

AWARD/CONTRACT 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 380) RATING PAGE OF PAGES
 1 52

2. CONTRACT (Proc. Inst. Ident.) NO. TOFS-12-D-0001 3. EFFECTIVE DATE See Block 20C 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule

5. ISSUED BY CODE TDP-IRS 6. ADMINISTERED BY (If other than Item 5) CODE TDP-IRS
 INTERNAL REVENUE SERVICE 6009 OXON HILL ROAD SUITE 500 OXON HILL MD 20745

7. NAME AND ADDRESS OF CONTRACTOR (fbo, Street, City, Country, State and ZIP Code)
 DIVERSIFIED SEARCH LLC
 1990 M STREET NW
 SUITE 570
 WASHINGTON DC 20036-3404

8. DELIVERY FOB ORIGIN OTHER (See below)
 9. DISCOUNT FOR PROMPT PAYMENT
 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

11. SHIP TO/MARK FOR CODE FACILITY CODE
 Donna Shackelford, COTR
 Department of the Treasury
 Office of Financial Stability
 1801 L Street, NW
 Washington DC 20036

12. PAYMENT WILL BE MADE BY CODE ARC/ASD/OFS
 ARC/ASD/OFS
 ARC/ASD/OFS, AVERY 3G
 P.O. BOX 1328
 PARKERSBURG WV 26106-1328

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304 (c) () 41 U.S.C. 253 (c) ()

14. ACCOUNTING AND APPROPRIATION DATA See Schedule

18A. ITEM NO	18B. SUPPLIES/SERVICES	18C. QUANTITY	18D. UNIT	18E. UNIT PRICE	18F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT \$50,000.00

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	(X)	SEC.	DESCRIPTION	PAGE(S)	
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	11
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3	X	J	LIST OF ATTACHMENTS	23
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	1	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	4	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	4				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this agreement.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

18A. NAME AND TITLE OF OFFEROR (Type or print)
 18B. NAME OF CONTRACTOR
 18C. DATE SIGNED 2-29-12
 18D. UNITED STATES OF AMERICA
 18E. NAME OF CONTRACTING OFFICER BEVERLY P. JOHNSON
 18F. DATE SIGNED 2-27-12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
TOFS-12-D-0001

PAGE OF
2 52

NAME OF OFFEROR OR CONTRACTOR
DIVERSIFIED SEARCH LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Capital Purchase Program - Board Placement Services (Executive Search)</p> <p>Board placement services for certain financial institutions participating in Treasury's Capital Purchase Program.</p> <p>Consistent with the Performance Work Statement, contractor shall develop placement criteria for board positions, develop candidate lists/search books, formally present candidates to Treasury, and conduct background investigations</p> <p>Delivery: 30 Days After Award</p> <p>Accounting Info: OFS0128SE12XX-2012-610001-OFS1231110-2524-00000000-XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX</p> <p>FOB: Destination</p> <p>Period of Performance: 02/24/2012 to 02/23/2014</p>				
0001	<p>Base Year - Board Search Services for the Treasury, Capital Purchase Program</p> <p>Firm-Fixed Price (FFP)</p> <p>Period of Performance (02/24/2012 - 02/23/2013)</p>				0.00
0002	<p>Option Year 1 - Board Search Services for the Treasury, Capital Purchase Program</p> <p>Firm-Fixed Price (FFP)</p> <p>Period of Performance (02/24/2013 - 02/23/2014)</p>				0.00
0003	<p>Minimum Guarantee</p> <p>Obligated Amount: \$50,000.00</p> <p>Requisition No: 12PR-OFS-CIO-005</p> <p>The total amount of award: \$50,000.00. The obligation for this award is shown in box 15G.</p>				50,000.00

SECTION B -- SUPPLIES OR SERVICES PRICES

B.1 Maximum and Minimum Contract Value

The minimum guaranteed contract value is \$50,000. The maximum total value of the contract is \$9,800,000.

B.2 Task Orders

Task Orders will have pricing that is based on contract-level pricing and contains specific quantities of work. See Section G.5 for information on Task Order procedures.

B.3 Travel

a) Travel expenses must be approved in advance in writing by the Contracting Officer or Contracting Officer Technical Representative prior to the occurrence of the travel. Blanket approval for certain types of travel may be granted within the funding limitations and other constraints specified in the contract.

b) All non - local travel will be reimbursed in accordance with the provisions of the Federal Travel Regulations. The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov/fttr.

c) As a general rule, local travel will not be reimbursed under this contract. Examples of local travel, which will not be subject to reimbursement, are: travel to and from normal job site; supervisory personnel traveling to a Government site or alternative facility to oversee operations. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal job site.

B.4 Pricing Table

Executive Search Services for Board Placement (2 placement quantity per institution)

Base Year (Award Through Month 12)

CLIN	Description of Service	Quantity	Unit Price
0001	Phase 1: Delivery of Candidate Resume Book	See Task Order(s)	██████████
	Phase 2: Completion of Board Interviews	See Task Order(s)	██████████
	Phase 3a: Placement of First Board Candidate	See Task Order(s)	██████████
	Phase 3b: Placement of Second Board Candidate	See Task Order(s)	██████████
	Other Direct Costs (e.g. travel and background searches)	See Task Order(s)	NTE ██████████

CPP Board Search Contract
Page 4 of 52

Option Year One (Month 13 Through Month 24)

CLIN	Description of Service	Quantity	Unit Price
0002	Phase 1: Delivery of Candidate Resume Book	See Task Order(s)	██████████
	Phase 2: Completion of Board Interviews	See Task Order(s)	██████████
	Phase 3a: Placement of First Board Candidate	See Task Order(s)	██████████
	Phase 3b: Placement of Second Board Candidate	See Task Order(s)	██████████
	Other Direct Costs (e.g. travel and background searches)	See Task Order(s)	NTE ██████████
0003	Minimum Guarantee	1	\$50,000

ODCs will must be supported by documentation and will be reimbursed at cost until the not to exceed limit is reached. Profit shall not be applied to ODCs.

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SECTION C – STATEMENT OF WORK

C.1 BACKGROUND

The U.S. Department of the Treasury (“Treasury”) / Capital Purchase Program (CPP) requires executive placement services in connection with its portfolio of assets acquired pursuant to Emergency Economic Stabilization Act of 2008 (EESA).

