANCE SERIAL NOTE REMITTANCE ADVICES, FORM HUD 11714SN FOR SECURITIES HELD IN DEFINITIVE FORM

Item 0002 and if exercised Option Items 0102 and 0202

TASKS

The Contractor shall:

Collect Issuer’s Monthly Remittance Advices, form HUD 11714, and Issuer’s Monthly Remittance Serial Note Remittance Advices, form HUD 11714SN (collectively, “11714”) for securities held in definitive form. Issuers must submit the 11714s through Ginnie Mae’s proprietary GinnieNET system by the eighth business day of each month. The Contractor shall provide Ginnie Mae’s MBS Administration Contractor with the 11714 file in electronic form by 9:00 a.m. Eastern Standard Time of the tenth business day of each month. If corrections are received after the eighth business day, the Contractor shall disseminate the corrections in electronic form, as soon as possible after receipt. The Contractor shall provide the GTR with a monthly report, by Issuer, of all reporting exceptions. The Contractor shall include the price for providing the above services within the unit price for Item 0002 and if exercised 0102 and 0202.

C.3.10.10 MAINTENANCE OF GINNIE MAE I AND GINNIE MAE II ACH ACCOUNT INFORMATION

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Item 0002 and if exercised Option Items 0102 and 0202

TASKS

The Contractor shall:

- (a) Maintain, in electronic form, current ACH Debit Authorizations (form HUD 11709A) received from Ginnie Mae Issuers. Issuers are required to provide Ginnie Mae with proper authorization for Ginnie Mae to withdraw funds from the P&I custodial account via ACH debit transaction. Issuers provide the required authorization through submission of the form HUD 11709A to the Contractor.
- (b) Include the price for providing the above services as part of the fixed price for Item 0002 and if exercised Option Items 0102 and 0202.

C.3.10.11 COLLECTION OF ISSUER’S MONTHLY SUMMARY REPORT

Item 0002 and if exercised Option Items 0102 and 0202

TASKS

The Contractor shall:

- (a) Collect and disseminate Issuer’s Monthly Summary Report, form HUD 11710D (“11710D”). Issuers are required to submit the 11710D through Ginnie Mae’s proprietary GinnieNET system by the 10th calendar day of each month. Issuers must submit separate 11710Ds for all of their Ginnie Mae I and II pools and loan packages.
- (b) Provide Ginnie Mae’s MBS Administration Agent with the entire 11710D electronic file by the morning of the eleventh calendar day of the month.

C.3.10.12 COLLECTION OF QUARTERLY CERTIFICATION FOR CUSTODIAL ACCOUNTS

Item 0002 and if exercised Option Items 0102 and 0202

TASKS

The Contractor shall:

- (a) Collect through Ginnie Mae’s proprietary GinnieNET system and disseminate Quarterly Certification for Custodial Accounts, which are due the tenth calendar day of March, June, September and December.
- (b) Provide Ginnie Mae’s MBS Administration Agent with the electronic file of Quarterly Certification for Custodial Account by the morning of the eleventh calendar day, or within two business days of receipt if received after the tenth.

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C.3.10.13 DISSEMINATION OF ISSUER DETAIL REPORT

Item 0002 and if exercised Option Items 0102 and 0202

TASKS

The Contractor shall:

Provide each Issuer with its “Issuer Detail Report” from IPMS, as of the end of the Issuer’s fiscal year. This report shall be provided electronically within 10 business days following the Issuer’s fiscal year end. In order to meet Ginnie Mae’s annual audited financial statement and Audit Reports requirements, Issuer must provide the “Issuer Detail Report” to their auditor.

C.3.11 COLLECTION AND PAYING

C.3.11.01 RESPONSIBILITY

Items 0008 and 0009 and if exercised Option Items 0108, 0208, 0209 and 0209

TASKS

The Contractor shall:

- (a) Act as Ginnie Mae's collection agent for:
 - Principal and interest (P&I) payable by Issuers for all Ginnie Mae II securities;
 - Guaranty fees due to Ginnie Mae for both Ginnie Mae I and Ginnie Mae II pools and loan packages;and
 - Other fees and assessments as Ginnie Mae shall require, which are described in the MBS Guide.
- (b) Act as Ginnie Mae's paying agent for:
 - Ginnie Mae II securities;
 - All emergency payments for Ginnie Mae I or Ginnie Mae II securities where the responsible Issuer cannot make payment; and
 - Other payments as Ginnie Mae shall require.
- (c) Prepare all collection and remittance advices and tax reporting for all GNMA II pools and loan packages.

C.3.11.02 DETERMINATION OF P&I AND MULTIFAMILY PREPAYMENT PENALTIES DUE FOR GINNIE MAE I SECURITIES REGISTERED TO THE DEPOSITORY, AND P&I DUE FOR ALL GINNIE MAE II SECURITIES

Items 0008 and 0009 and if exercised Option Items 0108, 0208, 0109 and 0209

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TASKS

The Contractor shall:

(a) Based upon the information provided monthly to the Contractor by Issuers pursuant to Sections C.3.10.02 and C.3.10.03 above:

1. Compute the aggregate P&I and multifamily prepayment penalties, where applicable, due on all Ginnie Mae I securities registered to the Depository; and
2. Compute the P&I due on Ginnie Mae II securities, as well as the portion of such P&I due each holder. Ginnie Mae II P&I due to holders of more than one Ginnie Mae security are aggregated for payment by a single payment.

(b) With respect to Ginnie Mae II ARM pools, maintain and update two index options, a Treasury Index (CMT) and a London Interbank Offered Rate Index (LIBOR) with respect to the following information for each ARM pool and loan package:

- Interest Adjustment Date;
- Security Margin;
- Upper and Lower Limit Caps; and
- Next Interest Rate Change Date

This information is used to monitor the current security interest rates for each pool and loan package.

(c) During each calendar quarter, on the index adjustment date, obtain the current one-year Treasury bill rate as published by the Federal Reserve Statistical Release G13 (415) and enter the rate into the Pool Reporting System. The Contractor shall obtain the appropriate GTM's approval within seven business days of the Federal Reserve Statistical Release for the quarter, and the Contractor shall generate an Index Confirmation Report, indicating the quarterly index adjustment date and the one-year Treasury bill rate. Similarly, the contractor shall obtain LIBOR rates for applicable securities as described in the Ginnie Mae MBS Guide using the Wall Street Journal's on-line Money Rates Section. Index confirmation reports will also be prepared and approved by the GTM prior to implementation.

(d) Upon receiving the GTM's confirmation of the index, use the Pool Reporting System to calculate the new security interest rate for each ARM pool and loan package based on the index, the designated security margin and the caps associated with the pool. For each quarter, the Contractor shall produce the Interest Rate Adjustment Report identifying the pools and loan packages with adjusted interest rates.

(e) For Ginnie Mae II HMBS pools, maintain and update the two different Treasury index options using the same procedure identified above for the CMT index, the Contractor shall receive the appropriate index directly from the Issuer.

C.3.11.03 INITIATION OF P&I AND MULTIFAMILY PREPAYMENT PENALTIES PAYMENT INFORMATION FOR GINNIE MAE I SECURITIES HELD IN DEPOSITORY FORM AND COLLECTION OF ALL GINNIE MAE II SECURITIES

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Item 0008 and if exercised Option Items 0108 and 0208

The Contractor shall:

TASKS

(a) Ginnie Mae I MBS –

Prepare ACH debit information for the FRBNY, which will initiate the ACH debit (for all Ginnie Mae I securities registered to the Depository) on the applicable remittance date. The Ginnie Mae I monthly remittance date is as follows:

- The 15th calendar day of the month, if such day is a business day;
- The next business day after the 15th, if the 15th calendar day of the month is not a business day.

Item 0009 and if exercised Option Items 0109 and 0209

(b) Ginnie Mae II MBS –

The Contractor shall:

On the remittance date, collect the total P&I due from each Issuer for all Ginnie Mae II securities, by initiating a pre-authorized ACH debit. The Contractor shall initiate the ACH debit which would result in the Contractor having good funds no later than 7:00 A.M. Eastern Standard Time on the remittance date, assuming that adequate funds are in the Issuer’s central P&I custodial account and that there is no malfunction of the ACH system. Good funds are defined as adequate funds available for collection and disbursement. It is a program requirement of the Ginnie Mae II program that each Issuer agree to have the P&I due on the pools and loan packages debited by an ACH debit initiated by the Contractor, as paying agent. The Ginnie Mae II monthly remittance dates are as follows:

Securities not registered to the Depository:

- The 19th calendar day of the month, if such day is a business day;
- The 20th calendar day, if the 19th calendar day of the month is not a business day; and
- The first business day prior to the 19th calendar day, if neither the 19th or 20th calendar day is a business day.

Securities registered to the Depository:

- The 20th calendar day of the month, if such day is a business day;
- The next business day after the 20th, if the 20th calendar day of the month is not a business day.

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C.3.11.04 CONTRACTOR COMPENSATION TO THE GOVERNMENT

TASKS

The Contractor shall:

Compensate the Government for the financial benefits to the Contractor gained by performing this contract. The Contractor shall compensate Ginnie Mae, at the Current Value of Funds Rate (CVFR), for the financial benefits accrued to the Contractor on the non-interest bearing funds held under this contract. The CVFR is set by the United States Department of the Treasury and can be obtained at <http://fms.treas.gov/cvfr/index.html> or from the fax-on-demand system (202-874-8616) as document 56. The Contractor shall remit the compensation to Ginnie Mae by the last business day of the month.

C.3.11.05 ACH REJECTS

Items 0008 and 0009 and if exercised Option Items 0108, 0208, 0109 and 0209

TASKS

The Contractor shall:

If any ACH debit of an Issuer's account by the Contractor or the Depository fails to clear as good funds, in whole or in part, to clear in good funds, the Contractor will work with the Issuer, Depository and Ginnie Mae to have the funds directly wired to the Contractor or to the Depository.

C.3.11.06 P&I CUSTODIAL AND DISTRIBUTION ACCOUNTS

Item 0009 and if exercised Option Items 0109 and 0209

TASKS

The Contractor shall:

(a) Establish either an individual or a single Ginnie Mae P&I custodial account at an institution designated by Ginnie Mae, to deposit at said institution all Ginnie Mae II P&I and Ginnie Mae advances received for P&I payments. The P&I custodial account is a non-interest bearing account at an FDIC-insured institution, maintained by the Contractor, titled "[The name of Contractor], trustee of P&I Custodial Account for various Ginnie Mae Mortgage-Backed Securities pools, under Agreement with Ginnie Mae." All funds deposited in said account are held by the Contractor in trust for the various Issuers, as their interests may appear, until applied in accordance with paragraph (b) below; however, the Contractor maintains records allowing the interests of the Issuers in such funds to be ascertained and traced on the Contractor's books and records.

(b) On each distribution date, at 10:00 a.m. Eastern Standard Time, transfer the balance in the P&I account representing the balance of Ginnie Mae II funds collected, to an appropriate distribution account. All payments of P&I to the Depository (for Ginnie Mae II securities registered to the FRBNY) or Ginnie Mae II

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

holders are made from the distribution account. The distribution account is a non-interest bearing account held at an FDIC-insured institution designated by Ginnie Mae, maintained by the Contractor, and titled "[The Name of Contractor], trustee of Distribution Custodial Account for various Ginnie Mae Mortgage-Backed Securities pools, under Agreement with Ginnie Mae." All funds deposited in the account are held by the Contractor in trust for various holders, as their interests may appear, until applied in accordance with this section; however, the Contractor shall maintain records allowing the interests of the holders in such funds to be ascertained and traced on the Contractor's books and records.

C.3.11.07 DISTRIBUTIONS TO GINNIE MAE MBS SECURITY HOLDERS

Item 0008 and if exercised Option Items 0108 and 0208

TASKS

The Contractor shall:

On each Ginnie Mae I distribution date, the FRBNY will initiate the ACH debit on the distribution date based on information provided by the Contractor.

Item 0009 and if exercised Option Items 0109 and 0209

TASKS

The Contractor shall:

On each Ginnie Mae II distribution, make the payments of P&I to the holder of record as of the record date. The Contractor shall make payments to the FRBNY by wire transfer. The Contractor shall make payments to security holders outside the FRBNY either by check or electronic funds transfer for Ginnie Mae II holders. The Contractor must obtain investor's approval to fund payments electronically.

Item 0009 and if exercised Option Items 0109 and 0209

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TASKS

The Contractor shall:

Mail checks to holders on the ACH debit date in accordance with Section C.3.11.03 (b) and make such mailing no later than to 10:00 a.m. on the ACH debit date. The Contractor shall date all checks or electronic funds transfers with the distribution date and payable to the order of the respective holder.

Item 0009 and if exercised Option Items 0109 and 0209

TASKS

The Contractor shall:

Each month provide Ginnie Mae with an updated report of the funds remaining in the P&I custodial distribution account. The Contractor shall wire any funds remaining in the account for six months to Ginnie Mae's Office of Finance at the end of the sixth month period..

C.3.11.08 COLLECTING GUARANTY FEES

Item 0009 and if exercised Option Items 0109 and 0209

TASKS

The Contractor shall:

- (a) Act as agent for Ginnie Mae with respect to the collection of guaranty fees due Ginnie Mae for Ginnie Mae I and Ginnie Mae II securities. The Contractor shall collect Ginnie Mae guaranty fees, when due from Issuers, via ACH debit.
- (b) For Ginnie Mae I and Ginnie Mae II guaranty fees, calculate the amount of guarantee fees due Ginnie Mae based on the prior month's RPBs reported by the Issuer.
- (c) Collect Ginnie Mae guaranty fees monthly from each Issuer of Ginnie Mae pools or loan packages through an ACH debit of the Issuer's account. The Contractor shall determine the guaranty fee due from each Issuer and initiate the debits to be effective on the date payment of the guaranty fees are required by the MBS Guide. For GNMA I pools, the Contractor shall collect the guaranty fees on the tenth calendar day of the month, or if the 10th calendar day is not a business day, the first business day thereafter. For GNMA II pools and loan packages, the Contractor shall collect the guaranty fee on the same date as it collects the GNMA II P&I due the Depository from each Issuer.
- (d) Deposit the guaranty fees into the appropriate Ginnie Mae account as they are received and send an advice to Ginnie Mae of each subsequent deposit. The Contractor shall wire or electronically transfer the total amount of the guaranty fees from the Ginnie Mae account to the U.S. Treasury account maintained in Ginnie Mae's name by the U.S. Treasury and accessed through the FRBNY by the next business day after deposit.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

(e) Provide Ginnie Mae, no later than five (5) business days after the date the Ginnie Mae II guaranty fee is collected, a monthly report (by Issuer number) listing each guaranty fee amount collected in the reporting month.

