

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 330)	RATING	PAGE OF PAGES 1 2
	2. CONTRACT (Proc. Inst. Ident.) NO. TOS09010A	3. EFFECTIVE DATE 30 Jan 09	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
5. ISSUED BY DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISIONS 1500 PENNSYLVANIA AVENUE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220	CODE TDP	6. ADMINISTERED BY (If other than Item 5) DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISION 1500 PENNSYLVANIA AVE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220	CODE TDP

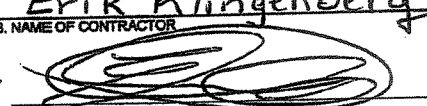
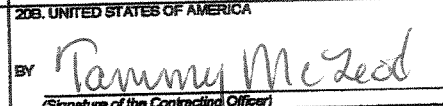
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) SONNENSCHN NATH & ROSENTHAL LLP 233 S WACKER DR STE 8000 CHICAGO IL 60606-6491	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT N/30 PROMPT PAY
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

11. SHIP TO/MARK FOR TDP US DEPARTMENT OF THE TREASURY-DEPAR FINANCIAL MANAGEMENT, ATT: MET SQUA 1500 PENNSYLVANIA AVE., NW WASHINGTON DC 20220	12. PAYMENT WILL BE MADE BY TDP PAYMENT DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE, NW ATTN: OFM, 6TH FLOOR MET SQUARE WASHINGTON DC 20220
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 (a) ()	14. ACCOUNTING AND APPROPRIATION DATA See Schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$1,457,325.68

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	10
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTIONS/SPECS./WORK STATEMENT	4	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	5	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	5	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	6	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	6				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 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 herewith.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) 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 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) Erik Klingenberg, Partner	20A. NAME OF CONTRACTING OFFICER TAMMY MCLEOD
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
19C. DATE SIGNED 11/30/09	20C. DATE SIGNED 11/30/09
BY  (Signature of person authorized to sign)	BY  (Signature of the Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR
SONNENSCHN NATH & ROSENTHAL LLP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>1. This Contract No. TOS09010A replaces Contract No. TOS09010.</p> <p>2. On December 31, 2008 Thacher Proffit & Wood entered into a Novation Agreement under which contractor rights & responsibilities of Thacher Proffit & Wood transferred to Sonnenschein Nath & Rosenthal LLP, effective January 1, 2009. Due to this novation, the contractor's Data Universal Numbering System (DUNS) changed. In order to process any future actions against this contract in Treasury's Procurement Request Information Systems Management (PRISM), it is necessary to issue a duplicate the contract with a new contract number noting Sonnenschein Nath & Rosenthal as the new contractor.</p> <p>3. All other requirements, terms and conditions under TOS09010 apply to this Contract No. TOS09010A. Delivery: 02/28/2009 Accounting Info: TDP0128SE09XX-2009-610001-TDP1231100-2524-00000000 -XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX FOB: Destination Period of Performance: 11/07/2008 to 02/28/2009</p> <p>Legal Services Analysis Obligated Amount: \$1,457,325.68</p> <p>Amount: \$233,662.84</p> <p>Amount: \$223,662.84</p> <p>Amount: \$1,000,000.00</p> <p>The total amount of award: \$1,457,325.68. The obligation for this award is shown in box 15G.</p>				1,457,325.68

2. CONTRACT (Proc. Inst. Ident.) NO. TOS09010 3. EFFECTIVE DATE 11/07/2008 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 09PR-TDP-073

5. ISSUED BY CODE TDP DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISIONS 1500 PENNSYLVANIA AVENUE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220 6. ADMINISTERED BY (If other than Item 5) CODE TDP DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISION 1500 PENNSYLVANIA AVE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) THACHER PROFFITT & WOOD TWO WORLD FINANCIAL CENTER MARKETING DEPARTMENT NEW YORK NY 10281-1008 8. DELIVERY FOB ORIGIN OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT N/30 PROMPT PAY