Treasury created the Capital Purchase Program (CPP) in October 2008 to stabilize the financial system by providing capital to viable financial institutions of all sizes throughout the nation. With a strengthened capital base, financial institutions have an increased capacity to lend to U.S. businesses and consumers and to support the U.S. economy.

Under this voluntary program, Treasury provided \$205 billion of capital to 707 financial institutions through the purchase of senior preferred shares on standardized terms, which included warrants for future Treasury purchases of common stock. The CPP was available to qualifying U.S. controlled banks, savings associations, and certain bank and savings and loan holding companies engaged solely or predominately in financial activities permitted under the relevant law. Financial institutions participating in the CPP pay the Treasury a five percent dividend on senior preferred shares for the first five years following the Treasury’s investment and a rate of nine percent per year, thereafter. Banks may repay Treasury under the conditions established in the purchase agreements as amended by the American Recovery and Reinvestment Act, and Treasury may sell these shares when market conditions stabilize.

Additional background information can be found at <http://www.financialstability.gov>.

C.2 OVERVIEW

Through the Capital Purchase Program Treasury has acquired the legal right to appoint two members to the Boards of Directors of these institutions. Contractor support is required to develop placement criteria for board positions, develop candidate lists/search books, formally present candidates to Treasury, and conduct background investigations. Board members will not be federal government employees. Board positions are part-time in nature, may be compensated as determined by individual institutions, and required a high-level of specialized expertise.

The Treasury seeks services under a indefinite-delivery indefinite-quantity contract that has a base performance period of one year and one, one-year option period. The Treasury intends to issue Firm-Fixed Priced task orders which may include Other Direct Costs against this contract which will require defined work efforts and deliverables by specified deadlines.

The places of performance will be at the Treasury’s office in Washington, D.C., and the registered offices of the firm, as specified by task order.

C.3 TREASURY OBJECTIVE: SCOPE OF SERVICES AND DELIVERABLES

CPP Board Search Contract
Page 6 of 52

The contractor shall, as directed, assist Treasury with the sourcing and selection for members of Boards of Directors for certain institutions in the Capital Purchase Program (CPP).

C.3.1 Assist Treasury with the development of placement criteria. The criteria shall include education, experience, preliminary information required for a conflicts of interest check and other relevant suitability criteria.

- a. Knowledge and Experience in the banking industry, including but not limited to employment history, education credentials
- b. Availability of Candidate and willingness to abide by duties required of board members
- c. Knowledge of Communities served by given financial institutions
- d. Candidate's personal history which will include but not be limited to credit history, criminal history, etc.

C.3.2 Provide Treasury with a candidate list/search book of potential candidates that meet or exceed the criteria established through C.3.1.

For each placement/engagement, the search book will contain a list of potential candidates who meet the initial criteria for placement. The engagement candidate pool will consist of a minimum of 6 candidates. All unsuccessful candidates may be resubmitted for additional placement referral pools, however, each engagement pool shall have at least two individuals not previously submitted for consideration. If two candidates have not been selected for a specific engagement, necessitating a new search, the subsequent pool shall only include new candidates.

C.3.3 Formally present candidates selected for additional consideration by Treasury. These presentations shall include the following information:

Active Candidate Profiles: Geographic information, Organization Detail, Professional Experience, Board Service Experience, Education, Commentary, Candidate-authored Bio, and Assessment by the contractor/interviewer.

Non-Candidate List: Includes the names, relevant organization, position and commentary of all qualified, contacted individuals that were not presented as candidates for additional consideration.

Position Specification which includes the following information: Company information, Background/Culture, Basic Function of the role, Candidate selection criteria, director compensation, Board Meeting Dates and Current Board Composition.

C.3.4 The contractor shall conduct background searches on all candidates, based on criteria that will be provided by the Treasury after the award. Background criteria will include searches related to criminal history, credit checks, civil judgments,

CPP Board Search Contract

publication review, education and employment history as well other checks deemed necessary by the Treasury.

C.3.5 Performance Warranty – If a newly placed board member resigns or is removed for cause (defined as misconduct or breach of responsibilities) during the first 180 days of membership on the board of directors, the contractor shall replace the member at no additional cost.

Current federal government employees are defined as off-limits due to ethics restrictions.

The Contracting Officer may cancel placements / searches if no longer needed by the Government. If a cancellation occurs then the contractor will receive payment for completed phases of work and other direct costs already incurred.

C.3.6 Quality Assurance Surveillance Plan

Requirement	Performance Standard	Inspection Method
Executive Search Consulting	Must comply with terms of the contract. To the maximum extent practicable, compliance with the industry standards maintained by the Association of Executive Search Consultants.	COTR Inspection
Background Investigations	Must comply with terms of the contract.	COTR Inspection
Travel	Must comply with Federal Travel Regulations and terms of the contract.	COTR Inspection

Full contract performance will be required immediately upon contract award. The selected firm(s) may be required to provide on-site support in connection with various tasks under the contract, as directed by the Treasury.

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

The awardee(s) may be required to provide transition services at the conclusion of the performance period, cooperate in good faith with the Treasury and any successor investment consultant, and provide such services as may be necessary for an orderly transfer of knowledge, functions, records, and data to any successor.

SECTION D – PACKAGING & MARKING

D.1 PAYMENT OF POSTAGE & FEES

All postage and fees related to submitting information, including forms, reports, submittals, etc., to the Contracting Officer (CO) or the Contracting Officer's Technical Representative (COTR) shall be paid by the Contractor(s).

D.2 PACKAGING & MARKING

- a) All information submitted to the CO or the COTR shall clearly indicate the contract number and/or task order number for which the information is being submitted.
- b) All containers shall be plainly marked on or adjacent to the exterior shipping label to show the contract number, task order number (if any), description of contents, and contractor's name.

SECTION E – INSPECTION & ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE CRITERIA

- a. Final inspection and acceptance of all work, performance, reports and other deliverables under this contract shall be performed at the location specified in individual task orders. Each order will also designate the individual responsible for inspection and acceptance.
- b. The basis for acceptance shall be in compliance with the requirements set forth in the orders and other terms and conditions of the contract. Deliverable items rejected under resulting task orders shall be corrected in accordance with the applicable clauses.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 TERM OF THE CONTRACT

The base period of the contract shall be from date of award through twelve months. One, one-year option period may be exercised by the Government.

F.2 CONTRACT DELIVERABLES

Contract Level Deliverables:

1. **Monthly Contract Status Report.** The Contractor(s) shall report each month, current with submission of its invoice, the status for all task orders as of the end of the previous month:

Please see recommended report format at Section J, Attachment 7.

