

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 25
2. CONTRACT (Proc. Inst. Ident.) NO. TOFS-10-D-0004		3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
5. ISSUED BY Procurement Services Division Department of the Treasury 1425 New York Avenue, N.W. Washington DC 20220	CODE PSD	6. ADMINISTERED BY (if other than Item 5) OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220		CODE OFS

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) ENNIS KNUPP & ASSOCIATES INC 10 S RIVERSIDE PLZ STE 1600 CHICAGO IL 60606-3830		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
CODE 027706738		9. DISCOUNT FOR PROMPT PAYMENT
FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY OFS PAYMENT 1500 PENNSYLVANIA AVE, NW ATTN: OFM, 6TH FLOOR MET SQUARE WASHINGTON DC 20220	CODE OFS PAYMENT
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13. 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) ()	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$0.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	5
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	4	X	J	LIST OF ATTACHMENTS	1
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	
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X	H	SPECIAL CONTRACT REQUIREMENTS	4				

17. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on TOFS-09-S-0016 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items 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.	
19A. NAME AND TITLE OF SIGNER (Type or print) David Testore, Chief Administrative Officer, Principal		20A. NAME OF CONTRACTING OFFICER JOSHUA F. GALICKI	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED 4/12/10	20B. UNITED STATES OF AMERICA BY <i>Joshua F. Galicki</i> (Signature of the Contracting Officer)	20C. DATE SIGNED 4/12/2010

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
TOS-10-D-0004

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NAME OF OFFEROR OR CONTRACTOR
ENNIS KNUPP & ASSOCIATES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>The period of performance for this contract is as follows:</p> <p>Base Period: 04/12/2010-04/11/2011 Option Period 1: 04/12/2011-04/11/2012 Option Period 2: 04/12/2012-04/11/2013 Option Period 3: 04/12/2013-04/11/2014 Option Period 4: 04/12/2014-04/11/2015 The overall minimum for this contract is: \$50,000.00 The minimum is guaranteed The overall maximum for this contract is: \$6,000,000.00 The minimum amount for an order against this contract is: \$100.00 The maximum amount for an order against this contract is: \$2,000,000.00 FOB: Destination Period of Performance: 04/12/2010 to 04/11/2015</p> <p>Investment Consulting services in support of Section C of this contract.</p> <p>The total amount of award: \$6,000,000.00. The obligation for this award is shown in box 15G.</p>				6,000,000.00

SECTION B -- SUPPLIES OR SERVICES PRICES

B.1 Maximum and Minimum Contract Value

The guaranteed minimum dollar value of the contract is \$50,000. The maximum total value of the contract is \$6,000,000.

B.2 Task Orders

Work will be ordered under individual task orders and will be performed on a Fixed Price, Time and Materials, or Labor Hour basis, as specified in the relevant task order. The following ceiling labor rates will be observed for all Time and Materials or Labor Hour task orders, and the following not to exceed allowable ODCs/Travel figures will be observed for each period of performance:

Base Year

Labor Category	Fully Burdened Rate per Hour
Principal	[REDACTED]
Associate	[REDACTED]
Senior Investment Analyst	[REDACTED]
Investment Analyst	[REDACTED]
Performance Analyst	[REDACTED]
Allowable ODCs/Travel	\$100,000

Option Year 1

Labor Category	Fully Burdened Rate per Hour
Principal	[REDACTED]
Associate	[REDACTED]
Senior Investment Analyst	[REDACTED]
Investment Analyst	[REDACTED]
Performance Analyst	[REDACTED]
Allowable ODCs/Travel	\$100,000

Option Year 2

Labor Category	Fully Burdened Rate per Hour

Principal	[REDACTED]
Associate	[REDACTED]
Senior Investment Analyst	[REDACTED]
Investment Analyst	[REDACTED]
Performance Analyst	[REDACTED]
Allowable ODCs/Travel	\$100,000

Option Year 3

Labor Category	Fully Burdened Rate per Hour
Principal	[REDACTED]
Associate	[REDACTED]
Senior Investment Analyst	[REDACTED]
Investment Analyst	[REDACTED]
Performance Analyst	[REDACTED]
Allowable ODCs/Travel	\$100,000

Option Year 4

Labor Category	Fully Burdened Rate per Hour
Principal	[REDACTED]
Associate	[REDACTED]
Senior Investment Analyst	[REDACTED]
Investment Analyst	[REDACTED]
Performance Analyst	[REDACTED]
Allowable ODCs/Travel	\$100,000

B.3 Travel

a) Travel expenses shall only be applicable to orders performed on a Labor Hour or Time and Materials basis. The prices of all task orders issued on a Firm Fixed Price basis shall be inclusive of any travel.

b) For Labor Hour and Time and Materials task orders, 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/ftr.

