

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 10/29/2008	2. CONTRACT NO. (If any) 09BPA001	6. SHIP TO: a. NAME OF CONSIGNEE Indicated on call	
3. ORDER NO.	4. REQUISITION/REFERENCE NO.		

5. ISSUING OFFICE (Address correspondence to) DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVENUE, NW PROCUREMENT SERVICES DIVISION ATTN: STEVEN GORDON WASHINGTON DC 20220	b. STREET ADDRESS	
	c. CITY	e. ZIP CODE
	d. STATE	

7. TO: a. NAME OF CONTRACTOR SQUIRE SANDERS & DEMPSEY LLP	f. SHIP VIA
b. COMPANY NAME	8. TYPE OF ORDER

c. STREET ADDRESS 8000 TOWERS CRESCENT DRIVE 14TH FLOOR	<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:		<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
	d. CITY VIENNA	e. STATE VA	

9. ACCOUNTING AND APPROPRIATION DATA Indicated on call	10. REQUISITIONING OFFICE DEPARTMENT OF THE TREASURY
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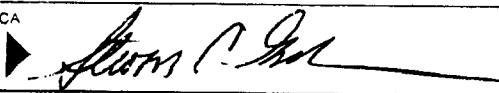
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS		

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Indicated on call	16. DISCOUNT TERMS
a. INSPECTION Destination	b. ACCEPTANCE Destination			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-23F-0120M					
	Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:				17(i) GRAND TOTAL
	a. NAME	Indicated on call		\$0.00	
	b. STREET ADDRESS (or P.O. Box)				
c. CITY	d. STATE	e. ZIP CODE	\$5,520,000.00		

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) STEVEN C. GORDON TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 10/29/2008	CONTRACT NO. 09BPA001	ORDER NO.
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Admin Office: DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISION 1500 PENNSYLVANIA AVE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220 Period of Performance: 10/29/2008 to 04/28/2009					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))



BLANKET PURCHASE AGREEMENT
GSA FEDERAL SUPPLY SCHEDULE

In the spirit of the Federal Acquisition Streamlining Act, the Department of the Treasury and Squire Sanders & Dempsey, LLP enter into this Blanket Purchase Agreement (BPA) to further reduce the administrative costs of acquiring repetitive services from the General Services Administration (GSA) Federal Supply Schedule (FSS), Financial and Business Solutions (FABS) Contract GS-23F-0120M.

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

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

SIGNATURES:

Department of the Treasury, DO

Steven C. Gordon *Steven C. Gordon*
Contracting Officer

Date: *10/24/08*

Department of the Treasury
Departmental Offices
1500 Pennsylvania Avenue
(1425 New York Avenue – 2nd Floor)
Washington, DC 20220
202-622-2341 (P)
202-622-2343 (F)

SQUIRE SANDERS & DEMPSEY, LLP

Stephen C. Mahon *Stephen C. Mahon*
Partner

Date: *10/23/08*

1201 Pennsylvania Ave, NW, Suite 500
Washington, DC, 20004
513-361-1230 (P)
513-602-1003 (C)

BLANKET PURCHASE AGREEMENT
GSA FEDERAL SUPPLY SCHEDULE

Pursuant to GSA Federal Supply Schedule Contract Number GS-23F-0120M, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) Exclusively with the Department of the Treasury and for use by the Department of the Treasury.

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

PRICING:

The Contractor's labor rates, as set forth in its GSA Schedule, are incorporated into this BPA.

- (2) Delivery:

DESTINATION DELIVERY SCHEDULE/DATES

Assigned upon issuance of individual task/delivery orders.