2. **Status of Mitigation Plan.** In accordance with Section H.4 and 31 CFR Part 31, the Contractor(s) shall provide documentation related to conflicts of interest throughout the term of the contract.

3. **Future Deliverables.** All other future deliverables will be in accordance with the scope of work discussed above and will be identified in any resulting task orders issued against the IDIQ contract.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACTOR’S PROPOSAL

Each Contractor’s proposal, or portions thereof, may be incorporated into its respective contract at the discretion of the CO.

G.2 ORDER PRICING

The Treasury will order work within the scope of this contract on a Firm Fixed Price basis which may include Other Direct Costs, as specified in individual Task Orders.

G.2.1 OTHER DIRECT COSTS

For task orders, the Contractor will be reimbursed only for the types of disbursements, expenses and charges designated as allowable at the time of task order award. Moreover, any reimbursement of Other Direct Costs will be limited to actual costs, authorized in advance, incurred by the Contractor that are necessary to accomplish work directed under this contract and that are not accounted for as Contractor overhead costs. All invoices shall be fully documented by including receipts evidencing payment by the Contractor and shall identify the action with which the expenditure is connected.

G.3 KEY PERSONNEL

Please note: This section will be incorporated into the contract using the Key Personnel submitted below in response to the proposal submission requirement.

The Contractor shall list below the name(s) of the person(s) who will be assigned the responsibility for success of the work product(s). The individual(s) named shall be recommended by the Contractor in its proposal and subject to discussions and agreement by the Government prior to award. These individual(s) shall be in responsible positions so as to allocate and control personnel. The below listed individual(s) are designated as “Key Personnel”:

Employee Name	Position Title
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[REDACTED]	[REDACTED]

G.4 DTAR 1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) APPOINTMENT AND AUTHORITY (AUG 2011)

CPP Board Search Contract
Page 12 of 52

(a) The Contracting Officer's Technical Representative/Project Officer is:

NAME: Donna Shackleford
ADDRESS: 1801 L Street, NW
Washington, DC 20036
PHONE: 202-927-9615
EMAIL: Donna.Shackleford@treasury.gov

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

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

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

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

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

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

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

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

(d) Technical direction may be oral or in writing. The COTR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

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

G.5 ORDERING PROCEDURES

This is a indefinite-delivery indefinite-quantity contract. Task orders will be issued by the Contracting Officer to the selected contractor on an as-needed basis.* The COTR is responsible for ensuring that the Contracting Officer receives a requisition, statement of work, and any other information that is needed for task order requirements. Work will be ordered under individual task orders and will be performed on a Fixed Price basis with Other Direct Costs, including

travel as appropriate, as specified in the relevant task order. Task orders may be subsequently modified within the scope of this contract.

Task orders will specify the quantity of board placements to be accomplished and/or other pertinent information regarding the scope of the engagement. The COTR will provide technical instructions that will enable the contractor to initiate board searches for specific institutions and/or furnish other necessary information.

G.6 CONTENTS OF TASK ORDERS

Government awarded Task Orders (TO) will include the following (as applicable):

- (a) Contract and Task Order Number;
- (b) Responsible Treasury Organization for the TO and TO Point of Contact's e-mail address and phone number;
- (c) Government officials' (e.g., cognizant CO and TO COTR) contact information;
- (d) Total TO Price (and identify funding by increment or fully funded);
- (e) Obligated funding amount(s) and applicable Accounting Codes(s);
- (f) TO resources table of authorized Other Direct Costs;
- (g) Period of performance;
- (h) Place of Performance;
- (i) Performance Work Statement (PWS) or Statement of Work (SOW) with deliverables;
- (j) Applicable performance and performance metrics detail;
- (k) Special Requirements/Relevant Information (e.g., waivers);
- (l) Government - furnished Property, if any, to be furnished to the contractor;
- (m) TO work schedule as applicable;
- (n) Key/essential TO personnel; and/or
- (o) Payment Office information.

G.7 INVOICING AND PAYMENT INSTRUCTIONS

- (a) Invoices shall be submitted electronically to the following address: OFS@bpd.treas.gov

CPP Board Search Contract

Page 14 of 52

- (b) A copy of the invoice shall also be submitted to the COTR and CO simultaneously.**
- (c) Invoices shall be submitted on a monthly basis for completed work and must provide a brief description of the work performed. Travel expenses over \$75 must be supported by receipts or other documentation**
- (d) Invoices shall include all other elements of a proper invoice, such as the contract / task order number, invoice number, and contract actor invoicing point of contact.**

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Non-Disclosure

The Contractor recognizes that, in performing this contract, the Contractor may obtain access to non-public information that is confidential or proprietary in nature. Except as permitted by the contract, the Contractor agrees that it, its employees, its subcontractors, and its subcontract employees (“Contractor”) will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance of the contract or task order for any purpose other than to perform work under the contract without first receiving written permission from the CO. The Contractor shall secure information received from or prepared or gathered for the Treasury under this contract in a secure location with access limited to only those personnel with a “need to know.” Notwithstanding any other language contained herein, the Contractor shall comply with 31 C.F.R. § 31.217, including the requirement that the Contractor obtain a certification from each “management official” and “key individual” performing work under the contract or task order, as those terms are defined in 31 C.F.R. § 31.201, stating that he or she will comply with the requirements of section 31.217(b). The Contractor shall obtain such certifications from management officials and key individuals before they perform work under the contract.

H.2 Key Personnel

During the contract performance period, any substitution or replacement of key personnel must first be proposed by the Contractor and authorized by the CO.

H.3 Cooperation with Other Organizations

The Contractor agrees to cooperate with representatives of other contractors, Federal Reserve Banks, Federal agencies, governmental entities, and other organizations when the Treasury determines it to be in the best interest of the Government.

H.4 Conflicts of Interest

(a) The Treasury HAS NOT WAIVED any potential conflicts of interest as defined by the Federal Acquisition Regulation (FAR) or 31 CFR Part 31. Further, the Contractor agrees that its future relationship with the Treasury will be governed by the FAR, 31 C.F.R. Part 31, and this contract. The Contractor agrees to negotiate in good faith concerning the inclusion of any different or additional conflict of interest policies and procedures that may be issued by the Treasury pursuant to Section 108(b) of the Emergency Economic Stabilization Act of 2008 (EESA).