(f) Provide to Ginnie Mae monthly, no later than five business days after the date the Ginnie Mae I MBS guaranty fee is collected, a report to Ginnie Mae or its designee containing the following information by Issuer:

- Total amount of guaranty fees collected for the month by Issuer; and
- Issuers whose ACH failed.

C.3.11.09 EMERGENCY AND EXPEDITED PAYMENTS - GINNIE MAE I MBS

Item 0010 and if exercised Option Items 0110 and 0210

(a) The Contractor shall have in place an efficient process to make security holder payments for Ginnie Mae I securities, on behalf of Ginnie Mae, using the Central Registry, when the Issuer of the securities does not or cannot make such payments directly. The Contractor shall calculate the amount of P&I payment due the security holder of record, and the Contractor shall make payments using Ginnie Mae funds.

(b) Subject to paragraph (a) above, the Contractor shall make emergency payments of P&I on the distribution date, to each holder of record as of the record date, by electronic means for securities held in depository form and by check if held in physical form. Payments to security holders where securities are held in physical form can be made by electronic means, with the permission of the security holder.

C.3.11.10 SECURITY HOLDER REMITTANCE ADVICES - GINNIE MAE I AND GINNIE MAE II MBS PROGRAMS

Items 0002 and 0009 and if exercised Option Items 0102, 0202, 0109 and 0209

The Contractor shall:

(a) Prepare and send remittance advices containing payment information to each Ginnie Mae II MBS security holder outside of the Depository. This also applies to Ginnie Mae I security holders, where the Contractor is making the payment under the Ginnie Mae I MBS Emergency Payment Process. The advice shall set forth the following information for each pool or loan package:

- Record date;
- Distribution date;
- Pool or loan package number;
- Total face amount of the holder's MBS certificates;
- Total unpaid principal balance of the holder's certificates as of the end of the previous month;
- Pass-through rate;
- Interest paid;
- Principal paid; and
- Taxes withheld, if any (Ginnie Mae II MBS only).

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

(b) Mail remittance advices for Ginnie Mae II MBS payments to security holders with the remittance check in accordance with Section C.3.11.07. In the event that a check is uncashed by the certificate holder of record, the Contractor shall make suitable efforts to locate the investor.

C.3.11.11 INCOME TAX REPORTING - GINNIE MAE II PROGRAM, GINNIE MAE I PROGRAM FOR EMERGENCY PAYMENTS

Items 0009 and 0010 and if exercised Option Items 0109, 0209, 0110 and 0210

Issuers of Ginnie Mae I pools are responsible for complying with tax reporting requirements as stipulated by the Internal Revenue Service.

TASKS

The Contractor shall:

- (a) Make emergency payments on Ginnie Mae I securities if an Issuer is unable to make a payment. As a result the Contractor will prepare and disseminate the appropriate tax information.
- (b) Comply with tax reporting requirements as stipulated by the Internal Revenue Service on Ginnie Mae II pools and loan packages the Contractor is responsible for. The Contractor will prepare and mail tax reports for Ginnie Mae II certificated pools to security holders and the IRS. Tax data on Ginnie Mae II book-entry pools will be published on Ginnie Mae's website for interested third parties.
- (c) Be responsible for the maintenance of the factor/tax data website. These responsibilities include but are not limited to monthly upload of tax data, full functioning download feature, and operational search engine.
- (d) Prepare, file with appropriate authorities, and distribute to security holders all reports required under Federal and state income tax laws, regarding P&I amounts paid for securities for which the Contractor was the paying agent. Ginnie Mae notifies Issuers regarding their duty to inform the Contractor of their Federal and state filing requirements. Ginnie Mae utilizes its best efforts to assist the Contractor to ensure each Issuer timely and accurately files the appropriate tax information with the Contractor. Ginnie Mae also utilizes its best efforts to assist the Contractor should the Contractor learn or be made aware of any inconsistency in the information reported to it by Issuers. Ginnie Mae makes available to the Contractor the necessary data from the monthly accounting reports for MBS pools outstanding during the calendar year, and such other information as the Contractor requires in order to timely file Federal and state income tax reports.

C.3.11.12 INTEREST PAYMENTS TO ISSUERS ON LOANS SUBJECT TO SERVICEMEMBERS CIVIL RELIEF ACT

Item 0009AC and if exercised Option Items 0109AC and 0209AC

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

TASKS

The Contractor shall:

Based upon information provided to the Contractor by Ginnie Mae's MBS Administration Contractor, make payments by the first Friday of March, June, September and December, of funds received from Ginnie Mae, to issuers for the interest rate shortfall on loans where the borrower's interest rate is automatically reduced to six percent per annum under the Servicemembers' Civil Relief Act (SCRA). Ginnie Mae transfers funds to the Contractor to make the payments to the issuers. Payments less than \$5,000 shall be by check and payments \$5,000 or greater shall be by wire transfer. The Contractor shall provide an electronic interface with Ginnie Mae's MBS Administration Contractor to receive the amount of interest due to issuers under SCRA, make payment to issuers, and report the results to individuals designated by the GTR. The SCRA funds shall not be co-mingled with the other P&I account. The account shall be non-interest bearing, maintained by the Contractor, titled "[The name of the Contractor], trustee of SCRA Custodial Account for various Ginnie Mae Mortgage-Backed Securities Issuers, under Agreement with Ginnie Mae." The Contractor shall hold all funds deposited in said account in trust for Ginnie Mae until applied in accordance with this section.

C.3.11.13 UNCLAIMED FUNDS

Item 0011 and if exercised Option Items 0111 and 0211

TASKS

The Contractor shall:

- (a) Process unclaimed P&I funds and correspondence regarding unclaimed P&I payments received from Ginnie Mae I and II holders in accordance with Ginnie Mae's Unclaimed Funds Processing Procedures. Payments sent to Ginnie Mae I holders that cannot be delivered, or are never presented for payment, and are six or more months old (based on the related payment date) are sent to the Contractor, pending a claim from the owner. Upon its receipt of unclaimed funds from Issuers, the Contractor shall immediately enter the required payment information into Ginnie Mae's Unclaimed Funds proprietary system. The Contractor shall wire all Ginnie Mae I unclaimed funds to Ginnie Mae four days after receipt from the Issuer. The Contractor shall provide required monthly reports to Ginnie Mae's Office of Finance.
- (b) For Ginnie Mae II unclaimed payments, determine the amount of unclaimed funds that must be sent to Ginnie Mae at the beginning of each month. The Contractor shall wire payments for Ginnie Mae II holders that cannot be delivered or are not presented for payment, and are six or more months old (based on the related payment date to Ginnie Mae) when the accumulated amount exceeds \$1,000.
- (c) Research requests for payment from the Ginnie Mae II holders or Ginnie Mae I Issuers using the Ginnie Mae proprietary Unclaimed Funds System. If the claim is substantiated (not already paid according to the Unclaimed Funds System), the Contractor shall record in the system the date the funds were requested by the Issuer or holder. If the claim is substantiated, the Contractor shall contact Ginnie Mae to request the funds and record in the system the date Ginnie Mae was contacted.

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Upon receiving the funds from Ginnie Mae, the Contractor shall issue a check in the name of the registered holder and record the date the check was mailed, the check number, and the check amount in the system. Ginnie Mae I payments are mailed to the Issuer, and Ginnie Mae II payments are mailed to the security holder.

- (d) Provide the Ginnie Mae Office of Finance a monthly reconciliation comparing the total unclaimed funds balance on the system to the dollars actually held by Ginnie Mae.
- (e) Follow the detailed procedures provided in the Unclaimed Processing Procedures handbook, unless otherwise directed by the GTR or appropriate GTM.

C.3.11.14 MORTGAGE ELECTRONIC REGISTRATION SYSTEM

Item 0002 and if exercised Option Items 0102 and 0202

TASKS

The Contractor shall:

For newly originated pools, provide to Mortgage Electronic Registration System (MERS) on a weekly basis information on loans registered with MERS. For transfer of servicing rights, the Contractor shall provide on a monthly basis both MERS and Ginnie Mae’s Mortgage Backed Securities Administration Agent with information on loans where servicing rights of MBS pool have been transferred. As needed, the Contractor shall work with MERS and Ginnie Mae’s Data Collection and Analysis Contractor to resolve any discrepancies or questions concerning the data. Ginnie Mae will be working with MERS to further streamline this function.

C.3.11.15 RECONCILIATION WITH THE FRBNY

Item 0009 and if exercised Option Items 0109 and 0209

TASKS

The Contractor shall:

For book entry pool positions reconcile with the FRBNY. All discrepancies shall be researched by the Contractor and the FRBNY, and resolved for the processes listed below.

- Daily reconcile all new pools issued, certificate transferred, or redemptions.
- Monthly Factor Edit Errors Log generated by the FRBNY on the 7th Business day. This report is generated based upon comparison of Contractor’s Factor File with the data on the Fed’s master file.
- Monthly Trigger Holder Recon and Factor Edits Error Log generated by the FRBNY. This report list any discrepancies between the Contractor’s Original Aggregate Amount and the Depository’s balances, taking into account any physical certificates that are outstanding.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

- Monthly GN I and GN II P&I Variance Report generated Contractor. This reports lists variances between what the FRBNY and the Contractor show for P&I payments after comparing the Depository's Debit Advice (by CUSIP) verses the Contractor P&I calculations.

On the last business day of each month the Ginnie Mae I Pools in Proof Exception Report is generated. This report compares the book entry position plus physical certificates to determine if all is in balance. This serves as a control-based report prepared by the Contractor.

C.3.12 ISSUING GINNIE MAE PLATINUM SECURITIES

Item 0013 and if exercised Option Items 0113 and 0213

TASKS

The Contractor shall:

Authenticate, settle, and issue all Ginnie Mae Platinum Securities. This includes the following services:

- (a) Establish one (1) or a very limited number of accounts at the FRBNY for recording and tracking all Ginnie Mae Platinum securities.
- (b) Timely purchase a separate range of CUSIP numbers from Standard and Poor's for the issuance of Platinum Securities.
- (c) Assign all Platinum pool numbers. The numbers shall be sequential and in a range defined by Ginnie Mae. The Contractor shall provide for a sufficient number of platinum pool numbers to accommodate all Platinum pool issuances.
- (d) Collect the completed Certification from the Platinum depositors along with the cash portion of the Ginnie Mae guaranty fee. (See Ginnie Mae Multiclass Securities Guide for submission schedule and forms).
- (e) Validate the amount of the guaranty fee that has been submitted via electronic funds transfer. The Contractor shall recalculate the Platinum guarantee fee in consultation with the sponsor of the Platinum.
- (f) Send, by facsimile, a confirmation to the Platinum depositor acknowledging receipt of both the Certification and the electronic funds transfer. This confirmation shall include the Platinum pool number, the depository's account number, and the Platinum CUSIP number. (See sample of format in the Ginnie Mae Multiclass Guide).
- (g) Verify the RPBs of the underlying securities submitted with the completed Certification. All RPBs must agree with the Factor Information created by the fourth business day for Ginnie Mae I and Ginnie Mae II pools. The Contractor shall resolve any discrepancies with the Platinum sponsor prior to the Platinum settlement date. The verification process may require a pool-by-pool comparison of the RPBs.
- (h) Monthly, calculate the weighted average remaining maturity and weighted average loan age for each outstanding Platinum pool, including new issuances. This data is provided to Ginnie Mae business partners.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

- (i) Verify that the underlying securities have been moved to the correct Ginnie Mae Platinum account, which may require access to the FRBNY's Fedwire Securities Services accessed through a Fedwire interface.
- (j) Timely create a paper trust receipt evidencing the collateral being pledged for issuance of each Platinum security. The Contractor shall fax the trust receipts to the depositor.
- (k) Authenticate all Platinum securities, in the nominee's name, within 24 hours after receipt of the required documents and cash fee as spelled out in the Ginnie Mae Platinum Guide.
- (l) Authenticate and retain a \$5,000 principal only bond as partial consideration for issuing Platinum pools. In addition, the Contractor shall retain the interest cash flow that is related to the principal only bond, as partial consideration for its Platinum trustee services.
- (m) For book entry (non-physical securities), Ginnie Mae's security holder record maintained by Contractor shall evidence Ginnie Mae's guaranty.
- (n) For physical certificates the Contractor shall affix the Ginnie Mae guaranty by signing the certificate, on behalf of Ginnie Mae.
- (o) Post Platinum offering circular supplements on the Ginnie Mae Multiclass web page. The Contractor may be required to make minor revisions to the offering circular supplement for Platinum issues.
- (p) Advise the Depository of the pending Platinum issuances by transmitting the daily security load file to the depository.
- (q) Collect the cash amount of the guaranty fee from the Platinum sponsor, and any excess MBS pool fee and transfer the funds to Ginnie Mae, via electronic funds transfer.
- (r) Provide new issuance information on newly originated Platinum Securities (See Section C.3.10.06).
- (s) Perform all services associated with the Ginnie Mae Platinum securities in accordance with part III of the Ginnie Mae Multiclass Securities Guide.