- (3) This BPA does not obligate any funds. The Government is obligated only to the extent authorized by task orders issued under this BPA. The BPA is established to fill recurring requirements.
- (4) Purchase limitation: There is no dollar limitation for each individual purchase. The contractor's labor rates, as set forth in Attachment 1, are incorporated into the BPA. The contractor may not exceed the labor rates set forth in Attachment 1 during performance of any task order. However, further discounts may be negotiated per task/delivery order. Regardless of the size of the task/delivery order the contractor is encouraged to offer additional discounts.
- (5) This BPA expires on April 28, 2009 or upon expiration and non-renewal of the vendor's GSA contract. The BPA can be cancelled by the Government at any time. The Contractor shall provide all resources necessary to perform services in accordance with the requirements specified herein.

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

BLANKET PURCHASE AGREEMENT
GSA FEDERAL SUPPLY SCHEDULE

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

OFFICE

Treasury, Procurement Services Division

POINT OF CONTACT

Designated Contracting Officer

Task/delivery orders shall only be placed by designated contracting officers.

- (7) Task Orders will be issued against this BPA via e-mail, FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- (a) Name of Contractor;
 - (b) BPA Number;
 - (c) GSA Contract Number;
 - (d) Task/Delivery Order Number;
 - (e) Date of Issuance of Task Order; and
 - (f) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information).
- (9) The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the task/delivery order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all task orders issued against it. In the event of an inconsistency between the provisions of this BPA and the task order, the provisions of this BPA will take precedence.
- (11) The Contractor's proposed conflict of interest mitigation plan is specifically incorporated into this BPA and shall be in full effect throughout the life of the BPA with the caveats noted below.
- * With regard to SSD's statement in its proposed mitigation plan that the firm should not be precluded from representing financial institutions that combine with other financial institutions that may have a TARP-related conflict, this may occur only with Treasury's consent, which will not be unreasonably withheld by Treasury.
 - * With regard to SSD's stipulations in its proposed mitigation plan that SSD would not perform legal services for Treasury with regard to certain institutions because SSD may be representing those institutions in TARP matters, it is understood that SSD may not represent such clients in litigation or claims against Treasury with respect to TARP matters.

BLANKET PURCHASE AGREEMENT
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* SSD will abide by the ethical restrictions for individuals performing under a task order as set forth in Attachment 3, even though SSD did not specifically address such requirements in its proposal.

* With respect to the personal conflicts of interest referenced in paragraph (d) in Attachment No. 3, a person involved in performing under a task order would not be deemed to have a "financial interest" in an entity if such interest derives from a diversified mutual fund.

In the event of any conflict or ambiguity, the terms of the BPA Attachment No. 3 will take precedence.

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

Attachment No. 1	Squire Sanders & Dempsey's Quotation, dated October 27, 2008
Attachment No. 2	Statement of Work
Attachment No. 3	Conflicts of Interest, Confidentiality & Publicity Requirements

BLANKET PURCHASE AGREEMENT

GSA FEDERAL SUPPLY SCHEDULE

SPECIAL BPA PROVISIONS/CLAUSES

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

This BPA incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be assessed electronically at www.arnet.gov.

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

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

1.2.1 Contracting Officer (CO)

The CO for award of this Blanket Purchase Agreement is:

Steven C. Gordon
Department of the Treasury, Departmental Offices
Procurement Services Division
1425 New York Avenue, 2nd Floor
1500 Pennsylvania Avenue, NW
Washington, DC 20220
(202) 622-2341
steve.gordon@do.treas.gov

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

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

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

BLANKET PURCHASE AGREEMENT

GSA FEDERAL SUPPLY SCHEDULE

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

(a) The COTR is:

Laurie Schaffer, Assistant General Counsel for Banking and Finance Law,
Office of the General Counsel
(202) 622-1988

(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 contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify

BLANKET PURCHASE AGREEMENT
GSA FEDERAL SUPPLY SCHEDULE

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."

(End of clause)

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

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

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

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

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

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

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

(e) The Contractor shall ensure that each contractor employee requiring access executes any nondisclosure agreements required by the Government prior to gaining staff-like access. The Contractor shall provide signed copies of the agreements to the Site Security Officer (SSO)

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for inclusion in the employee's security file. The Government will provide the name and location of the SSO after contract award. Unauthorized access is a violation of law and may be punishable under the provisions of Title 5 U.S.C. 552a, Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)) and other applicable statutes.