(b) Prior to the execution of a contract and the issuance of any revision to this contract or any task order’s statement of work, the Contractor shall prepare a detailed written explanation of all actual conflicts, potential conflicts, or matters that may present the appearance of a conflict under the ABA’s Model Rules, the FAR, or 31 C.F.R. Part 31, and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to avoid or mitigate such

CPP Board Search Contract
Page 16 of 52

conflicts. The Contractor's disclosure submission shall include the information specified in 31 C.F.R. § 31.211(b)(1) – (b)(6), including:

1. The Contractor and any proposed or actual subcontractor's or consultant's relationship to any related entities as such term is defined in 31 C.F.R. § 31.201;
2. The categories of troubled assets owned or controlled by the Contractor including any proposed or actual subcontractor or consultant, or any related entity of the Contractor, if the arrangement relates to the acquisition, valuation, disposition, or management of troubled assets;
3. Information concerning all other business or financial interests of the Contractor including its proposed or actual subcontractors or consultants, or the related entities of the Contractor, which could conflict with the Contractor's obligations under the contract;
4. A description of all organizational conflicts of interest and potential conflicts of interest;
5. A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
6. A certification that the information provided to the Treasury in response to the above items is complete and accurate in all material respects. Only after receiving this information will the Treasury determine whether organizational conflicts of interest prevent the Contractor from consulting for the Treasury in that specific matter.

(c) Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with 31 C.F.R. Part 31 or Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (i) refusal to waive a conflict; (ii) termination of this contract for default; (iii) debarment of the contractor from federal contracting; (iv) referral to the appropriate state licensing authorities; and/or, in appropriate cases (v) civil or criminal actions.

(d) It is solely within the discretion of the Treasury to determine whether or not a conflict of interest exists and whether any mitigation plan submitted by the Contractor avoids or mitigates a conflict. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred to another contractor or entity pursuant to the corrective actions listed above, the Contractor is expected to follow Treasury policies and procedures and to cooperate fully in the orderly transfer of such matters.

(e) In addition to complying with 31 C.F.R. Part 31 and any other applicable restrictions, the Contractor will: (1) not represent and/or advise any party other than the United States in any matter that is the subject of a task order during the term of the contract and after the end of the contract; (2) not represent and/or advise any other parties with respect to matters directly related to, or matters that may have a direct effect on, a specific transaction that is the subject of a task order during the term of the contract; and (3) have all professional staff assigned to work under this contract receive conflicts training in consultation with the EESA Compliance Office. It is, however, understood that the Contractor may represent clients who seek to engage in a transaction with the Treasury under other programs in support of the EESA. Further, the

Contractor shall enter into and enforce agreements with all professional staff assigned to work under this contract or task order prohibiting such professional staff from representing and/or advising any other party regarding a specific matter that is the subject of a task order under this contract during the term of this contract and for six months thereafter.

(f) No later than 10 business days after the effective date of the contract, or any new task order under the contract or any revision to this contract's or any task order's statement of work, the Contractor shall (i) obtain and review the submissions required by 31 C.F.R. § 31.212 for personal conflicts of interest, and (ii) certify in writing to the Treasury that all such individuals have no personal conflicts of interest, or are subject to a mitigation plan or waiver approved by the Treasury. Contractor agrees not to permit any such individual to perform work under this contract or task order with respect to any institution or related entities of such institution with which such individual has disclosed a personal conflict of interest pursuant to 31 C.F.R. § 31.212, absent obtaining the Treasury's prior consent. In making this determination, the Contractor may rely on the information obtained pursuant to 31 C.F.R. § 31.212(b), unless the Contractor knows or should have known that the information provided is false or inaccurate.

(g) Pursuant to 31 C.F.R. §31.216(b), before the Contractor accepts a contract, task order, or a modification to this contract, the Contractor shall certify to the following:

- (1) The Contractor is aware of the prohibitions of paragraph (a) of 31 C.F.R. § 31.216 and, to the best of its knowledge after making reasonable inquiry, the retained entity has no information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. §31.216; and
- (2) Each officer, employee, and representative of the Contractor who participated personally and substantially in preparing a bid, offer, proposal, or request for modification of this contract after the date hereof has certified that he or she:
 - (a) Is familiar with and will comply with the requirements of paragraph (a) of 31 C.F.R. § 31.216; and
 - (b) Has no information of any violations or possible violations of paragraph (a) of 31 C.F.R. § 31.216, and will report immediately to the Contractor any subsequently gained information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216.

(h) The Contractor shall include this clause in all subcontracts, consultant agreements, and lower tier subcontracts entered into after the date hereof unless a waiver is requested from, and granted by, the CO.

H.6 Public-Release Contract Version Requirement

Public-Release of Contract Document

CPP Board Search Contract

Page 18 of 52

This contract action utilizes Troubled Asset Relief Program (TARP) funds authorized by 110 P.L. 343. The program requires a high level of transparency and TARP contract documents are posted publicly at <http://www.financialstability.gov> or at another location designated by Treasury.

The Contractor agrees to submit to the CO and COTR, within ten business (10) days from the date of award (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract, blanket purchase agreement, or order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Treasury. The .pdf file must have searchable text and generally be compliant with the accessibility requirements in Section 508 of the Rehabilitation Act, 29 U.S.C. § 794(d). The Contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to this requirement may itself be subject to disclosure under the FOIA.

The Treasury will carefully consider all of the Contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract document may be properly withheld.

SECTION I – CONTRACT CLAUSES

I.1 FAR 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 may be accessed electronically at this Internet address:
<http://www.acquisition.gov/far/>

Clause No.	Title and Date
52.202-1	Definitions (Jan 2012)
52.203-3	Gratuities (April 1984)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-14	Display of Hotline Poster(s) (Dec 2007)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.212-4	Contract Terms and Conditions – Commercial Items (Jun 2010)
52.215-8	Order of Precedence -- Uniform Contract Format (October 1987)
52.216-18	Ordering (Oct 1995)
	Fill-in: “date of contract award” to “the end of the contract period of performance.”
52.216-22	Indefinite Quantity (Oct 1995)
	Fill-in: “contract expiration date plus 6 months.”
52.223-6	Drug-Free Workplace (May 2001)
52.227-17	Rights in Data – Special Works (Dec 2007)
52.242-13	Bankruptcy (Jul 1995)
52.243-1	Changes - Fixed-Price - Alternate III (Apr 1984)
52.246-25	Limitation of Liability – Services (Feb 1997)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)

I.2 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2011)

CPP Board Search Contract
Page 20 of 52

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

√ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

√ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

√ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

√ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

CPP Board Search Contract
Page 21 of 52

___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (10) [Reserved]

___ (11) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

√ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

√ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

√ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

√ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

√ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

CPP Board Search Contract

Page 22 of 52

√ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

___ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

___ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

√ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

√ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

√ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

√ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

√ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

√ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

√ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

√ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

√ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of

CPP Board Search Contract
Page 23 of 52

commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

___ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (38) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

√ (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

CPP Board Search Contract

Page 24 of 52

___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

√ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

CPP Board Search Contract

Page 25 of 52

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

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

CPP Board Search Contract

Page 26 of 52

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

I.3 FAR 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 \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor—
 - (1) Any order for a single item in excess of \$5,600,000.00;
 - (2) Any order for a combination of items in excess of \$5,600,000.00; or
 - (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding \$5,600,000.00.
- (c) Notwithstanding paragraph (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 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.