C.3.13 GINNIE MAE PLATINUM TRUSTEE

Item 0013 and if exercised Option Items 0113 and 0213

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

TASKS

The Contractor shall:

Act as the Trustee for all Ginnie Mae Platinum Securities. As trustee, the Contractor shall perform the monthly administration of all Platinum securities, which includes signing the Platinum Trust Agreement as it appears in the Ginnie Mae Multiclass Securities Guide, and performing the following services:

- (a) Ensure that all monthly Factors have been received, by the fourth business day of the month (prior to publication of the factors, by 7:00 a.m. Eastern Standard Time on the fifth business day of the month), for all pools and loan packages backing Platinum pools. If Factors are missing, the Contractor shall contact the Issuer by telephone to obtain the current pool or loan package RPB to determine the Factor (See Section C.3.10).
- (b) Calculate all Platinum pool Factors (a weighted average of the RPBs on the underlying pools and loan packages backing the Platinum securities) by the fourth business day of the month.
- (c) Distribute Platinum pool Factors by 7:00 a.m. Eastern Standard Time on the fifth business day each month (See Section C.3.10.04) to the Depository, and other entities in the securities industry.
- (d) Verify the monthly P&I payment made to the FRBNY on the securities underlying the Platinum and the monthly P&I payment on the Platinum pool. This is an automated comparison between the fifth business day factor distribution date and the depository disbursement reports to identify variances between the two reports. This comparison identifies any Platinum pools with initial payments that are not in balance with the MBS collateral, due to MBS post payment adjustments in the month of closing.
- (e) Verify and resolve any P&I discrepancies with the FRBNY for the Platinum pools. If this verification identifies a shortfall in the first month's payment, the Contractor files a claim against the Platinum sponsor, directing the MBS holders of record (prior to the closing of the Ginnie Mae Platinum) to wire the adjustment immediately.
- (f) Receive notification of post payment adjustments on the underlying pools from the FRBNY. This is a function of the FRBNY's system.
- (g) Recalculate Platinum pool Factors to incorporate post payment adjustments.
- (h) Update the Platinum pool Factor file with subsequent adjusted Factors. The Contractor shall include the adjusted Factors in 15th business day information, if time permits, or includes the revised Platinum pool Factor in the following month's information cycle.
- (i) Timely provide all recalculated Platinum pool Factors to the FRBNY.
- (j) Perform all tax reporting necessary for all Platinum Securities, as required by the Internal Revenue Service.

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(k) On a monthly basis, perform financial analysis to calculate the amount of deferred Platinum guarantee fees necessary to cover the cost associated with the servicing of outstanding Ginnie Mae Platinum securities. The results of the analysis shall be provided to Ginnie Mae no later than the 5th business day of the month.

(l) Maintain a database containing information on outstanding Platinum securities, listing of pools backing each Platinum security, and related information. The Contractor shall update the database and the web page used to publish the data for use by Ginnie Mae business partners. The web page is accessible through the Ginnie Mae web site that is supported by another Ginnie Mae Contractor.

(m) Post each Platinum security, the list of pools backing each Platinum, and other related data files and information to the web page that is maintained by the contractor for Ginnie Mae. Access to the web page will be through Ginnie Mae’s web site. The above Multiclass information will be available for view by program participants and other interested parties.

(n) Maintain Ginnie Mae’s Platinum database that is used to record each pool used in a Ginnie Mae Multiclass security. The system shall allow Ginnie Mae to produce reports on the collateral used in each Platinum security and to determine which Multiclass security uses a particular pool as collateral. On a monthly basis, the Contractor shall reconcile Platinum activity maintained in the database with Platinum activity reported by trustees, by comparing position reports prepared by the trustees with reports generated from information contained in the database.

C.3.14 INFORMATION AGENT FOR GINNIE MAE'S MULTICLASS SECURITIES

Item 0012AA, 0012AB and if exercised Option Items 0112AA, 0112AB and 0212AA, 0112AB

TASKS

The Contractor shall:

Perform the function of the Ginnie Mae’s Multiclass Information Agent for all Ginnie Mae-guaranteed Multiclass Securities. The Contractor shall perform, at a minimum, the following services:

(a) Maintain Ginnie Mae’s Automated System Database on REMIC offering circular supplements, listing of pools backing each REMIC, and related information. The Contractor shall be responsible for maintaining the database and the web page that will be accessible through the Ginnie Mae web site that is supported by another Ginnie Mae Contractor.

(b) Provide the necessary technical support to users who have need to access the Multiclass securities information through the REMIC database system.

(c) Post each REMIC offering circular supplement, the list of pools backing each REMIC, and other related files to a web page that is maintained by the contractor for Ginnie Mae. Access to the web page will be through Ginnie Mae’s web site. The above Multiclass information will be available for view by program participants and other interested parties.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

- (d) Maintain Ginnie Mae's REMIC database system to record each pool used in a Ginnie Mae Multiclass security. The database shall allow Ginnie Mae to produce reports on the collateral used in each REMIC security and to determine which Multiclass security uses a particular pool as collateral. On a monthly basis, the Contractor shall reconcile REMIC activity maintained in the database with REMIC activity reported by trustees, by comparing position reports prepared by the trustees with reports generated from information contained in the database.
- (e) Identify, collect, verify, organize, incorporate from data obtained from the Trustee based upon the characteristics of the Trust Assets actually delivered to the Trust, those REMIC classes in each Multiclass transaction that are issued with Original Issue Discount ("OID"), De Minimis OID or Premium. This data shall be made available for distribution on the Ginnie Mae website.
- (f) Verify that each REMIC Trustee submits appropriate tranche, series, and projected Factors for each REMIC on a monthly basis.
- (g) Merge and post the tranche, series, and projected Factors to the REMIC web page monthly. On the business day preceding the REMIC distribution date, the Contractor shall create the REMIC factor file and distribute it to the FRBNY through electronic means.
- (h) On a monthly basis, perform financial analysis to calculate the amount of deferred REMIC guarantee fees necessary to cover the cost associated with the servicing of outstanding Ginnie Mae REMIC securities. The result of the analysis shall be provided to Ginnie Mae no later than the 5th business day of the month. Other minor financial analysis shall be performed on an ad hoc basis.
- (i) Before submitting the REMIC Factor file to the FRBNY, provide the reports listed below. The Contractor shall run these reports from the Factor files, review the reports, contact the trustees that have errors to request corrections, process the corrections, and post the merged files for distribution upon receiving error free reports.
- **Missing Factor Report:** Identifies REMIC classes that were issued and outstanding (including MX Certificates) for which REMIC factors were not reported by the trustee.
 - **Zero Factor Report:** Identify REMIC classes that were reported as zero. The Contractor shall use this report to verify zero factors with the trustee.
 - **Out of Range Report:** Identify REMIC classes reported with factors that decreased more than tolerance thresholds, or increased within tolerance thresholds, in the case of accrual classes.
 - **Incorrect Payment Date Report:** Verify payment dates on REMIC classes.
 - **Missing Floating Rate Report:** Identify REMIC classes missing from the Floating Rate Report.
 - **Concurrent with the posting of Factors on the Ginnie Mae Multiclass web page, merge and post the Floating Rate Reports received from trustees, after properly editing the data. For floating rate REMIC classes, at the beginning of each accrual period, the Contractor determines and posts the appropriate indices to be used for the next accrual period. At this time, two different determinations of 1 month LIBOR (London**

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Interbank Offering Rate) are posted 6 times a month; Cost of Funds Index (COFI) (7th District Cost of Funds) is posted once a month and the 10-year Constant Maturity Treasury (CMT) is posted once a month.

- (j) Perform proper edits and analysis on the factor information received from the Ginnie Mae REMIC trustees, as determined by Ginnie Mae. The Contractor shall immediately notify the Ginnie Mae REMIC trustee of all failed factor edits and work with the trustee to correct incorrect factors.
- (k) Maintain information on a rolling six-month basis from the Ginnie Mae Multiclass web page and make this information available as requested by Ginnie Mae.
- (l) Maintain a customer service group to answer questions from Multiclass program participants and investors. The service shall include Ginnie Mae's toll free 800 line to support the inquiries.
- (m) At Ginnie Mae's request, modify the Ginnie Mae Multiclass web page structure and format of the files posted on the Internet.
- (n) Maintain and reconcile the REMIC buffer account on a monthly basis, report any non-compliance with the trustee manual to Ginnie Mae, and act as trustee liaison for the buffer funding process. The Contractor shall verify and certify to Ginnie Mae that funding requests pass tolerance levels established by Ginnie Mae, and participate in trustee performance reviews conducted by Ginnie Mae. Also, the Contractor shall verify that the required funds have been received from or paid to the REMIC trustee's account at the FRBNY. The Contractor shall also provide appropriate balance reports to Ginnie Mae.
- (o) Maintain an offering circular supplement mailing list and/or email list for REMIC participants and investors using Ginnie Mae's proprietary Enterprise Contact Management System.
- (p) Mail or email each offering circular supplement to the entities using the REMIC mailing list, which shall be maintained by the Contractor.

Item 0015AA and if exercised Option Items 0115AA and 0215AA

TASKS

The Contractor shall:

Image and store on computer files in PDF or other format directed by Ginnie Mae) all REMIC offering circulars, and provide copies of the offering circulars as requested by investors, dealers or others.

C.3.15 RECORDS IMAGING, STORAGE, RETENTION AND RESEARCH SERVICES

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

TASKS:

The Contractor shall:

Create and maintain records and archives related to all the services performed under this contract

C.3.15.01 IMAGING

Items 0002,0003, 0004, 0005, 0007,0008 and if exercised Option Items 0102, 0103, 0104, 0105, 0107, 0108, 0202, 0203, 0204, 0205, 0207 and 0208

TASKS

The Contractor shall:

Image all pool submission documents (as required by the MBS Guide), Master Agreements and forms HUD 11702, final certification and recertification documents, documents associated with the transfer of issuer responsibility, GinnieNET electronic records, and all miscellaneous pool-related documents and stored on CD ROM. The Contractor shall provide all imaging including imaging of records as required in Section C.3.09. Documents shall be imaged using an industry standard format scanned at 300 DPI. CD ROM images and indices shall be written to Gold media in accordance with the ISO 9660 standard. These documents shall be imaged within 60 days of receipt or completion of the pool processing or transfers of issuer responsibility, custodial accounts, document custodians, etc. All imaging is to be done according to NARA standards.

Item 0015 and if exercised Option Items 0115 and 0215

TASKS

The Contractor shall:

- (a) Maintain current and historical information on various media and shall respond to research and retrieval requests from Ginnie Mae or the public within a reasonable time period (30 pools within 24 hours) using the Government-furnished hardware and software listed in paragraph H.4.
- (b) Acquire, maintain, and upgrade all imaging hardware, software, special purpose office equipment and supplies needed to support the current CD ROM system. The Contractor shall acquire a license for the existing software and/or update licensing requirements as applicable.

Storage Requirements: The Contractor shall:

- (a) Store all information provided as GFP or created under the contract, so that they are readily accessible by the Contractor in such a manner that the file stored can be retrieved and used by the Contractor and Government;
- (b) Store all information provided as GFP or created under the contract for the maximum time period as delineated below or until the files are returned to the Government or destroyed at the direction of the GTR;

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

(c) Store all information provided as GFP or created under the contract in accordance with Industry Best Practices and the Contractors Continuity of Operations Plan (COOP) for this contract, and in such a manner that all of the information is accessible to the Contractor and Ginnie Mae throughout the contract term and protected from all man made and natural disasters so that it is returned at the end of the contract in usable condition.

Storage Term: Pool files in hard copy can be destroyed after imaging is checked and verified. Microfilm/CD ROM images can be destroyed 6 years after termination of the pools or after all claims arising there under are satisfied, whichever is later. MBS certificates can be destroyed 7 years after cancellation, or after the satisfaction of any claim, whichever is later. This is to be done according to NARA standards.

The Contractor shall:

- (a) Store all information provided as GFP or created under the contract for a period of seven years in accordance with best commercial practices to ensure that the information in the files is usable for the entire seven years.
- (b) Upon completion of the seventh year for each piece of information, the Contractor may request disposition instructions from the GTR.

Disposition Requirements:

TASKS

The Contractor shall:

Request disposition instructions in accordance with Federal Acquisition Regulation (FAR) 45 whenever any stored property reaches an expiration date indicated above or at the end of the contract. The Contractor shall dispose of all property in accordance with the disposition instructions received from the GTR.

C.3.15.02 BLOOMBERG SERVICES

ITEM 0015AB and if exercised Option Items 0115AB and 0215AB

Provide the services listed below so that the information can be used at Ginnie Mae offices in Washington, DC.

The Contractor shall:

- (a) Provide all hardware, software and connectivity required to perform the service, including T-1 lines to transit the services, and provide access to all information required to use the Bloomberg Professional Service.
- (b) Provide three (3) 15” Bloomberg Flat Panel displays with all Bloomberg Financial Data capable of being displayed on the terminals at all times the information is available from Bloomberg L.P.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

(c) Provide one (1) subscription to “Bloomberg Anywhere” services, which allow for web-based access to the Bloomberg financial data.

(d) Provide real time support for any maintenance or repair issues and shall return all panels to service if service is interrupted within forty-eight (48) clock hours.

C.3.16 SAS NO. 70 AUDIT

Item 0020 and if exercised Option Items 0120 and 0220

TASKS

The Contractor shall:

Be subject to an independent SAS NO 70 audit (Report on policies and procedures placed in operation and tests of operating effectiveness) for each year of the contract term. An independent auditor shall conduct the SAS 70 review either procured by the Government under separate contract or ordered under Option Items 0120 or 0220. The Contractor shall provide the service auditor with access to all systems, information and people required to perform either a Level 1 or Level 2 SAS No. 70 review as determined by Ginnie Mae as the User Organization.

TASKS

Each time an audit is ordered under these option items, the Contractor shall:

Provide either a Level 1 or Level 2 SAS No. 70 review performed by an independent public accountant (IPA) firm as defined below. The American Institute of Certified Public Accounts (AICPA) Statement of Auditing Standards (SAS) No. 70 control objectives shall be at a minimum, equivalent to those required under the General Accounting Office Federal Information Systems Computer Audit Manual (FISCAM) for performing all work. The procedures performed and report shall meet the FISCAM requirements and supplemented to include application systems testing. Each review shall follow guidance provided by the General Accounting Office (GAO)'s Federal Information System Controls Audit Manual. All Level 1 and Level 2 SAS No. 70 reviews must be performed by an independent public accountant (IPA).

Each time an audit is ordered, the Contractor shall provide the SAS No. 70 report with a corrective action plan. Each audit including follow up work shall be completed by August 30th of the year ordered.

In addition the following conditions must be met:

1. In advance of performing the SAS No. 70, the Contract will provide Ginnie Mae with a listing of key persons, their engagement positions and personal resumes for the IPA principals and staff that will perform the engagement for review and approval.
2. The Contractor will submit a description of the proposed control objectives and related control activities ten work days before the Service Auditor’s engagement begins for review, suggested changes and

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

final approval by Ginnie Mae and/or its Service Auditor. The Service Auditor will coordinate through the Contractor and the User Organization to include both user control and Federal audit considerations.