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.

d) Except for travel conducted under Firm Fixed Price task orders, all travel shall be approved in writing by the Contracting Officer or Contracting Officer Technical Representative prior to the occurrence of the travel.

SECTION C -- STATEMENT OF WORK

C.1 INTRODUCTION

The U.S. Department of the Treasury (“Treasury”) requires investment consulting services in connection with its portfolio of assets acquired pursuant to Emergency Economic Stabilization Act of 2008 (EESA).

The Treasury seeks services under an indefinite-delivery indefinite-quantity contract that has a base performance period of one year and four one-year option periods. The Treasury intends to issue Firm-Fixed Priced task orders against this contract whenever possible, 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.

This contract is contingent upon and subject to the availability of funding.

C.2 OVERVIEW AND POLICY GOALS

In implementing the EESA, the Treasury has acquired and developed a portfolio of equity securities, debt obligations, warrants, loans, asset guarantees, and other investments in public and private entities qualifying as financial institutions under the EESA. Accordingly, the Treasury requires full-service investment consulting services to support the administration of the portfolio.

Assets in the portfolio have been acquired to date under the following programs established under EESA:

- Capital Purchase Program
- Capital Assistance Program
- Consumer and Business Lending Initiative
- Public-Private Investment Program
- Making Home Affordable Program
- Asset Guarantee Program
- Targeted Investment Program
- Automotive Industry Financing Program
- Systemically Significant Failing Institution Program

Additional information on these programs may be obtained at <http://www.financialstability.gov/roadtostability/programs.htm> and the contractor must understand the current state of these programs and the assets in the portfolio.

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

The Treasury has designated multiple financial agents, asset managers, and other providers to help administer the portfolio.

C.3 TREASURY OBJECTIVE: SCOPE OF SERVICES AND DELIVERABLES

The Treasury seeks full-service investment consultant services to help administer a highly complex, multi-manager portfolio of multiple asset classes. The firm(s) selected to provide the services will be required, as directed, to:

- Develop and maintain investment policies and guidelines for asset managers and other service providers or fund managers supporting the portfolio;
- Assist the Treasury in selecting asset managers and in conducting asset manager evaluations, as well as other vendor, financial agent, and fund manager selections and evaluations, as necessary to support the ongoing and changing needs of the portfolio;
- Assist with the oversight of asset managers, fund managers, and other service providers supporting the portfolio;
- Establish and implement rules and procedures to coordinate the activities of asset managers, fund managers, and other service providers supporting the portfolio;
- Assist the Treasury in evaluating and developing portfolio disposition strategies and policies;
- Measure performance of asset managers, fund managers, and service providers, as well as asset classes, investments, and the overall portfolio;
- Provide advice and analysis on the market value of services provided to the Treasury by asset managers and other service providers supporting the portfolio;
- Perform quantitative evaluations of funds and fund managers, including on portfolio holdings valuations, performance measurement/reporting, performance attribution analysis, portfolio optimizing, portfolio exposures/stress testing, and custom research and risk analytics based on customized benchmarks, relative returns, and other quantitative and qualitative parameters established by the Treasury;
- Provide technical analysis and model-driven evaluations and reviews on portfolio performance, risks/exposures and trade analysis, and conduct portfolio stress tests;
- Measure and help manage risks across the portfolio;
- Develop asset allocation strategies across asset managers and fund managers;
- Produce portfolio and other management reports;