I.5 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 24 months.

I.6 1052.203-9000 NEWS RELEASES AND ADVERTISEMENTS (June 2005)

The Contractor, or anyone acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under the provisions of 31 U.S.C. 333 and this contract. Further, a violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

I.7 1052.203-9000 Treasury AD 10-03-1052.223.6 Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving

Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (ref.: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This executive order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government.

I.8 1052.203-9000 1052.224-9000(d) Disclosure of "Sensitive but Unclassified" Information Safeguards (March 2008)

Any Treasury Department Information made available or to which access is provided, and which is marked or should be marked "Sensitive but Unclassified Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

I.9 1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (SEP 2006)

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared semi-annually to coincide with the anniversary date of the contract.

Interim and final evaluations shall be available to the Contractor through the Contractor Performance Assessment Reporting System (CPARS) as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision shall be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors must register with CPS in order to review and comment on agency prepared contractor interim and final evaluation reports. Contractors can do this by registering online at the CPS web site.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

I.10 1052.203-9000 1052.224-9000(d) Disclosure of "Sensitive but Unclassified" Information Safeguards (March 2008)

Any Treasury Department Information made available or to which access is provided, and which is marked or should be marked "Sensitive but Unclassified Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

SECTION J -- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J-1 Small Business Subcontracting Plan – Contractor’s plan for subcontracting work to small business concerns.

J-2 Non-Disclosure Agreement – This certificate shall be submitted by the offeror with ten (10) days of award.

J-3 Monthly Contract Status Report – Attachment J-7 is not required to be completed prior to award or submitted with the offeror’s proposal. This attachment is provided as a sample of an acceptable Monthly Contract Status Report. Successful offeror shall use this sample or something substantially similar for monthly reporting.

J-4 COI Contract Provisions

J-5 Annual COI Certification

ATTACHMENT J-1 – SMALL BUSINESS SUBCONTRACTING PLAN

**Department of the Treasury
Diversified Search, LLC's Subcontracting Plan
1990 M Street, N.W., Suite 570
Washington, DC 20036**

Item/Service: Executive Search Services

Amount of Contract: Estimated Maximum \$9,800,000.00

Period of Contract Performance: From the date of the award through twenty-four months.
(Note: This assumes that a one one-year option period will be exercised by the government.)

I. GOALS

- A. The following percentage goals (*expressed in terms of a percentage of total planned subcontracting dollars*) are applicable to the contract period Year One.
1. The total estimated maximum dollar value of all planned subcontracting (to all types of business concerns) under this contract is a maximum dollar value of [REDACTED].
 - a. LB Concerns. Total estimated maximum dollar value and percent of planned subcontracting with large businesses (all business concerns classified as "other than small") (% of 1. above): [REDACTED]
 - b. SB Concerns. Total estimated dollar value and percent of planned sub-contracting with small businesses (include SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns) (% of 1. above): maximum dollar value of [REDACTED].
 - c. VOSB Concerns. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses (% of 1. above): maximum dollar value of [REDACTED]. This amount is included in the amount shown under A.1.b, above, as a subset.
 - d. SDVOSB Concerns. Total estimated dollar value and percent of planned subcontracting with service-disabled veteran-owned small businesses (% of 1. above): [REDACTED]. This amount is included in the amount shown under A.1.b, above, as a subset.
 - e. HUBZone Concerns. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of 1. above):

[REDACTED] This amount is included in the amount shown under A.1.b, above, as a subset.

f. SDB Concerns. Total estimated dollar value and percent of planned sub-contracting with small disadvantaged businesses (% of 1. above): maximum dollar value of [REDACTED]. This amount is included in the amount shown under A.1.b, above, as a subset.

g. WOSB Concerns. Total estimated dollar value and percent of planned subcontracting with small women-owned businesses (% of 1. above): maximum dollar value of [REDACTED]. This amount is included in the amount shown under A.1.b, above, as a subset.

B. A description of all the types of products and/or services that will be acquired under this contract is necessary to determine how the subcontracted dollars are to be spent.

1. The following principal products and/or services will be subcontracted under this contract, and the types of businesses supplying them are as follows:

Subcontracted	Business Size (Other, SB, VOSB SDVOSB, SDB, HUBZone, SDB, WOSB	Subcontract % Description or Dollar Amount
Background Checks	VOSB	[REDACTED]
Name Generation	SDB, WOSB	[REDACTED]
Candidate Vetting	SDB, WOSB	[REDACTED]

2. Methods used to develop the subcontracting goals for SB, VOSB, SDB, and WOSB concerns:

Based on anticipated manpower hours associated with specifically listed services

3. Indirect costs have not been included in the dollar and percentage subcontracting goals stated above but are not anticipated to exceed 11%.

II. PROGRAM ADMINISTRATOR

Name: Lonnie P. Taylor
Title: Managing Director and Practice Leader – Government, Legal and Public Affairs
Address: 1990 M Street, N.W. Suite 570, Washington, DC 20036
Telephone #: 202-296-6676
Facsimile #: 202-296-5233
E-Mail: Lonnie.Taylor@Divsearch.com

Duties: General overall responsibility for Diversified's subcontracting program (i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan). These duties may include, but are not limited to, the following activities:

- ▶ Developing and maintaining bidders' lists of SB, VOSB, SDB, and WOSB concerns from as many sources as possible;
- ▶ Ensuring that procurement packages are structured to permit participation of SB, VOSB, SDB, and WOSB concerns to the maximum extent possible;
- ▶ Ensuring inclusion of SB, VOSB, SDB, and WOSB concerns whose capabilities coincide with solicitations requiring their products or services;
- ▶ Reviewing solicitations to identify and remove any statements, clauses, etc., which may restrict or prohibit participation of SB, VOSB, SDB, and WOSB concerns;
- ▶ Ensuring establishment and maintenance of records of solicitations and subcontract award activity;
- ▶ Attending or arranging for attendance at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.;
- ▶ Monitoring achievement of proposed goals;
- ▶ Preparing and submitting semi-annual and annual subcontract reports; and
- ▶ Coordinating contractor's activities prior to and during conduct of Federal agency compliance reviews.