- 3. To the extent possible, Contractor Control Objectives and Activities will recognize that the User Organization must comply with Federal agency computer security and management acts described in the current HUD’s Information Technology Computer Security Handbook 2400.25 REV 1 and other requirements as documented in the GAO current FISCAM or subsequently amended manual.
- 4. The Contractor will include an analysis of the disaster recovery plan, the most disaster recovery test results and the Contractor Organization’s corrective action for the said plan.

C.3.17 SPECIAL MAILINGS

Items 0014AA and if exercised Options Items 0114AA and 0214AA

When requested by Ginnie Mae, the Contractor shall duplicate and disseminate Ginnie Mae guides, handbooks, forms, policy letter, brochures, policy letters issued in various types of media, and other information to Issuers, Document Custodians, other program participants, interested parties, etc. Normally the above information is distributed to Issuers and Document Custodians by Ginnie Mae’s electronic e-Notification system.

- (a) Any materials that the Contractor determines can be duplicated in-house in various media and distribute to program participants within three business days of receipt shall be done by Contractor. If the Contractor determines it cannot timely and efficiently duplicate publications in-house, the Contractor shall timely arrange for duplication by an outside vendor.
- (b) Publication shall be distributed by regular mail, unless otherwise instructed by the GTR

Item 0014AC OVERNIGHT MAIL if exercised Options Items 0114AC and 0214AC

Most reports and notices are distributed to Issuers by Ginnie Mae’s electronic e-Notification system. The contractor shall distribute notices periodically by overnight mailing service.

Item 0014AD CD ROM DUPLICATION if exercised Options Items 0114AD and 0214AD

TASKS

The Contractor shall:

When requested by Ginnie Mae, duplicate and send CD-ROMS to program partners (Issuers, Document Custodians, etc) for the purpose of distributing software and/or user information.

C.3.18 REIMBURSEMENT OF TRAVEL COSTS (ODC)

Item 0016 OTHER DIRECT COSTS (ODC) if exercised Options Items 0116 and 0216

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Any cost to meet requirements identified as travel or other business expenses shall be identified as an ODC.

Reimbursement of Travel Costs. Contractor is expected to travel within the continental United States and Puerto Rico. Costs for transportation and per diem (lodging, meals, and incidental expenses) will be in accordance with the regulatory implementation of Public Law 99-234 and Federal Acquisition Regulation (FAR) 31.205-46 Travel Costs. Travel, subsistence, and associated labor charges for travel time for travel beyond a 50-mile radius of the Contractor’s facility are authorized on a case by case basis. However, all travel must be previously approved by the GTR. Contractors shall be responsible for all travel arrangements for contractor personnel. No travel will be reimbursed without prior approval from the GTR.

C.3.19 TRANSITION OUT

Option Item 0021

TASKS

The Contractor shall:

Upon exercise of this option item, transition the contract services to the new contractor. The initial transition out to the new contractor shall occur within six months. The Contractor shall be available to provide additional transition services to assist the new contractor for a period of six months following the transition to ensure uninterrupted performance to Ginnie Mae.

During the transition out, the Contractor shall provide the following services:

- Train/shadow new contractor with a minimum of 3 full-time staff;
- Convert and reconcile data; reconciliation shall include re-programming and review of reconciliation reports;
- Provide for off-site storage of inventory; transport of inventory to be stored shall also be provided by the Contractor;
- Certify inventory and movement of GFP; and
- Provide a “stay bonus” to maintain seasoned staff.

C.3.20 DISASTER RECOVERY

Item 0002 and if exercised Option Items 0102 and 0202

(a) Disaster Recovery Requirements. The Contractor shall implement and maintain the detailed disaster recovery plan provided in the proposal that outlines the steps and communication strategy necessary to ensure that all work under the contract processes continue uninterrupted. This plan shall be updated and delivered to the GTR annually during the term of this contract.

(b) The Contractor’s excusable delay in the event of a disaster is limited to four (4) hours or less. After four hours, the Contractor is required to resume and complete all business operations and processes for all day-to-day activities performed under this contract. The Contractor shall maintain and operate a disaster recovery site or sites, which ensure the Government of this performance. The Contractor shall provide the necessary human resources and facilities (work site, hardware, software, peripheral equipment, line charges,

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

etc) to maintain and operate the disaster recovery site to ensure continued operations in the normal course of performing this contract.

C.3.21 SUMMARY OF PRODUCTS TO BE DELIVERED TO GINNIE MAE

The following is a list of deliverables required under this contract. It is included as a summary and is not an exhaustive list. When in conflict, the information and deliverables described in the preceding Statement of Work (C.3 through C.3.22) shall control.

CONTRACT REFERENCE	DELIVERABLE TITLE	FREQUENCY	DATE FOR FIRST DELIVERY	NUMBER OF PAPER OR ELECTRONIC COPIES	RECIPIENT
C.3.02 (d)	SEI CMM LEVEL II CERTIFICATION	ANNUALLY	FIRST SIX MONTHS FROM CONTRACT AWARD	PAPER (1 COPY)	GTR
C.3.02 (f)	TECHNOLOGY REFRESH RECOMMENDATION	BI-ANNUALLY	SIX MONTHS FROM CONTRACT AWARD	PAPER (1 COPY) AND ELECTRONIC	GTR, CIO
C.3.02 (g)	BUSINESS CASES	WHEN REQUESTED	WHEN REQUESTED	PAPER (1 COPY) AND ELECTRONIC	GTR
C.3.02 (l)	NETWORK TOPOLOGY AND MANAGEMENT PLAN	UPON AWARD	DRAFT WITHIN 1 WEEK OF AWARD	PAPER (1 COPY) AND ELECTRONIC	GTR, CIO
C.3.02.04 (b)	MASTER AGREEMENT STATUS REPORTS	WHEN REQUESTED	WHEN REQUESTED	PAPER (1 COPY) AND ELECTRONIC	GTM
C.3.02.04 (c)	MASTER AGREEMENT ANNUAL RENEWAL / CERTIFICATION REPORTS	WHEN REQUESTED	WHEN REQUESTED	PAPER (1 COPY) AND ELECTRONIC	GTR
C.3.03	REMIT COMMITMENT FEES COLLECTED	DAILY UPON OCCURANCE	NEXT BUSINESS DAY	WIRE FUNDS	GINNIE MAE, OFFICE OF FINANCE
C.3.03 (i)	REPORT OF EXPECTED LIFE OF UNUSED POOL NUMBERS	BI-ANNUALLY	SIX MONTHS FROM CONTRACT AWARD	PAPER (1 COPY)	GTM
C.3.03.03 (c)	RETURNED POOLS/LOAN PACKAGES	UPON OCCURRENCE	NO LATER THAN ONE WORKDAY FOLLOWING RETURN	PAPER (1 COPY)	GTM
C.3.03.05 (g)	SINGLE FAMILY AND MULTIFAMILY LOANS	WEEKLY	TUESDAY OF FOLLOWING WEEK	ELECTRONIC	DATA COLLECTION AND RISK MANAGEMENT AGENT
C.3.03.05 (h)	GINNIE MAE WEEKLY POOL ISSUANCE REPORT	WEEKLY	TUESDAY OF FOLLOWING WEEK	PAPER (1 COPY) AND ELECTRONIC	GTM
C.3.04 (g)	REPORT OF PTS MONTHLY FEDERAL WIRE SUMMARY	MONTHLY	FIFTH BUSINESS DAY OF FOLLOWING MONTH	PAPER (1 COPY)	GTM

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.3.08.01 (e)	CENTRAL REGISTRY CHANGES REPORT	MONTHLY	SECOND BUSINESS DAY FOLLOWING THE RECORD DATE OF EACH MONTH	ELECTRONIC	ISSUER
C.3.08.01 (e)	CENTRAL REGISTRY CHANGES REPORT	DAILY	DAILY TO AFFECTED ISSUERS	ELECTRONIC	ISSUER
C.3.09.02 (f)	PROBLEM OF TIMELY DELIVERY OF MONTHLY SUMMARY REPORT OF OWNERSHIP CHANGES FOR GINNIE MAE I SECURITIES TO ISSUERS	MONTHLY, UPON OCCURRENCE	END OF MONTH	PAPER (1 COPY)	GTM
C.3.09.04	REMIT TRANSFER FEES	WEEKLY	TUESDAY OF FOLLOWING WEEK	WIRE FUNDS	GINNIE MAE, OFFICE OF FINANCE
C.3.10.03	RPB CORRECTION REPORT	MONTHLY	END OF MONTH	PAPER (1 COPY)	GTM
C.3.10.03 (b)	TWELVE-MONTH CUMULATIVE REPORT OF ALL ISSUERS WITH RPB CORRECTIONS	MONTHLY	END OF MONTH	PAPER (1 COPY)	GTM
C.3.10.09	11714 FILE	MONTHLY	9:00 A.M. EST, TENTH BUSINESS DAY	ELECTRONICALLY	DATA COLLECTION AND RISK MANAGEMENT AGENT
C.3.10.09	REPORT BY ISSUER OF REPORTING EXCEPTIONS	MONTHLY	END OF MONTH	PAPER (1 COPY)	GTR
C.3.10.11	ISSUER'S MONTHLY SUMMARY REPORT	MONTHLY	ELEVENTH CALENDAR DAY	ELECTRONICALLY	DATA COLLECTION AND RISK MANAGEMENT AGENT
C.3.10.12	QUARTERLY CERTIFICATION FOR CUSTODIAL ACCOUNTS	MONTHLY	ELEVENTH BUSINESS DAY OR WITHIN TWO BUSINESS DAYS OF RECEIPT IF RECEIVED AFTER THE TENTH	ELECTRONICALLY	DATA COLLECTION AND RISK MANAGEMENT AGENT
C.3.11.02	GNMA II ARM INDEX CONFIRMATION REPORT	QUARTERLY	WITHIN 7 BUSINESS DAYS OF THE FEDERAL RESERVE STATISTICAL RELEASE FOR THE QUARTER	PAPER (1 COPY)	GTM
C.3.11.04	COMPENSATION FOR FINANCIAL BENEFIT	MONTHLY	LAST BUSINESS DAY OF THE MONTH	WIRE FUNDS	GINNIE MAE, OFFICE OF FINANCE
C.3.13.07	REPORT OF FUNDS REMAINING IN THE GINNIE MAE II P&I CUSTODIAL DISTRIBUTION ACCOUNT	MONTHLY	END OF MONTH	PAPER (1 COPY)	GTM

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.3.11.07	REMIT GINNIE MAE II P&I THAT REMAIN IN DISBURSEMENT ACCOUNT FOR SIX MONTHS	MONTHLY	END OF MONTH	PAPER (1 COPY)	GINNIE MAE, OFFICE OF FINANCE
C.3.11.08	REMIT GINNIE MAE II GUARANTY FEES	MONTHLY	NEXT BUSINESS DAY AFTER DEPOSIT	WIRE FUNDS	GINNIE MAE, OFFICE OF FINANCE
C.3.11.08	GINNIE MAE II GUARANTY FEE REPORT	MONTHLY	FIVE BUSINESS DAYS AFTER THE DATE THE FEE IS COLLECTED	PAPER (1 COPY)	GTM
C.3.11.08	REMIT GINNIE MAE I GUARANTY FEES	MONTHLY	NEXT BUSINESS DAY AFTER RECEIPT	WIRE FUNDS	GINNIE MAE, OFFICE OF FINANCE
C.3.11.08	GINNIE MAE I GUARANTY FEE REPORT	MONTHLY	FIVE BUSINESS DAYS AFTER THE DATE THE FEE IS COLLECTED	PAPER (1 COPY)	GTM
C.3.11.12	REPORT OF SERVICEMEMBER'S DISBURSEMENT	QUARTERLY	5 BUSINESS DAY AFTER DISBURSEMENT	PAPER (1 COPY)	GTM
C.3.11.13	UNCLAIMED FUNDS MONTHLY REPORTS	MONTHLY	END OF MONTH	PAPER (1 COPY)	GINNIE MAE, OFFICE OF FINANCE
C.3.11.13	UNCLAIMED FUNDS RECONCILIATION	MONTHLY	END OF MONTH	PAPER (1 COPY)	GINNIE MAE, OFFICE OF FINANCE
C.3.14	REPORT NON-COMPLIANCE WITH THE TRUSTEE MANUAL	UPON OCCURRENCE	UPON OCCURRENCE	PAPER (1 COPY)	GTM
C.3.14	VERIFY AND CERTIFY FUNDING REQUESTS PASS TOLERANCE LEVELS	UPON OCCURRENCE	UPON OCCURRENCE	PAPER (1 COPY)	GTM
C.3.14	VERIFY THAT FUNDING HAS BEEN RECEIVED FROM OR PAID TO REMIC TRUSTEE'S ACCOUNT AT THE DEPOSITORY	UPON OCCURRENCE	UPON OCCURRENCE	PAPER (1 COPY)	GTM
C.3.14	REMIC BUFFER ACCOUNT BALANCE REPORTS	MONTHLY	END OF MONTH	PAPER (1 COPY)	GTM
C.3.16	SAS NO. 70 AUDIT REPORT AND CORRECTIVE ACTIONS PLAN	ANNUALLY	UPON OCCURRENCE	PAPER (1 COPY)	GTR
C.3.20	DISASTER RECOVERY PLAN	ANNUALLY	ONE YEAR FROM CONTRACT AWARD	PAPER (1 COPY) AND ELECTRONIC	GTR
G-1(C) Page G-1	MONTHLY INVOICE REPORT	MONTHLY	END OF FOLLOWING MONTH	PAPER (1 COPY) ATTACHED TO INVOICE AND ELECTRONIC COPY	GINNIE MAE, OFFICE OF FINANCE; GTR

SECTION D - PACKAGING AND MARKING

D.1 MARKING OF REPORTS

Unless otherwise specified in this contract, each written deliverable shall be marked with the following information on the cover:

- The title of the Deliverable
- Date of Deliverable
- Contract Number
- GTR's Name and Number

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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 of a clause may be accessed electronically at this/these address (es):

- <http://www.hud.gov>
- <http://www.hud.gov/offices/cpo/hudar.cfm>
- <http://www.arnet.gov/far/loadmainre.html>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984
2452.246-70	INSPECTION AND ACCEPTANCE	FEB 2006

E.2 Reserved.