- Evaluate the ongoing costs of asset managers, fund managers, portfolio operations, and other portfolio costs;
- Develop and monitor performance benchmarks and other measures of investment and portfolio success;
- Provide advisory services on fund managers, fund manager investment professionals, the General Partners of funds, and decisions affecting the Treasury's investment in a particular fund;
- Provide periodic customized internal reports to the Treasury on funds and investments, as well as assistance in developing external reports on funds and investments;
- Assist the Treasury in identifying conflicts of interest with respect to asset managers, financial agents, fund managers, and other service providers, and provide advice relating to transparency, conflict of interest mitigation, and disclosure;
- Conduct on-site and desk reviews of the conflict of interest mitigation plans of asset managers, financial agents, fund managers, and other service providers;
- Assist the Treasury in conducting executive searches for possible officers, directors, trustees, and other positions at financial institutions in connection with the Treasury's investments and loans in the portfolio;
- Assist the Treasury in developing policies, procedures, and programs for executive compensation rules at financial institutions in connection with the Treasury's investments and loans in the portfolio;
- Develop and maintain operational policies, procedures, and practices for the administration of the portfolio;
- Assist with the preparation of reports to oversight bodies;
- Advise on tactical and strategic investment and market issues impacting the portfolio;
- Conduct other research, analysis, and special studies;
- Conduct education and training sessions;
- Identify firms, including minority- and women-owned firms, qualified to provide necessary services connected with the portfolio;
- Provide other related investment consulting services identified by the Treasury; and

- Provide for all necessary operational and analytical hardware, software, and system interfaces to support the services above.

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.

E.2 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 CO will make their full text available. In addition, the full text of a clause may be accessed electronically at <http://www.arnet.gov>.

CLAUSE	TITLE AND DATE
52.246-4	Inspection of Services—Fixed-Price (AUG 1996)
52.246-6	Inspection -- Time-and-Material & Labor-Hour (MAY 2001)

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. Four one-year option periods may be exercised by the Government.

F.2 CONTRACT DELIVERABLES

Contract Level Deliverables:

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

- a) Hours and dollars spent, including cumulative totals of each and a forecast of future costs through the next month and total cost at completion;
- b) Current contractor personnel engaged;
- c) Subcontracts, including socioeconomic category of subcontractor and dollar value;
- d) Any contract issues; and
- e) Monthly activities and accomplishments.

Please see recommended report format at section J, Attachment 5

2. Status of Mitigation Plan. In accordance with H.5 and 31 CFR Part 31, the Contractor shall provide documentation related to conflicts of interest throughout the term of the contract.

3. Subcontract Consent. In accordance with FAR clause 52.244-2 "Subcontracts (June 2007)" within Section I of this contract, the Contractor shall obtain the Treasury's written consent in advance for any proposed cost reimbursement, time and materials, or labor hour subcontracts, and for any proposed fixed-price subcontracts that would exceed \$100,000 or 5% of the total value of a task order.

4. 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.

F.3 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 CO will make their full text available. In addition, the full text of a clause may be accessed electronically at <http://www.arnet.gov>.

CLAUSE	TITLE AND DATE
52.242-15	Stop-Work Order (AUG 1989)

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACTOR'S PROPOSAL

The contractor's proposal dated 18 March 2010 is incorporated into this contract by reference.

G.2 ORDER PRICING

The Treasury will order work within the scope of this contract on a Firm Fixed Price, Time and Materials, or Labor Hour basis, as specified in individual Task Orders.

G.2.1 OTHER DIRECT COSTS (TIME AND MATERIALS TASK ORDERS ONLY)

For task orders priced on a Time and Materials basis, 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 will be limited to actual costs incurred by the Contractor that are necessary to effect work directed under this contract and that are not accounted for as overhead costs in the Contractor's fixed labor rates. 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

The persons listed below will be assigned the responsibility for success of the work products. These individuals shall be in responsible positions so as to allocate and control personnel. The below listed individuals are designated as "Key Personnel":

Employee Name	Position Title
[REDACTED]	[REDACTED]

G.4 DTAR 1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY (MAR 2002)

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

NAME: Carl Maryott
ADDRESS: 1500 Pennsylvania Ave NW
Washington, DC 20220
Carl.maryott@do.treas.gov
PHONE: 202-622-1795

- (b) Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:
- (1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
 - (2) constitutes a change as defined in the clause entitled "Changes";
 - (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - (5) interferes with the contractor's right to perform under the terms and conditions of the contract; or
 - (6) directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the CO.
- (e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the Contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the Contractor shall immediately notify the CO 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 CONTRACTING OFFICER

- a. The Contracting Officer for this contract is:

Joshua F. Galicki
PROCUREMENT SERVICES DIVISION
U.S. DEPARTMENT OF THE TREASURY
799 H Street, NW Room 616-B
WASHINGTON, DC 20220
Phone Number: 202-622-6431

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

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 (including labor categories, fully loaded labor rates, number of labor hours, and total labor cost);
- (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:
VendorPay@do.treas.gov.
- (b) A copy of the invoice shall also be submitted to the COTR and CO simultaneously.
- (c) Submission of proper invoices shall be rendered on a percentage completion basis in an amount equal to the value of the work performed.
- (d) Each invoice submitted shall be supported by appropriate documentation. Documentation necessary to substantiate an invoice shall include, but is not limited to, project name and number, invoice number, percentage complete, original contract amount, modification amounts, retainage amount and percent cumulative, labor categories, labor hours worked per labor category, labor rate, value of work in place, Contractor's name, and contract number. Such documentation shall meet the approval of the CO.

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 Labor Rates

Labor provided under this contract and its task orders shall be billed at the same or lower labor rates and shall use the same categories provided in section B.2 of this contract. Labor rates billed by a Contractor under this contract may not exceed those set forth in section B.2 of this contract.

H.5 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 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 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

The contractor agrees to submit, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract or task 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 United States Department of the Treasury (Treasury). 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 contract 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 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 (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.203-13	Contractor Code of Business Ethics and Conduct (DEC 2008)
52.203-14	Display of Hotline Poster(s) (DEC 2007)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.204-9	Personal Identity Verification of Contractor Personnel (SEP 2007)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-2	Audit and Records—Negotiation (JUN 1999)
52.215-8	Order of Precedence -- Uniform Contract Format (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002) Fill-in: 30th
52.216-18	Ordering (OCT 1995) Fill-in: "date of contract award" to "60 months from contract award"
52.216-22	Indefinite Quantity (OCT 1995) Fill-in: contract expiration date plus 6 months.

52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements—Non-commercial Item Acquisition With Adequate Price competition (FEB 2007)
52.217-5	Evaluation of Options (JUL 1990)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (APR 2008) – Alternate II (OCT 2001)
52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
52.222-50	Combating Trafficking in Persons (FEB 2009)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-17	Rights in Data – Special Works (DEC 2007)
52.228-7	Insurance—Liability to Third Persons (MAR 1996)
52.232-1	Payments (APR 1984)
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (FEB 2007) Fill-in: 30th
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-17	Interest (JUN 1996)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)

52.232-25	Prompt Payment (OCT 2003)
52.232-33	Payment by Electronic Funds Transfer – Central Contract Registration (OCT 2003)
52.233-1	Disputes (JUL 2002) – Alternate I (DEC 1991)
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 (AUG 1997)
52.243-3	Changes—Time-and-Materials or Labor-Hours (SEP 2000)
52.244-2	Subcontracts (JUN 2007)
52.246-20	Warranty of Services (MAY 2001) Fill-in: within 30 days from the date of acceptance by the Government
52.246-25	Limitation of Liability-Services (FEB 1997)
52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003)
52.248-1	Value Engineering (FEB 2000)
52.249-2	Termination for Convenience of the Government (Fixed Price) (MAY 2004)
52.249-6	Termination (Cost-Reimbursement) (MAY 2004) Alternate IV (SEP 1996).
52.249-8	Default (Fixed Price Supply and Service) (APR 1984)
52.249-14	Excusable Delays (APR 1984)

I.2 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 \$2,000,000.00;
 - (2) Any order for a combination of items in excess of \$2,000,000.00; or
 - (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding \$2,000,000.00.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is

not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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

I.3 FAR 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.

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

Attachments to Contract:

1. **Subcontracting Plan**
2. **Certification 31 CFR § 31.211**
3. **Certification 31 CFR § 31.216**
4. **Non-Disclosure Agreement** . This form is not required to be completed prior to award or submitted with the offeror's proposal. This non-disclosure agreement is provided as a sample of the certification of compliance required by 31 C.F.R. § 31.217. This certificate shall be submitted by the offeror with ten (10) days of award.
5. **Monthly Contract Status Report** – This attachment is provided as a sample of an acceptable Monthly Contract Status Report. The Contractor shall use this sample or something substantially similar for monthly reporting.