III. EQUITABLE OPPORTUNITIES AND OUTREACH EFFORTS

A. Outreach efforts to obtain sources:

1. Contacting minority and small business trade associations;
2. Contacting business development organizations;
3. Attending small and minority business procurement conferences and trade fairs;
4. Requesting sources from the Central Contractor Registration (CCR);
5. Utilizing newspapers and magazine ads to encourage new sources;
6. Other participation in efforts or activities to expand the socioeconomic database for this contract;
7. Web-based research on development of sources (government and private sites)
8. Utilizing book references, catalogs, source lists, or other reference material to identify SB, VOSB, SDB, and WOSB sources before the acquisitions are placed by the buying activities.

B. Internal efforts to guide and encourage procurement personnel:

1. Presenting requirements of this plan at periodic internal staff meetings and training sessions;
2. Establishing, maintaining, and using SB, VOSB, SDB, and WOSB source lists, guides, and other data for soliciting subcontracts; and
3. Monitoring activities to evaluate compliance with the subcontracting plan.

IV. SUBCONTRACTING PLAN FLOWDOWN

Diversified Search, LLC agrees to include the provisions under FAR 52.219-8, Utilization of Small Business Concerns, in all subcontracts that offer further subcontracting opportunities. Further, all subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, Small Business Subcontracting Plan (FAR Part 19.704).

V. REPORTS AND SURVEYS

Diversified Search, LLC gives assurance of:

- A. Cooperation in any studies or surveys that may be required by the contracting agency, or the U.S. Small Business Administration (SBA);
- B. Submission of periodic reports, which show compliance with the subcontracting plan; and

- C. The submission of Individual Subcontracting Reports (ISR) and Summary Subcontract Reports (SSR), using the Government's Electronic Subcontract Reporting Systems (eSRS). The reports will be filed electronically to a single, government-wide system that can be accessed at the following website: www.esrs.gov.

We will be responsible for inputting accurate and complete reports into the eSRS. Contractor reporting of ISR and SSR.

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct 1 - Mar 31	ISR	April 30th
Apr 1 - Sep 30	ISR	Oct 30th
Contract Completion	ISR	30 Days of Contract Completion
Oct 1 - Sep 30	SSR	Oct 30 th

VI. RECORDS AND PROCEDURES

The following is a list of procedures that Diversified Search will maintain to demonstrate compliance with the requirements and goals of the subcontracting plan.

- A. While Diversified Search, LLC plans on using CCR as one of its sources for SB, VOSB, , SDB, and WOSB concerns, if we do not we will provide a list of names of guides and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate SB, VOSB, SDB, and WOSB sources;
- C. On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold indicating whether SB, VOSB, SDB, and WOSB concerns were solicited and/or why they were not, and, if applicable, the reason that the award was not made to a small business concern;
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;

Solicitation Number TOFS-11-S-0009 for CPP Board Search
Page 36 of 52

- E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities subcontract award data including the name, address, and business size of each subcontractor (this item is not required on a contract-by contract basis for company or division-wide commercial plans); and
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address, and the business size of each subcontractor (this item is not required on a contract-by-contract basis for company or division-wide commercial plans).

This subcontracting plan was submitted by:

Signed: _____
Lonnie P. Taylor
Managing Director
Phone No.: 202-296-6676
E-mail: Lonnie.Taylor@Divsearch.com

Date: _____

PLAN ACCEPTED BY:

Department of the Treasury Contracting Officer

Date: _____

PLAN CONCURRED BY:

Department of the Treasury Small Business Specialist

Date: _____

PLAN CONCURRED BY:

SBA Procurement Center Representative

Date: _____

PLAN APPROVED BY:

Department of the Treasury Office of Small and
Disadvantaged Business Utilization

Date: _____

ATTACHMENT J-2
NON-DISCLOSURE AGREEMENT
Conditional Access to Nonpublic Information

I, _____, employee of _____ [Insert legal name of the Contractor/Subcontractor in the blank] hereby consent to the terms of Contract Number _____ [Insert actual contract number in the blank] (“Contract”) between the U.S. Department of the Treasury (“Treasury”) and _____ [Insert Contractor’s Legal Name in the blank] (“Contractor”) in consideration of my being granted conditional access to certain United States Government nonpublic information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to nonpublic information, the Contractor _____ and the Treasury have placed special confidence and trust in me, and I am obligated to protect this information from unauthorized disclosure, according to the terms of the Contract.
2. Nonpublic information refers to any information, provided to me by the Treasury or Contractor _____ in connection with my authorized services to the Treasury, or that I obtain or develop in providing authorized services to the Treasury, other than information designated as publicly available by the Treasury in writing or that becomes publicly available from a source other than the Contractor _____. Nonpublic information includes but is not limited to information about the Treasury’s business, economic, and policy plans, financial information, trade secrets, information subject to the Privacy Act, personally identifiable information (PII), and sensitive but unclassified (SBU) information.
3. PII includes, but is not limited to, information pertaining to an individual’s education, bank accounts, financial transactions, medical history and other information which can be used to distinguish or trace an individual’s identity, including but not limited to social security numbers.
4. SBU information is any information where 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 of individuals that they are entitled to under the Privacy Act and other Federal statutes.
5. I am being granted conditional access to nonpublic information, contingent upon my execution of this Agreement, to provide authorized services to the Treasury.
6. I agree to comply with the requirements of 31 C.F.R. § 31.217(b), and except as set forth in paragraph 14 below, I shall never divulge any nonpublic information provided to me pursuant to this Agreement to any third party, unless I have been advised in writing by the

Contractor [REDACTED] and the Treasury that such party is authorized to receive it.