E.3 QUALITY REQUIREMENTS FOR DELIVERABLES

The Contractor shall meet the following quality requirements for all deliverables under this contract:

- 98% accuracy containing 2% or fewer spelling, grammar or mathematical errors. None of the errors may have a bearing or impact on the content or outcome of the deliverable.
- 100% accuracy of the facts presented in the deliverable, each fact supported by working papers or traceable documentation.
- 100% completeness to the scope and depth specified in the Statement of Work (SOW).
- 100% on time delivery of deliverables in accordance with the due dates established in the deliverables schedule.

E.4 QUALITY REQUIREMENTS FOR SERVICES

Inspection of services associated with deliverables shall be based on an inspection of the deliverables.

All services rendered under this engagement shall maintain a high level of quality and integrity in providing strategic advisory services and executing Ginnie Mae’s clients’ transactions that meet the standards of a leading financial institution. The services provided must exhibit an uncompromising determination to achieve excellence in everything undertaken. This spirit is embodied in Ginnie Mae’s core values of client focus, integrity, meritocracy, excellence, entrepreneurial spirit and teamwork.

SECTION E - INSPECTION AND ACCEPTANCE

E.5 INSPECTION AND ACCEPTANCE OF OPTION TRANSITION IN/OUT:

Transition In: Reserved

Transition Out: Reserved

E.6 REQUIREMENT FOR CORRECTIVE ACTION

The Government, or any designated representative, shall have access to review all work during the course or upon completion of any work performed under this contract. Based on this review and any findings of substandard work, the Contractor shall correct the substandard work within the fixed price for the line item or task order.

E.7 CONTRACT AUDIT REVIEW

The Contractor shall participate in Ginnie Mae's contract inspection performed by a contractor performing Ginnie Mae work and provide all relevant information to Ginnie Mae's inspector as appropriate. The Contractor shall cooperate with all inspections and resolve all findings to Ginnie Mae's satisfaction within the fixed prices for the line items established in Section B of this contract. The Contractor agrees that the Government may deduct any monetary discrepancies from any invoices submitted by the Contractor as offsets to financial problems identified as part of the inspection that were caused by the Contractor's nonconformance with contract requirements.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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 of a clause may be accessed electronically at this/these address (es):

- <http://www.hud.gov>
- <http://www.hud.gov/offices/cpo/hudar.cfm>
- <http://www.arnet.gov/far/loadmainre.html>

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 PERIOD OF PERFORMANCE

Line Item 0001 The Contractor shall perform all services under this line item from September 1, 2008 through January 31, 2009.

Line Items 0002-0020 The ordering period for these IDIQ line items is from February 1, 2009 through January 31, 2012. The period of performance for each Task Order shall be specified in the Task Order, but under no circumstances may the period of performance of a Task Order extend beyond January 31, 2013.

Option Items 0102-0120 the contractor shall perform all services under this line item from February 1, 2012 through January 31, 2013. The period of performance for each Task Order shall be specified in the Task Order, but under no circumstances may the period of performance of a Task Order extend beyond January 31, 2014.

Option Items 0202-0220 the contractor shall perform all services under this line item from February 1, 2013 through January 31, 2014. The period of performance for each Task Order shall be specified in the Task Order, but under no circumstances may the period of performance of a Task Order extend beyond January 31, 2015.

Line Item 0021: the contractor shall perform all services under this line item for six (6) months after expiration of contract performance of all other line items the contractor has been tasked with performance.

F.3. PLACE OF PERFORMANCE

The place of performance for this Contract will be the Contractor’s work site. However, performance may require travel and work performed at HUD facilities or work sites.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PAYMENT SCHEDULE AND INVOICE SUBMISSION

Ginnie Mae makes payments to vendors via ACH and/or FEDWIRE. Consequently, Ginnie Mae requires that each vendor submit their banking information by completing the attached form (Attachment 1) titled, "ACH / WIRE VENDOR PAYMENTS & MISCELLANIOUS PAYMENT FORM." Also, if the vendor ever changes their bank and/or bank account information they must submit an updated form in order to get paid.

An invoice must include all items required by FAR clause 52.232-25, "Prompt Payment" and all of the following:

1. A signed original invoice must be submitted.
2. Vendor Invoice Number
3. HUD Contract Number
4. Ginnie Mae Tracking Number
5. Quantity, Units, Unit Price, and Total Price billed for each Fixed Price, Labor Hour/Time & Material, and Cost Line Item.
6. Labor Category, Number of Hours Worked for each labor Category, Unit Price for each Labor Category, and Total Price for each Labor Category and Time & Material Line Item.
7. Total Material Cost incurred for each Time & Material Line Item with an itemized Breakdown of the Cost Incurred by Item.
8. For each Cost-Type Line item provide an itemized Cost Breakdown of the Cost Incurred.
9. Billing Period
10. Total Contract Value
11. Total Amount Obligated
12. Total Amount Obligated by Line item and Task Order
13. Total Amount Invoiced by Line Item and Task Order
14. Total Amount Invoiced
15. Cumulative Amount Billed by Line Item and Task Order and Total
16. Cumulative Amount Paid by Line item and Task Order and Total
17. Remaining obligated amount available (Item 10 – Item 14)
18. Monthly report that summarized all activities completed during the invoice period, including deliverables, dates delivered, etc.
19. The monthly report shall contain the certificate of conformance required by FAR 52.246-15 if applicable. The certificate shall cover all activities completed during the month.

Invoices may be sent to Ginnie Mae via regular United States Postal Service or by UPS/FedEx/DHL etc.

If mailing invoices via United States Postal Service use the following address:

Ginnie Mae Office of Finance
ATTN: Controller
451 7th Street, SW, B-133
Washington, DC 20410

If mailing invoices via UPS/FedEx/DHL etc. (overnight mail), please use the following address:

Ginnie Mae Office of Finance
ATTN: Controller

SECTION G - CONTRACT ADMINISTRATION DATA

3rd Floor Potomac Center South Tower
550 12th Street, SW
Washington, DC 20024

G.2 HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE (FEB 2006)

(a) The Government Technical Representative (GTR) for liaison with the contractor as to the conduct of work is Mr. Thomas Weakland or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR..

(b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:

- (1) Causes the contractor to perform work outside the statement of work or specifications of the contract;
- (2) Constitutes a change as defined in FAR 52.243 1;
- (3) Causes an increase or decrease in the cost of the contract;
- (4) Alters the period of performance or delivery dates; or
- (5) Changes any of the other express terms or conditions of the contract.

(c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone, facsimile (fax), or electronic mail.

(d) Certain of the GTR's duties and responsibilities may be delegated to one or more Government Technical Monitors (GTM) (see HUDAR subpart 2402.1). The Contracting Officer will notify the contractor in writing of the appointment of any GTMs.

(e) Other specific limitations: N/A

(f) The contractor shall promptly notify the Contracting Officer whenever the contractor believes that guidance provided by any government personnel, whether or not specifically provided pursuant to this clause, is of a nature described in paragraph (b) above.

G.3. HUD GOVERNMENT TECHNICAL MONITOR

The Government Technical Monitors (GTM) for this contract will be provided at the time of award. The GTMs are located at Potomac Center South Building, 550 12th Street SW, 3rd Floor. The GTMs shall support the GTR by providing technical guidance to the Contractor in performance of the contract. The GTM is constrained by the same limitation identified in paragraph (b) of Clause G.2 of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

The 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 of a clause may be accessed electronically at these addresses:

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

HUD Clauses: <http://www.hud.gov/offices/cpo/hudar.cfm>

NOTICE: The following contract clauses are hereby incorporated by references:

NUMBER	DESCRIPTION	DATE
2452.239-71	INFORMATION TECHNOLOGY VIRUS SECURITY	FEB 2006

H.2 AS 1301 INCORPORATION OF SUBCONTRACTING PLAN (NOV 1997)

The Contractor's approved subcontracting plan, dated [*date to be inserted at time of award*] is a material part of this contract and is hereby incorporated by reference.

H.3 LIMITED POWER OF ATTORNEY

Ginnie Mae shall make, constitute, and appoint the Contractor its true and lawful attorney with power to sign the form HUD 11705 in Ginnie Mae's name, for the purpose of authorizing the issuance and guaranty of certificates.

H.4 GOVERNMENT-FURNISHED PROPERTY AND INFORMATION

In order to provide the services required by the Statement of Work in Section C of the contract, the Contractor shall use a combination of Government-furnished Property (GFP) and Contractor-furnished Property (CFP). The Contractor shall use CFP to facilitate the required processes of this SOW. The Government will provide the following Government-furnished Property (GFP) at its current location. GFP also includes Ginnie Mae Government-furnished Information Technology Systems Applications (GIFITSA). The Contractor shall transport the Government-furnished Property to the Contractor's facility within fourteen calendar days of availability.

HUD intends to amend the solicitation to provide Offerors with a detailed list of additional hardware and software being provided to support this contract as government-furnished property, as the result of the Business Process Improvement (BPI) initiative that is ongoing. Additional information regarding the BPI initiative shall be provided to Offerors at the pre-proposal conference. See Section C.2.07(c) of the RFP for a detailed description of the BPI initiative.

The Contractor shall bear the cost of transporting, installing, modifying, repairing, or otherwise making the property suitable for use. During the contract term, the Contractor shall maintain all GFP. **The Contractor shall make enhancements to existing Government-furnished systems applications. The Contractor shall make minor enhancements of 400 hours or less per enhancement as part of the price established in Section B of this Contract. For any enhancements, the contractor shall prepare and provide all**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

documentation required by the HUD System Development Methodology (SDM). The government has data rights to the enhancements of all Government-furnished system applications in accordance with the data rights clauses included in this contract.

Upon request, or the end of the contract term, the Contractor shall pack, package and make ready for transport the Government-furnished Property. The Contractor may request disposal of Government-furnished Property or Contractor acquired Government-furnished Property during the term of the contract from the GTR. The Contractor shall dispose of all Government-furnished Property or Contractor acquired Government-furnished Property in accordance with the GTR's direction within the fixed prices established in Section B of the Contract, with no adverse impact to Ginnie Mae's operation.

Item Description	Date to Be Provided	Date Returned
GinnieNET System (GinnieNET) source code for business application and all available documentation	Within one week of contract award	Contract Completion
Integrated Pool Management System (IPMS) source code for business application and all available documentation	Within one week of contract award	Contract Completion
Generalized Mortgage-Backed Securities system for Central Registry, Transfer and Payment System source code for business application and all available documentation	Within one week of contract award	Contract Completion
Pool Transfer System (PTS) source code for business application and all available documentation	Within one week of contract award	Contract Completion
Master Agreement Database source code for business application and all available documentation	Within one week of contract award	Contract Completion
REMIC Database source code for business application and all available documentation	Within one week of contract award	Contract Completion
Multifamily Database source code for business application and all available documentation	Within one week of contract award	Contract Completion
Letters of Credit System source code for business application and all available documentation	Within one week of contract award	Contract Completion
All Government owned data and files and information in any other media currently in	Within one week of contract award	Contract Completion

SECTION H - SPECIAL CONTRACT REQUIREMENTS

<p>the possession of the incumbent Contractor This includes at least 7,849 cartons located at off-site storage facilities in Pawlin and Port Ewen, New York. Each carton measures 15 inches in length by 10 ½ inches in height. There are also 1,151 CDs, 9, 171 microfilm tapes and 7 cabinet draws of microfiche representing 240 months (1983 through 2002) of Ginnie Mae II vouchers and daily and monthly Ginnie Mae I transfer sheets</p>		
<p>Blank Ginnie Mae Certificates</p>	<p>Within one week of contract award</p>	<p>Contract Completion</p>
<p>*CD ROM Retrieval System</p> <ul style="list-style-type: none"> • IMB 300PL Pentium II 64 MEG 6.4 GIG Hard Disk Model Number 6862-88U, Serial Number 23CTDN8 17" Monitor G74 • Kodak Imagelink Retrieval Workstation 1000 • IMB Intellistation Pentium III 128 MEG 6.4 GIG Hard Disk Model Number 6868-40U, Serial Number 23PX999 	<p>Within one week of contract award</p>	<p>Contract Completion</p>

Other Information

When access to data maintained by other Ginnie Mae Contractors or stakeholders is required, the Government Technical Representative (GTR) will provide reasonable access to the Contractor upon request.

H.5 PUBLICIZING AWARDS

The Contractor or anyone acting on behalf of the Contractor shall not refer to this contract in any news release or commercial advertising without first obtaining written consent from the President of Ginnie Mae. The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or services is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.6 HUDAR 2452.222-70 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (FEB 2006)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract meets all applicable standards for accessibility to persons with disabilities pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and any implementing regulations of the Department. The contractor shall be responsible for ascertaining the specific accessibility needs (e.g., sign language interpreters) for each meeting, conference, or seminar in light of the known or anticipated attendees.

H.7 KEY PERSONNEL

The personnel specified below are considered essential to the work being performed under this contract and are part of the basis for award of the contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversions shall be made by the Contractor without the written consent of the Contracting Officer. Further, the Contractor must receive written approval from the Contracting Officer of any proposed substitution or replacement of the proposed key personnel. Key personnel listed below shall perform as follows:

Name of Key Personnel	Title or Labor Category	Tasks the Key Person will perform
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*

H.8 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)

The parties agree to use their best efforts to resolve any disputes that may arise without litigation. If unassisted negotiations are unsuccessful, the parties will use ADR techniques in an attempt to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful. If the ADR is not successful, the parties retain their existing rights.

H.9 WORK PRODUCT AS GOVERNMENT PROPERTY

Notwithstanding anything to the contrary in this contract, the Contractor agrees that all work products (including the advice, whether oral or written) arising from or associated with this contract is derived and intended solely for the use and benefit of Ginnie Mae. The Contractor acknowledges that all work products (including, but not limited to opinions, advice, data, documentation and non-commercial software) is the property of Ginnie Mae and shall be returned to Ginnie Mae upon the termination or expiration of this contract. The Contractor agrees that it will not assert lien rights against any such work product.