(f) The Contractor shall notify the Contracting Officer's Technical Representative (COTR) or the Site Security Officer no later than the end of the day of the termination for cause of an authorized employee's access. The Contractor shall notify the COTR no later than ten days after an authorized employee no longer requires access for any other type of termination. Verbal notifications shall be confirmed in writing within thirty days.

1.4 IDENTIFICATION/BADGING REQUIREMENTS

During the period of this contract, access to Department of the Treasury facilities for contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any Treasury, or Treasury Bureau facility shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the Contractor to provide this corporate identification. Upon the termination of the employment of any contractor personnel working on this contract, all government-furnished identification shall be returned to the issuing office. All on-site contractor personnel shall abide by security regulations applicable to that site.

1.5 SECTION 508 COMPLIANCE

The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning five

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calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to his product line.

The vendor must ensure that all EIT products that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this solicitation's requirements.

For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

1.6. ADMINISTRATIVE INSTRUCTIONS

1.6.1 Requests For Payment/Submission Of Invoices.

a. The contractor may submit an invoice once every thirty (30) days to the Contracting Officer Technical Representative (COTR). The contractor shall have the invoice certified by the COTR. The contractor's invoice will be for one month. The contractor shall invoice only for the hours, travel and Other Direct Costs (ODCs) that are in direct support of contractor's efforts in performing the task/delivery order SOW. Hours in such invoice shall be identified by task/phase and by labor category. The amounts for labor shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed with applicable discounts. Fractional parts of an hour may be payable on a prorated basis. Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation as approved by the Contracting Officer. Government will not reimburse for overtime other than based on what was originally proposed and accepted at time of issuance of order and as indicated in the Schedule. ODCs and travel costs shall be identified by task/phase and shall include all necessary documentation supporting the charge(s). A copy of the government's document(s) accepting the covered services must accompany invoices submitted for payment. A copy of the invoice will be submitted to the addresses identified in the task/delivery order to the contracting officer at the same time it is submitted to the program manager. **Failure to comply with the procedures outlined above may result in payment being delayed.**

b. Invoices are to be emailed as soon as possible after the end of each calendar month to:

1. www.vendorpay@do.treas.gov;

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2. Contracting Officer; and
3. COTR.

Submittal to "vendorpay" is considered the official invoice submittal; and it is through "vendorpay" that prompt payment compliance is tracked. Each copy of each invoice shall clearly identify the Contractor's Taxpayer Identification Number (TIN). The Contractor shall assure that a responsible official of the company signs the following statement on each invoice:

"I certify that the services listed above have been performed in accordance with the contract and those personnel hours or other costs are true, correct, and have not been previously billed."

Typed Name and Signature

The Contract and Task Order Number shall be typed on each invoice. Payment will be made in accordance with the Prompt Payment Act (see FAR 52.232-25 Prompt Payment).

The invoice shall be approved by the Contracting Officer's Technical Representative (COTR). If requested by the Government, time cards or time sheets for each employee shall be provided as evidence of hours worked by each employee by Task Order. The time card or time sheet will indicate the date worked, number of hours worked, and the hourly rate for each employee.

All follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information should be directed to the COTR.

The Contractor shall provide the COTR with an advance (pre-submittal) version of the invoice for review.

1.7 PERFORMANCE MONITORING

The Government shall monitor and evaluate the contractors overall performance and service delivery.

The Government may convene an Assessment Board to review, analyze, and evaluate the contractor's performance. The Board will also determine the disposition of extending each performance period, using the data, analysis, and evaluation performed. The Board membership will include:

- a) Contracting Officer,
- b) Contracting Officer's Technical Representative, and
- c) Treasury OGC Management Staff.