7. I will submit to the Treasury for security review, prior to any submission for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtain during the course of my work in connection with the Treasury. I hereby assign to the Federal Government all rights, royalties, remunerations and emoluments that have resulted or will result or may result from any disclosure, publication, or revelation of nonpublic information not consistent with the terms of this Agreement.
8. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of nonpublic information could compromise the security of individuals, the Contractor [REDACTED] and the Treasury.
9. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to nonpublic information. Further, violation of the terms and conditions of this Agreement may result in the Contractor [REDACTED] and/or the United States taking administrative, civil or any other appropriate relief.
10. I understand that the willful disclosure of information to which I have agreed herein not to divulge may also constitute a criminal offense.
11. Unless I am provided a written release by the Treasury from this Agreement, or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on _____ [Insert actual contract number in the blank], and at all times thereafter.
12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
13. I understand that the Treasury may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
14. I understand that if I am under U.S. Congressional or judicial subpoena, I may be required by law to release information and that pursuant to 31 CFR § 31.217(b)(1), I shall provide prior notice to the Treasury of any such disclosure or release.

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature

Date

**Attachment J-3:
Monthly Contract Status Report**

Date: Enter Date
Reporting Period: Enter Date

Contract Information

Contractor Name: Click here to enter Title

Description of requirement: Click here to enter text.

COTR (Government POC): Click here to enter COTR Name

Contract Number

Enter Contract Number

Current Period of Performance (excluding options)

Enter Date from - to

Reporting Period Update

Contract cost summary (List the contract and each task order separately)

Current Contract Obligations: Enter value

Costs incurred through current reporting period: Enter value

Projected cost – next reporting period: Enter value

Remaining funds on contract/order: Enter value

Projected Cost at contract/order completion: Enter value

Are there any issues completing the contract within the schedule and available funds?

YES/NO

If YES, discuss issues: Click here to enter text.

Performance & Deliverables

Describe key activities during this reporting period.

Enter text

List transactions closed during this reporting period.

Enter text

Describe other significant accomplishments during this reporting period.

Click to enter text

Describe significant challenges during this reporting period.
Enter text

Contract Status Report (Continued)

Subcontracts

List subcontractors performing during this period & incurred costs

Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value

Small Business Subcontracting

What actions have you taken to achieve the goals set forth in your subcontracting plan (if applicable) during this reporting period?

Enter text

Is your company on track to achieve its Small Business Subcontracting goals and objectives?
YES/NO

If NO, discuss efforts to increase your level of Small Business Subcontracting:
Enter text.

Include the following Attachments (if required)

Attachment A: List Government Furnished Property on this contract.

Attachment B: List all contractor personnel that worked on this contract during the reporting period.

Attachment J-4
COI CONTRACT PROVISIONS

(19.0) OTHER CONSIDERATIONS - CONFLICTS OF INTEREST:

- The Treasury HAS NOT WAIVED any potential conflicts of interest as defined by the Federal Acquisition Regulation (FAR) or 31 C.F.R. Part 31. Further, the Contractor agrees that its future relationship with the Treasury will be governed by the FAR, 31 C.F.R. Part 31, and this contract. The Contractor agrees to negotiate in good faith concerning the inclusion of any different or additional conflict of interest policies and procedures that may be issued by the Treasury pursuant to Section 108(b) of the Emergency Economic Stabilization Act of 2008.
- Prior to work being performed under any new task order, the Contractor shall prepare a detailed written explanation of all actual conflicts, potential conflicts, or matters that may present the appearance of a conflict under the FAR or 31 C.F.R. Part 31, and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to avoid or mitigate such conflicts. The Contractor's disclosure submission shall include but is not limited to the information specified in 31 C.F.R. § 31.211(b)(1) – (b)(6), and shall include at a minimum the following:

The Contractor and any proposed or actual subcontractor's or consultant's relationship to any related entities as such term is defined in 31 C.F.R. § 31.201;

- (a) The categories of troubled assets owned or controlled by the Contractor including any proposed or actual subcontractor or consultant, or any related entity of the Contractor, if the arrangement relates to the acquisition, valuation, disposition, or management of troubled assets;
 - (b) Information concerning all other business or financial interests of the Contractor including its proposed or actual subcontractors or consultants, or the related entities of the Contractor that could conflict with the Contractor's obligations under this contract;
 - (c) A description of all organizational conflicts of interest and potential conflicts of interest;
 - (d) A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
 - (e) A written detailed plan to mitigate all personal conflicts of interest, along with supporting documents; and
 - (f) A certification that the information provided to the Treasury in response to the above items is complete and accurate in all materials respects. Only after receiving this information will the Treasury determine whether organizational conflicts of interest prevent the Contractor from consulting for the Treasury in the specific matter.
- Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with 31 C.F.R. Part 31 or Treasury conflicts of interest policies and procedures are extremely

serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (i) refusal to waive a conflict; (ii) termination of this contract for default; (iii) debarment of the contractor from federal contracting; (iv) referral to the appropriate state licensing authorities; and/or in appropriate cases (v) civil or criminal actions.

- It is solely within the discretion of the Treasury to determine whether or not a conflict of interest exists and whether any mitigation plan submitted by the Contractor avoids or mitigates a conflict. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred to another contractor or entity pursuant to the corrective actions listed above, the Contractor is expected to follow Treasury policies and procedures and to cooperate fully in the orderly transfer of such matters.
- In addition to complying with 31 C.F.R. Part 31 and any other applicable restrictions, the Contractor will: (1) not advise any parties against the United States in any matter that is the subject of or related to a task order during the term of this contract and after the end of this contract; (2) have all professional staff assigned to work under this contract receive conflicts training in consultation with the OFS Compliance office at the on-boarding; and (3) have all professional staff assigned to work under this contract receive an exit consultation at the time of off-boarding.
- No later than 10 business days after the effective date of this contract, or any new task order under this contract or any revision to this contract's anticipated work or any task order's statement of work, the Contractor shall (i) obtain and review the submissions required by 31 C.F.R. § 31.212 for personal conflicts of interest, and (ii) certify in writing to the Treasury that all such individuals have no personal conflicts of interest, or are subject to a mitigation plan or waiver approved by the Treasury. Contractor agrees not to permit any such individual to perform work under this contract or task order with respect to any institution or related entities of such institution with which such individual has disclosed a personal conflict of interest pursuant to 31 C.F.R. § 31.212, absent obtaining the Treasury's prior consent. In making this determination, the Contractor may rely on the information obtained pursuant to 31 C.F.R. § 31.212(b), unless the Contractor knows or should have known that the information provided is false or inaccurate. Contractor shall use Attachment ___ for all required certifications in this paragraph.
- Pursuant to 31 C.F.R. § 31.216(b), before the Contractor accepts a contract, task order, or a modification to this contract, the Contractor shall certify to the following:
 - (a) The Contractor is aware of the prohibitions or paragraph (a) of 31 C.F.R. § 31.216 and, to the best of its knowledge after making reasonable inquiry, the retained entity has no information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216; and
 - (b) Each officer, employee, and representative of the Contractor who participated personally and substantially in preparing a bid, offer, proposal, or request for modification of this contract after the date hereof has certified that he or she:

1. Is familiar with and will comply with the requirements of paragraph (a) of 31 C.F.R. § 31.216; and
 2. Has no information of any violations or possible violations of paragraph (a) of 31 C.F.R. § 31.216, and will report immediately to the Contractor any subsequently gained information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216.
- Before the Contractor accepts a task order, the Contractor shall use certify that all organizational and personal conflicts of interest remain adequately mitigated.
 - The Contractor shall include this clause in all subcontracts, consultant agreements, and lower tier subcontractors unless a waiver is requested from, and granted by, the CO.
 - If the Treasury issues additional regulations or guidelines on conflicts of interest under the TARP – including the Final Rule on TARP Conflicts of Interest contemplated by the Interim COI Rule – the Contractor and the Treasury will negotiate in good faith to include appropriate provisions in Contractor’s Amended COI Mitigation Plan to address those additional regulations or guidelines.

ATTACHMENT J-5

TARP CONFLICTS OF INTEREST REGULATIONS

ANNUAL CERTIFICATION FORMAT

Open contracts: [provide list of open/current contracts here]

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] ("Retained Entity"). The Retained Entity has performed an internal review to examine the effectiveness of the existing conflicts of interest mitigation plan agreed to by Treasury and the Retained Entity on [Month/Day/Year]. This annual certification is for the period from [Month/Day/Year] to [Month/Day/Year].

The Retained Entity has implemented processes to identify and mitigate (unless detailed as prescribed below) all organizational and personal conflicts of interest as required pursuant to 31 C.F.R. Part 31. In addition, the narrative in Appendix A describes the activities performed to reasonably ensure the effectiveness of our mitigation plan and associated processes to support this certification. Based on our review of the processes described in Appendix A, I certify that:

- During the period of the certification, the existing mitigation plan and associated processes [select one that applies]:
 - _____ Were effective, and did not require any revisions to identify, disclose and mitigate any actual or potential organizational conflicts of interest, unless specific organizational conflict(s) has been waived by Treasury as required under 31 C.F.R. § 31.211(a) (Please provide a listing of all waived organizational conflicts including the date of the waiver in Appendix B), or
 - _____ Were effective, and did not require any revisions to mitigate actual or potential organizational conflicts of interest that have been discovered before or during the certification period, except for any organizational conflicts of interest listed in Appendix C. The Mitigation Plan and associated processes to mitigate organizational conflicts of interest have been or will be revised (based on management's assessment and with the Treasury's approval) to mitigate the organizational conflicts listed in Appendix C. (Please provide in Appendix C a detailed description of discovered organizational conflicts, together with any Treasury-approved revision to the Mitigation Plan,).
- Key individuals (including members of the Financial Agent Group, where applicable) performing work for the Treasury, as listed in Appendix D, have provided information as required in 31 C.F.R. § 31.212(b), for the above period, regarding their personal, business and financial relationships, as well as those of their spouses, minor children and close family members and [select one that applies]:
 - _____ Do not have personal conflicts of interest, or
 - _____ Identified personal conflicts of interest have been mitigated by the existing plan or the existing mitigation plan has been or will be revised to mitigate identified personal conflicts based on management's assessment (Please provide a detailed

description of identified personal conflicts and attach the revised mitigation plan in Appendix E), or

_____ Identified specific personal conflict(s) which have been waived by Treasury (Please provide a listing of all waived personal conflicts including the date of the waiver in Appendix F).

- During the period of the certification, the Retained Entity certifies that:
 1. The Retained Entity, along with each contractor or consultant and all aforementioned officers, employees and representatives, are aware of the prohibitions set forth in 31 C.F.R. § 31.216(a);
 2. The Retained Entity, along with each contractor or consultant, to the best of their knowledge after making a reasonable inquiry, have no information concerning a violation or possible violation of 31 C.F.R. § 31.216(a);
 3. No officer, employee and representative who participated personally and substantially in preparing and submitting a bid, offer, proposal, or request for modification of the arrangement has information concerning a violation or possible violation of 31 C.F.R. § 31.216(a); and
 4. Each officer, employee, and representative who participates personally and substantially in preparing and submitting a bid, offer, proposal, or request for modification of the arrangement will comply with the requirements of 31 C.F.R. § 31.216(a) and will report immediately to the Retained Entity any information that is gained subsequent to the execution of his/her certification, which concerns a violation or possible violation of 31 C.F.R. § 31.216(a).

I confirm that the Retained Entity will make information supporting this Certification available to Treasury upon request, and retain this information for the longer of three years following the termination or expiration of the Contract.

By: _____

Name: _____

Title: _____

Date: _____

Revised: 11/09/2011

Appendix A

Please describe below the activities performed to reasonably ensure the effectiveness of your mitigation plan and associated processes to support this certification.

Appendix B

Please provide the nature of any organizational conflicts waived by Treasury, and the date the Treasury waived the conflict(s), in the following table. If not applicable, please indicate with "N/A" in the table.

Nature of Waived Organizational Conflict	Date of Waiver

Appendix C

Please provide a detailed description of any actual or potential organizational conflicts identified during management's assessment along with failures of conflicts-related controls or their associated processes, in the following table. Attach the revised mitigation plan for the identified organizational conflict(s). If not applicable, please indicate with "N/A" in the table.

Detailed Description of Identified Organizational Conflicts

Appendix D

Please list the names, titles and responsibilities of all key individuals, including members of the Retained Entity if applicable, performing work for Treasury during this annual certification period:

Appendix E

Please provide a detailed description of any additional personal conflicts identified upon review of information obtained from key individuals, including members of the Retained Entity if applicable, performing work for Treasury in the following table. Attach the revised mitigation plan for the identified personal conflicts. If not applicable, please indicate with "N/A" in the table.

Detailed Description of Identified Personal Conflicts

Appendix F

Please provide below the nature of any personal conflict waived by the Treasury, and the date the Treasury waived the conflict, in the following table. If none, please indicate "N/A" in the table.

Nature of Waived Personal Conflict	Date of Waiver