SECTION I – CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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 of a clause may be accessed electronically at this/these address (es):

<http://www.hud.gov>

<http://www.hud.gov/offices/cpo/hudar.cfm>

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
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
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	NOV 2007
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS 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
52.222-35	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

SECTION I – CONTRACT CLAUSES

52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-41	SERVICE CONTRACT ACT OF 1965	NOV 2007
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	NOV 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.225-5	TRADE AGREEMENTS	NOV 2007
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA—GENERAL	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007
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
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1A	GOVERNMENT PROPERTY ALTERNATE I (JUNE 2007)	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
2452.203-70	PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES	FEB 2006
2452.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST	APR 1984

SECTION I – CONTRACT CLAUSES

I.2 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2007)

(a) Definition.

"United States", as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Provide a copy of the code to each employee engaged in performance of the contract.

(2) The Contractor shall promote compliance with its code of business ethics and conduct.

(c) Awareness program and internal control system for other than small businesses. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract. The Contractor shall establish within 90 days after contract award, unless the Contracting Officer establishes a longer time period--

(1) An ongoing business ethics and business conduct awareness program; and

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) For example, the Contractor's internal control system should provide for--

(A) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting;

(B) An internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;

(C) Internal and/or external audits, as appropriate; and

(D) Disciplinary action for improper conduct.

SECTION I – CONTRACT CLAUSES

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days, except when the subcontract--

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

I.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 12 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. The minimum amount to be ordered under this contract is a cumulative total of one-million dollars (\$1,000,000.00).

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

- (1) Any order for a single item in excess of \$50,000,000.00;
- (2) Any order for a combination of items in excess of one-hundred and twenty-five million dollars (\$125,000,000.00);

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items)

SECTION I – CONTRACT CLAUSES

called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period.

I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 9 months.

SECTION I – CONTRACT CLAUSES

I.8 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

It is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated (to be determined at time of award) upon which this contract is based.

I.9 HUDAR 2452.237-70 KEY PERSONNEL (FEB 2006)

(a) Definition. "Personnel" means employees of the contractor, or any subcontractor(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities.

(b) The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the Contracting Officer. Further, the Contractor must receive written approval from the Contracting Officer of any proposed substitution or replacement of the proposed key personnel. Key personnel shall perform as follows:

[List Key Personnel and/or positions, and tasks, percentage of effort, number of hours, etc., for which they are responsible, as applicable.]

I.10 AS 1302 POSTAWARD CONFERENCE

The contractor shall be required to attend a post-award conference. The conference will be held at HUD Headquarters. The Contracting Officer or designee will notify the contractor of the date and time of the conference.

I.11 CONTRACTOR PERFORMANCE SYSTEM (CPS)

The Contractor shall register for the Contractor Performance System (CPS). The system is used to evaluate the Contractor's performance under this contract on a yearly basis. Contractors who currently are registered in CPS need not re-register.

The following is the website for registration for contractors:

http://ocm.od.nih.gov/cdmp/cps_contractor.htm

Access to the system, after obtaining a username and password, is at the following address:

<https://cpscontractor.nih.gov/>

SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT NUMBER</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. PAGES</u>
1	ACH/FED Wire Form	N/A	1
2	“Offeror Agreement”	N/A	1
3	“Nondisclosure Agreement”	N/A	1
4	Past Performance Evaluation Survey	N/A	3

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT 2

Nondisclosure Agreement between the Department of Housing and Urban Development and Offeror Granting Conditional Access to Sensitive but Unclassified Information (“Offeror Agreement”)

Solicitation Number: _____ (“Solicitation”)

Offeror Name: _____ (“Offeror”)

As a condition of receiving sensitive information, as that term is defined in the Nondisclosure Agreement between the Department of Housing and Urban Development and External Parties Granting Conditional Access to Sensitive but Unclassified Information (“Nondisclosure Agreement”), Offeror hereby agrees that it will not use the sensitive information for any purpose other than to prepare a proposal for this Solicitation, on the terms provided in the Nondisclosure Agreement.

Offeror understands and agrees that the Offeror Agreement extends to all parties that gain access to the sensitive information through Offeror. Offeror agrees that no person shall be granted access to the sensitive information before executing a Nondisclosure Agreement. Offeror shall provide to the HUD contracting officer the original executed Nondisclosure Agreement for each employee, agent, or representative of Offeror who is granted access to the sensitive information.

Offeror understands that any unauthorized use, release, or disclosure of sensitive information in violation of this Offeror Agreement, or of any Nondisclosure Agreement executed by an employee, agent, or representative of Offeror, may result in the disqualification of Offeror from consideration of award with respect to this Solicitation, and may subject Offeror to such administrative, civil, or criminal remedies as may be authorized by law.

I certify that I am an officer, or an otherwise authorized representative, of Offeror below with authority to bind the company with respect to the commitments made herein.

_____ [*Insert name of corporation*],

a _____ [*Insert state of incorporation*] corporation

By: _____
Signature

Date

Print Name

Title

Telephone Number

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT 3

Nondisclosure Agreement between the Department of Housing and Urban Development (“HUD”) and External Party Granting Conditional Access to Sensitive but Unclassified Information (“Nondisclosure Agreement”)

Reference Solicitation Number: _____

Offeror Name (*company*): _____ (“Offeror”)

I _____ (*print name*) understand that for the purpose of the preparation of an offer in response to the above referenced solicitation solely on behalf of the above named Offeror, and not as an agent or representative of any other party, I may be granted access to sensitive but unclassified (“sensitive”) information, and hereby consent to this agreement as a condition to such access.

I also understand that:

- “Preparation of an offer,” as used in this agreement, may include: the preparation, in whole or in part, of an initial offer; consultation with or other contribution to the preparer(s) of such offer; discussions and negotiations concerning the offer after its submission; and preparation of, consultation on, and discussions and negotiations concerning, revisions to the initial offer.
- Sensitive but unclassified (“sensitive”) information is any information the loss, misuse, or unauthorized access to, or modification of which, could adversely affect the national interest or the conduct of federal programs or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
- Sensitive information is not available to the general public.
- Sensitive information may include: Government acquisition-sensitive information, including source selection information as defined at section 2.101 of the Federal Acquisition Regulation (48 CFR Chapter 1), contractor/offeror bid or proposal information, and information contained in individual contracts that is not public information and such contract information that is contained in Government databases; proprietary, economic, financial, or business information (*e.g.*, salary information) provided to the Government by other parties (*e.g.*, other contractors) or belonging to HUD; and any other information that the HUD contracting officer or other authorized HUD employee explicitly identifies as sensitive.
- Sensitive information may exist in different physical media (*e.g.* paper, electronic file, audio or video disc) or be transmitted orally, may be developed under or pre-exist a contract, and may be in its original form or a derivative form (*i.e.* where the information has been included in contractor-generated work, or where it is discernible from materials incorporating or based upon such information).
- Any unauthorized use, release, or disclosure on my part of sensitive information in violation of this agreement may result in the disqualification of the above named Offeror from consideration of award with respect to the above solicitation, and may subject me and/or my employer to administrative, civil, or criminal remedies as may be authorized by law.

Therefore, I agree that:

SECTION J - LIST OF ATTACHMENTS

- I will use sensitive information to which I have been granted access only for official purposes in the preparation of an offer (as described above) in response to the above referenced solicitation.
- Except as expressly authorized by the HUD contracting officer, I will not disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual, including employees of my company or any other contractor employee(s), any sensitive information, including such sensitive information that in the future may be made part of the public domain.
- I will not seek access to any sensitive information that has not been provided to me or to which I am not authorized to have access.
- I will take all reasonable precautions to prevent the unauthorized use, release, and disclosure of sensitive information to which I have been granted access.
- I will immediately notify my superiors and the HUD contracting officer of any unauthorized use, release, or disclosure of sensitive information of which I become aware.
- Upon the completion of my involvement in the preparation of an offer in response to the above referenced solicitation, I will surrender and return all physical media provided to me, or which I have created (including personal documentation, *e.g.*, notes) during the period of my conditional access permitted by this agreement, that contain sensitive information in accordance with the direction provided to me by my company or the HUD contracting officer.
- Unless and until I am provided with a written release from this agreement, all conditions and requirements contained herein shall apply during the period of my conditional access to sensitive information and at all times thereafter.

I am (*check appropriate box*):

An employee of the Offeror

Under a contractual or other agreement with the Offeror (*describe, e.g., independent consultant*):

Name of company: _____

Signature

Date

Address: _____

Phone Number: _____

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT 4

PAST PERFORMANCE EVALUATION SURVEY

RE: RFP R-OPC-23287

PLEASE FAX or Email on or before June 3, 2008

TO: Katharina Washington (202) 401-2032

FROM: (Insert Name of Firm or Organization)

NAME of OFFEROR: _____

CONTRACT NUMBER: _____

CONTRACT TYPE: _____

AWARD DATE: _____ COMPLETION DATE: _____

CONTRACT VALUE: _____

GTR/Contact Name: _____

GTR/Contact Title: _____

GTR/Contact Phone Number: _____

Check all of the following contract types that apply:

- _____ FIRM-FIXED PRICE (FFP)
- _____ FIXED-PRICE, ECONOMIC PRICE ADJUSTMENT (FP-EPA);
- _____ COST-PLUS-FIXED-FEE (CPFF), COMPLETION OR TERM;
- _____ COST-PLUS-INCENTIVE-FEE (CPIF);
- _____ COST-PLUS-AWARD -FEE (CPAF);
- _____ COST Plus No Fee; COST SHARING;
- _____ INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ);
- _____ FEDERAL SUPPLY SCHEDULE;
- _____ REQUIREMENTS;
- _____ LABOR HOURS;
- _____ TIME AND MATERIALS (T&M);

DESCRIPTION(S) OF PRODUCTS OR SERVICES PROVIDED:

Please rate the company listed above on the contract listed above. Please provide comments to describe your ratings. Detailed comments are the most useful in the evaluation process. Your name will not be shared with the firm evaluated, but any adverse results that they are unaware of will be provided to them for comment only.

SECTION J - LIST OF ATTACHMENTS
A QUALITY OF PRODUCTS AND SERVICES

Reliability: Describe the Offeror's success in meeting contract requirements relating to service performance.

____ Outstanding ____ Good ____ Satisfactory ____ Poor ____ Unsatisfactory

Comments:

Reports: Were users able to access the reports as needed? Was the data reliable?

____ Outstanding ____ Good ____ Satisfactory ____ Poor ____ Unsatisfactory

Comments:

Overall Quality of Product/Services:

____ Outstanding ____ Good ____ Satisfactory ____ Poor ____ Unsatisfactory

Comments:

Timeliness of Performance:

____ Outstanding ____ Good ____ Satisfactory ____ Poor ____ Unsatisfactory

Comments:

BUSINESS RELATIONS:

____ Outstanding ____ Good ____ Satisfactory ____ Poor ____ Unsatisfactory

Comments:

Would you select this firm again?

____ Yes ____ No

Explain:

Preparer Name (Please print): _____

Preparer Phone Number: _____

Preparer Signature: _____

SECTION J - LIST OF ATTACHMENTS

Date Signed: _____

Please return this survey to:

Katharina Washington, Contracting Officer
Department of Housing & Urban Development
Fax: 202/401-4032

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 523110.

(2) The small business size standard is \$6.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (c) applies.

[] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the On-line Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

FAR Clause #	Title	Date	Change
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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.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

INTRODUCTION

The purpose of this Request for Proposals is to procure certain services in support of Ginnie Mae’s Mortgage-Backed Securities program.

An eligible Offeror under the PPA/CPTA solicitation shall demonstrate that it meets the following requirements:

a.) It is a (i) federally-chartered bank or a state-chartered bank or trust company regulated by the Federal Reserve System or the Federal Deposit Insurance Corporation, and (ii) its ultimate (or top-tier) parent holding company is organized under the laws of the United States, as determined by HUD in its sole discretion.

b.) It will conduct all operations under the contract within the fifty (50) United States and the District of Columbia.

Failure to satisfy these two requirements shall render Offeror’s proposal ineligible for further consideration.

L.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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 of a clause may be accessed electronically at this/these address (es):

- <http://www.hud.gov>
- <http://www.hud.gov/offices/cpo/hudar.cfm>
- <http://www.arnet.gov/far/loadmainre.html>

<u>Number</u>	<u>Title</u>	<u>Date</u>
52-215-1	INSTRUCTIONS TO OFFERORS –COMPETITIVE ACQUISITION	JAN 2004
*52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT 1997
52-217-5	EVALUTION OF OPTIONS	JUL 1990
2452.209-70	POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST	FEB 2000

* Provision number 52.215-20 will not apply if two or more responsible offerors, competing independently, submit priced offers that satisfy the Government’s expressed requirement and if there is no finding that the price of the otherwise successful offeror is unreasonable.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.2 2452.233-70 REVIEW OF CONTRACTING OFFICER PROTEST DECISIONS (FEB 2006)

(a) In accordance with FAR 33.103 and HUDAR 2433.103, a protester may request an appeal of the Contracting Officer's decision concerning a protest initially made by the protester to the Contracting Officer. The protestor must submit a written request for an appeal to [U.S. Department of Housing and Urban Development (HUD), ATTN: Mr. Joseph A. Neurauter, Chief Procurement Officer, 451 Seventh Street, SW, Room 5256, Washington DC 20410-3000] not later than 10 days after the protestor's receipt of the Contracting Officer's decision (see FAR 33.101 for the definition of "days").

(b) The HCA shall make an independent review of the Contracting Officer's decision and provide the protester with the HCA's decision on the appeal.

L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Quantity/Indefinite Delivery contract resulting from this solicitation.

L.4 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Housing & Urban Development (HUD)
Office of the Chief Procurement Officer
451 Seventh Street, SW, Room 5256
Washington, DC 20410-3000

(b) A copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 ADDITIONAL INFORMATION TO BE PROVIDED TO OFFERORS

HUD intends to amend the solicitation to provide Offerors with a detailed list of additional hardware and software being provided to support this contract as government-furnished property, as the result of the Business Process Improvement (BPI) initiative that is ongoing. Additional information regarding the BPI initiative shall be provided to Offerors at the pre-proposal conference. See Section C.2.07(c) of the RFP for a detailed description of the BPI initiative.