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

11. SHIP TO/MARK FOR CODE TDP US DEPARTMENT OF THE TREASURY-FINANCIAL MANAGEMENT, ATT: MET SQUA 1500 PENNSYLVANIA AVE., NW WASHINGTON DC 20220 12. PAYMENT WILL BE MADE BY CODE TDP PAYMENT TDP PAYMENT DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE, NW ATTN: OFM, 6TH FLOOR MET SQUARE WASHINGTON DC 20220

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

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT \$233,662.84

18. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGES	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	10
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	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	5	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	5	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	6	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	8				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE
 17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 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 document.) 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 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) 19B. NAME OF CONTRACTOR 19C. DATE SIGNED 20A. NAME OF CONTRACTING OFFICER TAMMY MCLEOD 20B. UNITED STATES OF AMERICA 20C. DATE SIGNED 11/7/08
 BY (Signature of person authorized to sign) BY Tammy M. McLeod (Signature of the Contracting Officer)

CONTINUATION SHEET

REFER NO. OF DOCUMENT BEING CONTINUED
TOS09010

PAGE OF
2 12

NAME OF OFFEROR OR CONTRACTOR
THACHER PROFFITT & WOOD

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>The contractor's proposal dated November 6, 2008 in response to Solicitation No. A09021 and Amendment No.'s 001, 002 and 003 dated November 6, 2008 are incorporated into this contract. Delivery: 02/28/2009 Accounting Info: TDP0128SE09XX-2009-610001-TDP1231100-2524-00000000-XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX FOB: Destination Period of Performance: 11/07/2008 to 02/28/2009</p> <p>Legal Services Analysis Obligated Amount: \$233,662.84</p> <p>The total amount of award: \$233,662.84. The obligation for this award is shown in box 15G.</p>				233,662.84

SECTION B – SUPPLIES OR SERVICES PRICES

B.1 PRICING SCHEDULE

LABOR RATE TABLE

Labor Category	Hourly Labor Rate
Partner	
Associate	
Legal Assistant	

PRICE MODEL

Labor Category	Estimated Hours	Labor Rate (from Labor Rate Table)	Price	% Discount	Commercial Price
Partner					
Associate					
Legal Assistant					
			Estimated Travel Costs =		
			Total Not-to-Exceed Price =		

The labor rates being incorporated into this contract are the discounted labor rates noted in the Price Model proposed (not the full prices listed in Labor Rate Table).

Contract Ceiling Price

This contract has a ceiling price of _____, which the contractor exceeds at its own risk. The contractor is responsible for managing available funds in accordance with the labor categories and rates incorporated into this contract. The Government is not obligated to reimburse the contractor for costs incurred in excess of the not-to-exceed ceiling price specified in this contract.

B.2 TRAVEL

a.) 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 with the search on “FTR”.

b.) 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.

SECTION C – DESCRIPTION/SPECIFICATIONS

C.1 SCOPE OF WORK

The Department of the Treasury (Treasury) is seeking the Contractor’s legal services, expertise, and guidance for a possible Treasury loan to or other investment in a large institution including, but not limited to, the negotiation and drafting of relevant documents such as investment agreements, debt agreements, security agreements involving domestic and international assets or other documentation necessary to implement investments through the Troubled Asset Relief Program (TARP). The Contractor should also have expertise in perfecting security interests in international collateral.

Treasury is seeking the Contractor’s expertise and guidance for form, structure, and terms and conditions of the documentation. All such documentation must comply with all applicable laws and regulations. Without limiting the generality of the foregoing, all deliverables hereunder shall fully comply with the all of the terms, conditions, and requirements of: the Emergency Economic Stabilization Act of 2008 (Act); any applicable regulations; Treasury policy; and best practices.