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GSA FEDERAL SUPPLY SCHEDULE

1.8 STAFFING PLAN

The contractor shall maintain the Staffing Plan initially submitted in the contractor's proposal. The staffing plan shall layout the approach, practices, and staffing to accomplish the requirements of this BPA as well as the specific requirements set forth in each Task Order. As such, the plan shall relate the staffing allocations by organizational or function units of the contractor team.

1.9 HOLIDAYS

OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCES

- a) The Government hereby provides NOTICE and Contractor hereby acknowledges RECEIPT that Government personnel observe the listed days as holidays:

New Years Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas	December 25
Inauguration Day	January 20 every four years

- b) In addition to the days designated as holidays, the Government observes the following days:
- Any other day designated by Federal Statute;
 - Any other day designated by Executive Order; and
 - Any other day designated by the President's Proclamation.
- c) It is understood and agreed between the Government and the Contractor that observances of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the individual Task Order. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude

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reimbursement for authorized premium pay, if applicable to this contract as stated in its individual Task Orders.

- d) When the Federal, State, Local and other governmental entities grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the COTR.
- e) In the event that Treasury personnel are furloughed, the contracting officer or the COTR will communicate contractual direction to the contractor regarding performance of work.
- f) Nothing in this clause abrogates the rights and responsibilities of the parties relating to "stop work" provisions as cited in other sections of this contract. Primarily, work shall be performed at the Department of the Treasury facility or, upon approval, facilities within the Washington, D.C. metropolitan area. Occasional work may be performed at other field activity locations, including disaster recovery and/or continuity of operations locations. No locality differential payments are applicable to this contract.

1.10 TASK ORDERS

The following ordering procedures shall apply to all Task Orders (TOs) issued under this BPA.

When placing task orders, Treasury will not conduct competitions for individual task orders among BPA holders. However, Treasury will make an effort to ensure equitable distribution of work among BPA holders.

The standard ordering process is set forth below.

Treasury will order an approximately equally amount of work from each BPA holder. This will be achieved by alternating the award of task orders among all BPA holders, to the extent practicable.

Treasury will make its best efforts to adhere to the above process during the first 30 days following award of the BPAs. Exceptions to the standard ordering process may be made in consideration of conflicts of interest, geographical location of the contractors, and other relevant considerations.

After the first 30 days following BPA award, Treasury expects that it will continue to alternate task orders among BPA holders. However, Treasury may periodically adjust the allocation of work based on the pricing offered by the BPA holders, and the quality of their performance under the BPAs. Any such adjustments to the allocation of work will not result in more than 75% of the total work being allocated to any single firm.

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1.11 INFORMATION SAFEGUARDS AND PRACTICES

The Contractor shall be responsible for compliance with Treasury for policy and practice regarding the storage and removal of electronic and printed materials considered sensitive in nature (i.e., system password and user identification access codes) from printers, desktops, laptops, furniture, presentation equipment, and any other form of information housing. This is so that the information is not accessible by unauthorized personnel and so that disposal follows Treasury information security practices. The contractor must ensure that contractor, subcontractor, or business partner personnel protect all sensitive and secure documents to the extent possible from either inadvertent or deliberate compromise.

1.12 SUPERVISION OF CONTRACTOR'S EMPLOYEES

- a) Personnel assigned to render services under this contract shall at all times be under the direction and control of the Contractor Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the service required hereunder.
- b) During all times on government premises, the contractor's personnel shall comply with the rules and regulations governing conduct of personnel and operation of the facility.
- c) If the contractor plans to employ any Non-English speaking personnel, he shall provide an on-site bi-lingual supervisor to serve as an interpreter.
- d) Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