L.6 QUESTIONS FROM OFFERORS CONCERNING THE SOLICITATION

The PPA schedule includes a pre-proposal conference after the release of the RFP and followed shortly thereafter by a Q&A period.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Offerors may submit questions, concerns, or request clarification of any aspect of this solicitation via electronic mail to Katharina.Washington@hud.gov. The Offeror must include the company name in the subject line of the email. The question(s) should include the page number and paragraph number or identifier, which pertains to the Offeror's question. Questions received without this information may not be answered. It is requested that all questions be received by **May 23, 2008** to allow the Government adequate time to prepare and issue responses so that Offerors can use the information to prepare their proposals. The Government will continue to accept questions up to the closing date and time set for receipt of proposals; however, time may not permit responses to questions received after **June 5, 2008**. Comments and questions must reference **SOLICITATION R-OPC-23287**. Acknowledgment of receipt of questions will not be made. Communications deemed necessary or important to understand or respond to the solicitation will be posted along with any and all solicitation amendments at www.hud.gov/offices/cpo/contract and Fedbizopps.

L.7 INSTRUCTIONS FOR SUBMISSION OF OFFERS

Proposals must be submitted no later than June 17, 2008 at 12:00 Noon local time at the following address:

U.S. Department of Housing & Urban Development (HUD)
Office of the Chief Procurement Officer
Ginnie Mae Support Division
451 Seventh St. SW Room 5266
Washington, DC 20410
Attention: Ms. Katharina Washington

Modifications, amendments or withdrawal of proposals and other written non-electronic communications should be made to the above address before the closing date and time. Offers transmitted via facsimile shall not be considered. Offerors must also submit transition plan documents on or before the deadline noted herein. Offerors are required to submit one original paper copy, one CD ROM version of the entire proposal in **Microsoft Word 2003, with read and write access**, and seven paper copies of Volumes I & II of the proposal. Offerors must comply with the detailed instructions for proposal format and content. Proposals that do not comply with the detailed instructions for format and content may be considered non-responsive and may render the Offeror ineligible for consideration and/or award.

Potential Offerors should also be aware that the HUD headquarters building is a secure federal building. All visitors must enter through either the North or South Lobby and are required to pass through a metal detector, have their belongings screened by an x-ray system, show valid picture identification and sign the HUD visitor's log. Guards will then telephone the visitor's contact office for an official escort, which will require additional time. Therefore, Offerors must ensure that any commercial delivery service or company employee carry appropriate identification, and they should allow extra time for hand-carried deliveries. Delays experienced at the guard desk or refusal of admission DO NOT constitute excusable delays. Proposals must be in the designated place no later than the deadline specified in the solicitation in order to be considered for award.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.8 ACCESS TO SENSITIVE HUD INFORMATION

- (a) For the sole purpose of preparing an offer in response to this solicitation, HUD will make available to prospective Offerors certain sensitive information. "Sensitive information" is defined in the Nondisclosure Agreement referenced in paragraph (b)(2) below.
- (b) As a prior condition to being provided access to sensitive information, each prospective Offeror shall execute the following nondisclosure agreements and deliver the executed agreements to the Contracting Officer:
 - (1) Nondisclosure Agreement between the Department of Housing and Urban Development ("HUD") and Offeror Granting Conditional Access to Sensitive but Unclassified Information ("Offeror Agreement") (see Attachment 2). This agreement must be executed by an officer or other representative of the company authorized to bind the firm to the commitments made by the agreement and the individual nondisclosure agreements executed by those Offeror employees or representatives to whom the sensitive information will be provided.
 - (2) Nondisclosure Agreement between the Department of Housing and Urban Development and External Party Granting Conditional Access to Sensitive but Unclassified Information ("Nondisclosure Agreement") (see Attachment 3). A separate agreement must be executed by each person to whom access to the sensitive information will be provided, regardless of whether HUD or the Offeror provides such access. The Offeror is responsible for ensuring that all affected individuals execute a nondisclosure agreement.
- (c) The Sensitive Information will be provided to prospective Offerors by the Contracting Officer on compact disk (CD) after the release of this solicitation. HUD also will make available to prospective Offerors access to a Reading Room in which they may review additional sensitive information.
- (d) To obtain a CD, prospective Offerors must deliver to the Contracting Officer the Offeror Agreement, executed by an authorized official of the firm (see instruction (b)(1) above).

L.8.1 "Offeror Agreement" – See Section J, Attachment 2

L.8.2 "Nondisclosure Agreement" – See Section J, Attachment 3

L.9 GENERAL INFORMATION REQUIRED TO PREPARE OFFERS:

For Bidding/Proposal purposes, the estimated effective date of contract award is August 29, 2008.

The proposal shall consist of a written proposal. The written proposal shall be prepared and submitted in form and content in accordance with the instructions herein. Offerors must respond to all stated solicitation requirements with no additions or deletions. All required information must be completed. Non-conformance with any of the solicitation requirements may render the offer non-responsive, and the Offeror may be ineligible for award consideration.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

An Offeror's proposal is presumed to represent his best effort to respond to the solicitation. Offerors are reminded that offers containing exceptions to the solicitation may render the offer non-responsive, and the Offeror may be ineligible for award. The Government reserves the right to award without discussions and based on initial proposals.

Offerors must provide comprehensive information on all pertinent aspects of the effort being offered to enable the Government to evaluate the Offeror's understanding of, and capability to meet, all the stated requirements covered in the Statement of Work (SOW). The Offeror shall also provide sufficient detail to substantiate the validity of all stated claims. Further, the Offeror shall indicate that it shall comply with each requirement of the solicitation and shall explain how each compliance objective will be achieved. Clarity, completeness and conciseness are essential, and the overall breadth and depth of the proposal will be evaluated in the context of being representative of the Offeror's capabilities. Responses must adequately address specific solicitation requirements and be responsive to the terms and conditions of the solicitation. The Government also reserves the right to change any of the terms and conditions of this solicitation by amendment at any time prior to contract award, and to allow Offerors to revise their offers accordingly, as authorized by FAR 15.206.

L.10 PROPOSAL FORMAT

In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all Offerors submit their proposals in accordance with the format and content specified. Offerors must respond to all requirements of the solicitation. Offerors shall not alter the solicitation (other than completing the appropriate "fill-in" blocks and certifications). Offerors that do not comply with the detailed instructions for the format and content of the proposal may be considered non-responsive and may render the Offeror ineligible for award consideration.

- (a) Proposals shall be submitted in two parts, as described below. Each part must be completed separately so that evaluation of each may be conducted independently.
- (b) Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. The Offeror's name and address, the solicitation number and the date and time specified in the solicitation for proposal submission must appear in writing on the outside of the package.
- (c) Proposals shall be submitted in original and seven copies of both parts. One CD ROM with Microsoft Word 2003 of the documents, with read and write access, shall also be submitted.
- (d) It is the sole responsibility of the Offeror to ensure that the electronic media submitted is virus free and can be opened and read by the Government. If the electronic media cannot be opened and read by the Government, the Offeror shall have 72 hours after notification of the same to correct the deficiency. After that time, if the electronic media cannot be opened and read by the Government, the proposal may be determined unacceptable and may render the Offeror ineligible for award consideration.

The proposal shall comply with the following format requirements:

- 8.5 x 11 inch paper,
- Single-spaced typed lines
- 1-inch margins
- 12-point Times New Roman font for text
- 10-point font size for graphics and charts.
- Foldout charts and graphs may be included as a single page

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- CD ROM shall be submitted in Microsoft Word, file version 2003.

The proposal shall be limited to the following submissions and pages:

<u>Proposal Element</u>	<u>Page Limit</u>
Volume I Offer	2 pages
Cover letter	1 page
SF 33	No limit
Section B	No limit
Audited Financial Statement	No limit
Section H Section	No limit
Section K	No limit
 Volume II Technical Proposal	
Evaluation Factor 1: Technical Capability	
(a) Knowledge/Experience	15 pages
(b) Experience Chart	4 pages
(c) Resumes of Key Personnel	2 pages per resume
(d) Management Approach	
Organizational Chart	4 page chart
Flow chart of each process	2 page narrative
Narrative for all processes	1 page for each process flow
Disaster recovery & COOP plans	60 pages total
(e) Transition Plan	5 pages
	10 pages
Evaluation Factor 2: Past Performance	
(a) Reference Table	1 page
(b) Relevance Table	1 page
(c) Copy of Recent Government Performance Appraisals	No limit
(d) Customer Surveys provided by customers	3 pages per survey
Evaluation Factor 3: Subcontracting	
a. Subcontracting Plan	10 pages

L.11 PROPOSAL CONTENT

The completion of an offer and its submission to the Government shall indicate the Offeror's unconditional agreement to the terms and conditions in this solicitation. In evaluating an Offeror's capability, the Government shall consider how well the Offeror complies with the instructions in the solicitation.

PART I OFFER

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

COVER LETTER: The proposal shall include a cover letter signed by an individual authorized to commit the company to the proposal. The cover letter shall identify all enclosures being transmitted as part of the proposal. The letter shall include all information required by FAR 52.215-1. In addition, the cover letter must include:

- Acknowledgement that it transmits an offer in response to the solicitation;
- Taxpayer Identification Number (TIN);
- DUNS number ;
- Address(es) of the location(s) at which the Offeror intends to perform the proposed effort;
- Statement that the Offeror is registered in CCR;
- Names and telephone numbers of persons authorized to conduct negotiations, as well as the name of the official authorized to bind the Offeror's organization; and
- Statement that by submitting the offer the Offeror agrees that there are no known Organizational Conflicts of Interest that would prevent either the Prime Contractor or any Subcontractor from performing under the contract.

Standard Form 33: The Offeror shall complete blocks 13 through 18.

Section B: The Offeror shall insert the unit and total prices for each line item where an "*" appears.

Section H: Government-furnished Property. If (or where) applicable, the Contractor is required to use the government-furnished property listed in this solicitation.

Key Personnel: The Offeror shall complete, Section H.7. Key Personnel by filling in the name, title and tasks to be performed by each key person proposed.

Subcontracting Plan

This proposal submission only pertains to those Offerors who do not qualify under North American Industrial Supply Code (NAISC) 523999 at a size standard of \$21 million or do not have a plant-wide contracting plan. For those Offerors required to submit a subcontract plan, the plan must include the requirements under 19.702(a)(1) and (2).

HUD is strongly committed to ensuring that small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses and women-owned small businesses each have maximum opportunity to participate in subcontracting with HUD primes. To reinforce its commitment, HUD has established a subcontracting goal of up to 40% (Refer to Section M) of the total value of each contract and subsequent modifications. Contractors who are unable to meet the established goal due to practical considerations must provide the rationale for the proposed level of subcontracting.

In addition to the Technical & Past Performance evaluation factors enumerated above, proposals shall be evaluated in terms of subcontracting opportunities provided to small business concerns. The evaluation shall consider the following:

- The total value of the proposed small business subcontracting effort as it relates to the total value of the prospective contract;
- Specific goals established for up to 40% of the contract award applied to Small Business concerns;

Within that total, the following subordinate goals shall apply:

- 5% Small Disadvantaged Business;

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- 5% Women Owned Small Business;
- 3% Service-Disabled Veteran Owned Small Business
- 2.5% HUBZone Small Business

Specific commitments to small business concerns as evidenced by the proposal. Substantive nature of the subcontracted work as required by the solicitation.

Section I: The Offeror shall insert current, accurate, and complete information where an * appears in Section I.

Section K: Reserved.

L.12 TECHNICAL CAPABILITY

L.12.1 KNOWLEDGE AND EXPERIENCE

The Offeror shall demonstrate, in addition to the requirements listed below, their experience and technical capability to carry out these or similar functions, as described in Section C, Statement of Work.

Knowledge must include:

- Knowledge of the Primary and Secondary Mortgage Markets as well as Capital Markets, including financial products offered in both the forward and reverse mortgage markets;
- Knowledge of Ginnie Mae's products, processes, procedures and guides;
- Knowledge of standard financial fiduciary industry practices and procedures, and knowledge of financial fiduciary responsibilities;
- Knowledge of the Federal Reserve's Fedwire process; and
- Knowledge of state-of-the art information technology available for use in the mortgage and securities/financial industries.

Experience must include:

- Experience performing the key processes listed in L.12.3(2) or similar processes;
- Experience with the Federal Reserve's Fedwire process;
- Experience in developing and enhancing state of the art information technology systems;
- Experience operating and enhancing systems (hardware and software) the same or similar to those offered as GFP under this solicitation;
- Experience in successfully transitioning similar contracts with a value of \$50,000,000 or more;
- Experience in enhancing IT infrastructure, with well-documented and repeatable processes; and
- Experience in providing access to clean, usable data to support effective business intelligence, analysis and reporting.

The Offeror shall complete the chart in Section H-7 summarizing the Offeror's experience in each of the above areas. The Offeror shall include all relevant experience gained within five years of the proposal submission deadline stated in the RFP.

L.12.2 KEY PERSONNEL

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

The Offeror shall describe the extent to which key personnel to be assigned to this contract, including managers in the areas of servicing, collections, foreclosures/repossessions, bankruptcies, escrow, investor reporting, insurance and claims processing, etc., are qualified to assume the duties of the contract.

The Offeror shall provide at least seven key personnel for this contract. The Offeror shall provide a narrative description identifying their roles and responsibilities, and demonstrating that they have the skills, education, training and experience to perform the identified functions. Also the Offeror shall include resumes of all key individuals.

In addition, the Offeror shall describe the extent of the firm's capability to recruit, train and provide adequate staff resources, as well as the ability to maintain a stable workforce, as needed.

The Offeror shall describe roles they have performed which demonstrate they have the capability to perform under this contract. The Offeror shall provide references to confirm its prior experience in performing the work and/or providing the deliverables required by the solicitation, including meeting delivery dates and schedules the same as, or substantially similar to, that required by the solicitation. The Offeror shall provide references as follows: the names and telephone numbers of contact persons for previous customers who can provide information regarding the performance of the Offeror during the last five years on work of the same or similar nature to that described in the Statement of Work. Include the dollar amount and length of contract for each contract referenced. When discussing performance of previous Government and/or private sector projects similar to that proposed, provide sufficient detail to allow evaluators to determine the relevance of the skills and objectives required. In particular, Offerors shall address how their prior experience and expertise satisfies the evaluation criteria set forth in the solicitation.

L.12.3 MANAGEMENT AND TECHNICAL APPROACH

1. Provide an organization chart showing the functions/titles for each management position (prime and subs), reporting/communications chain, locations of performance and estimated number of FTEs for the key processes listed below in 11.3(2). Provide a summary of your internal management control plan or program, including your approach to managing quality, timeliness, and completeness and your approach to managing Subcontractors.

2. Provide a flow chart for each of the following key processes:
 - Pool Processing (Issuance of MBS Securities in the forward market and HMBS securities in the reverse market)
 - Perform Central Registry and Payment Functions
 - Collection and Dissemination of Financial Data
 - Ability to Dispense, Track and Monitor Commitment Authority needed to issue Ginnie Mae securities
 - Transfers of Mortgage Servicing Rights
 - Final Certifications and Recertifications of MBS Pools/Letter of Credit
 - Certificate Transfers
 - RPB Factor Processing
 - Ginnie Mae I Depository Payment Calculation, ACH and Pre-Collection Notification
 - Ginnie Mae II ACH and Pre-Collection Notification

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- Collection of Ginnie Mae I and II Guaranty Fee
- REMIC Services
- Issue Platinum Securities
- Platinum Trustee Services
- Information Systems Development, Maintenance and Upgrade Capabilities

In a narrative:

- Describe the tasks, timelines, and procedures for performing each process listed above in 11.3(2). Identify the group that will perform the effort, the group's capabilities and the human and technological resources that will be employed.
- Provide the risks associated with each process that would impact successful performance, including the mitigation plan to limit each risk, and the quality control plan that will be performed to ensure timely, accurate and complete performance. Mention any Organizational Certifications held by the firm that are related to the required effort.

3. Provide a disaster recovery plan that provides detailed information on how the disaster recovery requirements of the Statement of Work (section C.3.20) will be accomplished. The disaster recovery plan must document how the contractor will ensure consistent, quality performance in the event of a disaster in order to meet the requirements of the SOW, and within four hours of a disaster or Continuity of Operations Plan (COOP).

L.12.4 TRANSITION PLAN

The Offeror shall provide a detailed plan describing its approach to successfully transition the contract services from the current Contractor. The Offeror shall describe how it will take over each of the key processes listed herein and perform the other work required under this contract. The Plan shall include details on the specific tasks that the Offeror will perform for each key process, including establishing hardware, software and connectivity. The transition plan shall identify critical implementation issues and elaborate on how the successful Offeror will address such issues. The transition plan shall include the transition of all GFP, including all files and records to the successful Offeror and the set up of the storage facility. The transition plan shall be comprehensive and provide Ginnie Mae assurance that all of the work will successfully transition to the Offeror within five months from contract award. The transition plan shall demonstrate a clear management approach and implementation plan which describes how the Offeror will complete all required certifications within the five month transition-in period. The transition plan shall be incorporated into the Statement of Work at the time of award and shall be implemented so that there is no reduction in service or interruption of service to Ginnie Mae. As such, the plan shall be written as a Statement of Work (active voice, shall statements). The Offeror's plan must address, and give consideration to, the transition plan of the current Contractor, with the following revisions:

- The new contractor will be permitted to 'shadow' the incumbent contractor in performing the key business processes outlined in the Statement of Work.
- The incumbent will be available to consult with the new contractor in order to transition all Ginnie Mae proprietary equipment and business applications.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- The incumbent will be available to consult with the new contractor in order to migrate all data to the new contractor's systems, including a data reconciliation with the new contractor to ensure that all data has been properly moved to the new contractor's site(s).

L.13 PAST PERFORMANCE

L.13.1 SUMMARY PAST PERFORMANCE INFORMATION

The Offeror shall identify up to five (5) of the most relevant contracts, either on-going or completed, not more than five (5) years from the RFP-stated deadline for proposal submissions, which demonstrate performance relevant to the solicitation requirements with the telephone number, fax number and e-mail address of a person familiar with the contract. The Offeror shall complete the summary information in the format provided as Section J, Attachment 4. The Offeror shall provide a copy of the past performance reports for each contract listed above where customer reports are available.

When evaluating the Offeror's past performance, the Contracting Officer is not restricted to information obtained from the references but may also use information obtained from other sources.

If the Contracting Officer obtains a "poor" or "unsatisfactory" rating from a reference or negative past performance information from any other source, on which the Offeror has not had a previous opportunity to comment, the Offeror will be afforded the opportunity to comment on the negative information.

If the Offeror, which includes its predecessor companies, key personnel and subcontractors that will perform major or critical aspects of the requirement, is a new entity and has not performed work within the past five (5) years that is the same or similar to the requirements described in this solicitation, the Offeror will not be evaluated favorably or unfavorably on the factor of past contract performance.

L.13.2 SURVEY INSTRUCTIONS: The Contractor shall send the survey (Section J, Attachment 4) to each reference listed in Attachment 2 and request that the completed survey is sent by the reference directly to the Contracting Officer on or before June 3, 2008. Surveys received after June 17, 2008 may not be evaluated. The Offeror should complete numbers 1 through 7 on page 1 of the survey before it is sent to the reference.

L.13.3 Reserved

L.13.4 ADDITIONAL SUBCONTRACTING INFORMATION

HUD is strongly committed to ensuring that small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses and women-owned small businesses have maximum opportunities to participate in subcontracting with HUD prime Contractors. To reinforce its commitment, HUD has established a subcontracting goal of up to 40% of the total value of each contract action. Offerors responding to a solicitation shall address in their proposal the manner in which they can achieve this goal. HUD will consider the Contractor's ability to meet the subcontracting small business participation goal as part of the evaluation for award. In evaluating subcontracting plans, HUD will consider the total value of the subcontracted effort as it relates to the total value of the prospective contract.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

In accordance with FAR 19.702 and HUDAR 2452.219-70, the Offeror shall provide the maximum practicable subcontracting opportunities to small business, veteran-owned small businesses, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business (SDB) and women owned small business concerns. HUD's subcontracting goals for the current fiscal year are provided below and are expressed as a percentage of the total value of the contract.

HUD Subcontracting Goals:

40% Small Business

Within that total, the following subordinate goals shall apply:

- 5% Small Disadvantaged Business
- 5% Women Owned Small Business
- 3% Service-Disabled Veteran Owned Small Business
- 2.5% HUBZone Small Business

L.14 PRICE

The Offeror shall provide the firm, fixed prices for each line item. If any price appears to be unreasonably high, the Offeror may be required, upon request from the Contracting Officer, to submit documentation demonstrating the basis of estimate for each price.

L.15 AUDITED FINANCIAL STATEMENT The Offeror shall provide a copy of the most recent audited Financial Statement for the prime Offeror. The financial statement shall include all findings and recommendations made by independent auditor.

L.16 NON-RESPONSIVE OFFERORS

After receipt of proposals, the Contracting Officer will review each to ensure that it is compliant with the published Request for Proposals (RFP). Information not requested in the RFP and pages submitted beyond the stated page limits shall not be reviewed. The technical proposals conforming to the RFP requirements will be provided to the TEP. A material failure to comply with the terms and conditions of the solicitation may result in the Offeror being removed from the award consideration process.

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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 of a clause may be accessed electronically at this/these address (es):

- <http://www.hud.gov>
- <http://www.hud.gov/offices/cpo/hudar.cfm>
- <http://www.arnet.gov/far/loadmainre.html>

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 BASIS FOR CONTRACT AWARD

The Offerors’ attention is directed to Federal Acquisition Regulation (FAR) 52.215-1, which provides that contracts shall be awarded to that responsible Offeror whose proposal represents the best value after evaluation in accordance with the factors in the solicitation. “Factors” shall include all of those evaluation factors that are described in this Section M.

This is a best value source selection acquisition conducted in accordance with the Federal Acquisition Regulation using full and open competition in accordance with FAR Part 15. Award will be made to the Offeror that is deemed responsible in accordance with FAR 9.104, and whose proposal conforms to the solicitation’s requirements and is judged to represent the best value to the Government. The best value is represented by the most advantageous offer, price and other factors considered. Such offer may not necessarily be the proposal offering the lowest price or receiving the highest technical rating. A rating of Unsatisfactory in the Technical Capability factor, Past Performance factor or Subcontracting Plan factor will render the entire proposal technically unacceptable and, therefore, not eligible for award.

Each Offeror shall be evaluated relative to the following:

The non-price factors are listed below in descending order of importance, while the subfactors under Factor 1 are of equal importance.

Non-Price Factors:

- Factor 1: Technical Capability
 - Subfactor A: KNOWLEDGE AND EXPERIENCE
 - Subfactor B: KEY PERSONNEL
 - Subfactor C: MANAGEMENT AND TECHNICAL APPROACH
 - Subfactor D: TRANSITION PLAN
- Factor 2: Past Performance
- Factor 3: Subcontracting Plan

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- Factor 4: Price Factor: Although all of the non-price factors combined is considered significantly more important than price, price is an important factor.

M. 3.0 EVALUATION FACTORS AND RATINGS

3.1 Evaluation Plan

The Evaluation Plan below identifies three technical/non-price factors that will be utilized for the evaluation of all proposals. Each factor shall receive a rating of Outstanding, Good, Acceptable or Unacceptable based on the strengths and/or weaknesses identified relative to the requirements of the factor. The combined relative merit of Factors 1 through 3, as evaluated in accordance with the technical factors listed herein, shall be considered significantly more important than price. While the proposed price will not be assigned a specific weight, it shall be considered a significant criterion in the overall evaluation of proposals.

M.3.1.1 – Technical Capability:

Each Offeror shall be evaluated on its capability to perform the Statement of Work. This shall include the Offeror’s knowledge and experience to perform the type of work required by the Statement of Work, the quality of the key personnel, the Offeror’s ability to manage the contract, and the Contractor’s team and ability to perform the required effort. The Offeror’s transition plan will be evaluated on the extent to which it provides a clear and concise plan to successfully transition all of the contract services, within five months of contract award.

In addition to the standard reports required by the Ginnie Mae Mortgage-Backed Securities Guide 5500.3 (“Guide 5500.3”), the Contractor shall prepare and submit timely and accurate reports to Ginnie Mae and its agents as required in the Statement of Work. The Ginnie Mae Guide 5500.3 is located @www.ginniemae.gov.

M.3.1.2 – Past Performance

The Offeror shall identify up to five (5) of their most relevant contracts, either on-going or completed, not more than five (5) years from the date the initial proposals are due, performed by itself, its predecessor companies, its key personnel or its subcontractors, that will perform major or critical aspects of the requirement. These contracts shall demonstrate performance relevant to the solicitation requirements, including the Offeror’s prior compliance with subcontracting goals for SDB concerns and monetary targets for SDB participation, with the telephone number, fax number, and e-mail address of a person familiar with the contract. The Offeror shall complete the summary information in the format provided in this solicitation. The Offeror shall complete a relevancy chart, in the format provided, for each contract listed. The Offerors may provide information on problems encountered on the identified contracts and the Offeror’s corrective actions. When evaluating the Offeror’s past performance, the Contracting Officer is not restricted to information obtained from the references but also may use information obtained from other sources. If the Contracting Officer obtains a “poor” or “unsatisfactory” rating from a reference or negative past performance information from any other source, on which the Offeror has not had a previous opportunity to comment, the Offeror will be afforded the opportunity to comment on the negative information. If the Offeror has no relevant past performance, the Offeror will not be evaluated favorably or unfavorably on the factor of past contract performance.

M.3.1.3 – Subcontracting Plan

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All large business Offerors will be evaluated as to the extent and quality of the subcontracting proposed for all types of small businesses. The proposed subcontracting will also be evaluated as to the likelihood that the Offeror will meet the proposed small business subcontracting goals.

HUD is strongly committed to ensuring that small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses and women-owned small businesses each have maximum opportunities to participate in subcontracting with HUD prime contractors. To reinforce its commitment, HUD has established a subcontracting goal of up to 40% of the total value of each contract action. Contractors responding to this solicitation shall address in their proposal the manner in which they can achieve this goal. HUD will consider the contractor's ability to meet the subcontracting small business participation goal as part of the evaluation for award.

The evaluation shall consider the following:

1. The total value of the proposed small business subcontracting effort as it relates to the total value of the prospective contract.
2. Specific goals established for:
 - (a) Small Business
 - (b) Veteran-Owned Small Business
 - (c) Service Disabled Veteran Owned Small Business
 - (d) HUBZone Small Business
 - (e) Small Disadvantaged Business
 - (f) Women-Owned Small Business
3. Specific commitments to small business concerns evidenced by the proposal.
4. Substantive nature of the subcontracted work as required by the solicitation.

M.3.1.4 PRICE

The Offerors' proposed price for all fixed price and labor hour items will be evaluated for reasonableness. Reasonableness will be assessed by comparing the line item prices among Offerors, against the independent government estimate and against the current contract's line item prices. Adjustments will be made to the labor hour rates that appear to be unreasonably low or unreasonably high in consideration of the proposed technical approach. Unbalanced or unreasonably low or unreasonably high labor rates will be adjusted in determining total evaluated prices to minimize proposal risk.

M.4 RISK ASSESSMENT (NON-COST/PRICE) Risk Assessments consider each Offeror's likelihood of success in performing the requirements stated in the solicitation. Risk issues arise due to such factors including, but not limited to, the following: unknowns, weaknesses, areas of little or no relevant experience and/or business uncertainty issues, such as pending corporate acquisitions, mergers, organizational or leadership changes, business volume drop-offs, program or contract terminations, etc., Evaluators will assign a proposal risk assessment rating (VERY LOW, LOW, MODERATE or HIGH) to each Offeror's proposal at the Evaluation Factor level and to the proposal as a whole. The audited financial statement will be evaluated as part of the risk assessment, and must have been performed by an independent auditor within the last year.

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Risk Standards: The following definitions or standards for risk will be used:

Performance Risk	Description
VERY LOW	Very little doubt exists that the Offeror will successfully perform the required effort. Normal Contractor effort and normal Government monitoring will likely minimize any difficulties.
LOW	Little doubt exists that the Offeror will successfully perform the required effort. Normal Contractor effort and normal Government monitoring will probably minimize any difficulties.
MODERATE	Some doubt exists that the Offeror will successfully perform the required effort. Special Contractor emphasis and close Government monitoring may be able to overcome difficulties.
HIGH	Substantial doubt exists that the Offeror will successfully perform the required effort. Risk may be unacceptable even with special Contractor emphasis and close Government monitoring.

M.5 ONE AWARD

The Government intends to make one award under this solicitation.