-----END OF BPA AGREEMENT-----

ATTACHMENT 1

ATTACHMENT 2

Attachment 2 – Statement of Work

The Department of the Treasury (Treasury) is seeking law firms to assist it in executing transactions under the TARP Capital Purchase Program. The contractor will have expertise in securities and financial institution law and regulations, and will be responsible for handling all or part of 4000-8000 transactions between Treasury and banks, savings associations and their holding companies (“financial institutions”). The investment agreements provided for Treasury to invest funds in such financial institutions in exchange for the issuance of preferred stock and warrants to Treasury by publicly traded financial institutions. The Contractor may also be responsible for handling transactions involving privately held financial institutions. The financial institutions will be located in all fifty states and potentially in U.S. possessions and territories. The Contractor will be responsible for: (1) reviewing executed investment agreements for legal sufficiency and completeness; (2) identifying insufficiencies or legal issues that require action before the transactions can be closed; (3) notifying and working with the financial institution and Treasury in resolving those issues; and (4) conducting the closing of the transaction.

ATTACHMENT 3

CONFLICTS OF INTEREST

(a) Treasury HAS NOT WAIVED any potential conflicts of interest as defined by Rules 1.7—1.11 of the ABA's Model Rules of Professional Conduct. Further, Contractor agrees that its future attorney-client relationship with Treasury may be governed by conflict of interest rules more restrictive than the ABA's Model Rules that may be issued by the Secretary of the Treasury pursuant to Section 108(b) of the Emergency Economic Stabilization Act of 2008.

(b) 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 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: (1) refusal to waive a conflict; (2) termination of this contract for default; (3) debarment of the contractor from federal contracting; (4) referral to the appropriate state licensing authorities; and, in appropriate cases, and (5) civil or criminal actions.

(c) It is solely within the discretion of the Treasury Department to determine whether or not a conflict of interest exists. 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 pursuant to the corrective actions listed above, Contractor is expected to follow Treasury Department policies and procedures and to cooperate fully in the orderly transfer of such matters.

(d) In addition to any other applicable restrictions, the Contractor shall agree: (1) not to review capital purchase documentation of clients that the Contractor currently represents; (2) not to represent any institution whose capital purchase documentation the Contractor reviews for the duration of the period that Treasury holds equity in that institution under the Capital Purchase Program; (3) not to represent any parties in a claim against the United States with respect to the Capital Purchase Program during or following the term of the contract; (4) to have all attorneys assigned to work under this agreement receive ethics training in consultation with the Treasury Department; and (5) to have all attorneys assigned to work under this contract enter into agreements at the inception of the contract prohibiting such attorneys from reviewing capital purchase documentation of an institution in which the attorneys, their spouses, their minor children, or their other family members with whom the attorney has a close personal relationship, have a personal, business, or financial interest. Such agreements with individual reviewing attorneys shall also require the attorneys to disclose at the inception of the contract any and all personal, business, or financial interests of the individual, his or her spouse, minor children, or other family members with whom the individual has a close personal relationship that could adversely affect (i) the individual's ability to perform under this contract, (ii) his or her objectivity or judgment in such performance, or (iii) his or her ability to represent the interests of the Treasury. Items (4) and (5) above shall apply to attorneys, and also to any paralegals who would perform significant work under a task order.

(e) Prior to beginning work on a task order, the Contractor shall review the submissions required by section (d)(5) of this clause for personal conflicts of interest, and certify in

writing to Treasury that no such conflicts exist. In making this determination, the Contractor may rely on the information obtained from the individuals, unless the Contractor has reason to believe that the information provided is false or inaccurate.

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

PUBLICITY REQUIREMENTS

The Contractor agrees to submit within 6 hours of contract or task order award a .pdf file of the fully executed contract or order with all proprietary information redacted for the purposes of having the redacted contract made public at the sole discretion of the Department of the Treasury. The Contractor shall supply the point of contact to work directly with the Public Affairs office of the Department of the Treasury.

CONFIDENTIALITY

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 will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance of this agreement for any purpose other than to perform work under the contract without first receiving written permission from the Contracting Officer. The Contractor shall secure information received from or prepared or gathered for the Treasury Department under this contract in a secure location with access limited to only those personnel with a "need to know."