Work under the contract will occur in two phases. The first phase will involve initial advice and preparation of documents. The second phase will involve the negotiation and drafting of final documents and implementation of the investment. The first phase will begin immediately upon award. The second phase, if required, may begin immediately after the first phase, or may occur later, depending on market conditions. Work will not be required under the contract after February 28, 2009, but may end sooner depending on the need for and timing of the second phase.

The Government estimates that completion of the work will require approximately five hundred (500) attorney hours.

SECTION D – PACKAGING & MARKING

D.1 PAYMENT OF POSTAGE AND FEES

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

D.2 PACKAGING AND MARKING

(a) All information submitted to the Contracting Officer or the COTR shall clearly indicate the contract number and/or purchase 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, purchase order number (if any), description of contents, and contractor's name.

SECTION E – INSPECTION & ACCEPTANCE

E.1 CONTRACTOR MONITORING RESPONSIBILITY

Notwithstanding FAR 52.246-6, Inspection – Time-and-Material and Labor-Hour, the contractor is responsible for periodic and day-to-day inspection and monitoring of all work performed to ensure compliance with the contract requirements. The contractor shall note any deficiencies found and corrective action taken and document his corresponding file as to the outcome.

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 Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov

CLAUSE	TITLE AND DATE
52.246-6	Inspection - Time-and-Material and Labor Hour

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

Phase I - The date of contract award (November 7, 2008)
Phase II - Immediately after Phase I to no later than February 28, 2009

F.2 DELIVERABLES

Deliverables include legal services regarding the expertise, guidance and the negotiation and drafting of relevant documents such as investment agreements, debt agreements, security agreements or other documentation necessary to implement investments through the TARP.

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 Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov

<u>CLAUSE</u>	<u>TITLE AND DATE REFERENCE</u>
52.242-15	Stop-Work Order (AUG 1989)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACTOR’S PROPOSAL

The Contractor’s proposal and proposed mitigation plan is incorporated into this contract.

G.2 KEY PERSONNEL

The below listed individual(s) are designated as “Key Personnel”. These individual(s) shall be in responsible positions to allocate and control personnel.

Employee Name	Position Title
<u>See Contractor’s Proposal</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>

G.3 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: Mr. Stephen Albrecht
ADDRESS: 1500 Pennsylvania Avenue, NW
Washington, DC 20220
Phone: (202) 622-1143

(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);
- (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 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 his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

(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.4 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 complete 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, percent 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 name, and contract number. Such documentation shall meet the approval of the Contracting Officer.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 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.”

H.2 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 Department determines it to be in the best interest of the Government.

H.3 LABOR RATES

Labor rates under this contract shall be the rates provided in the Contractor’s proposal as set forth in Section B-1, Price Model. Labor rates may not exceed those set forth in the Price Model.

H.4 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 to another law firm 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 represent any party other than the Treasury in any matter concerning the anticipated transaction between Treasury and the institution; (2) to have all attorneys assigned to work under this agreement receive ethics training in consultation with the Treasury Department no later than 10 days after contract award; and (3) to have all attorneys and paralegals assigned to work under this contract enter into agreements at the inception of the contract requiring the attorneys and paralegals 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 would cause a reasonable person with knowledge of the relevant facts to question the individual's ability to perform, his or her objectivity or judgment in such performance, or his or her ability to represent the interest of Treasury.

(e) Within 5 days of contract award, the Contractor shall review the submissions required by section (d)(3) 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.

(g) The Treasury Department intends, pursuant to section 108 of the Emergency Economic Stabilization Act of 2008, to issue additional regulations or guidelines concerning conflicts of interest. If such regulations or guidelines differ from or expand upon the conflict of interest provisions included in this Contract, the Contractor agrees to negotiate in good faith the inclusion of the different or additional provisions. If agreement between the parties cannot be reached, the Government may terminate this contract for convenience. Nothing in this paragraph, however, shall limit the Treasury Department's rights under the Changes clause of this Contract.

H.5 PUBLICITY REQUIREMENTS

The contractor agrees to submit, within 3 working days of contract 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 Treasury Department. The contractor shall supply the point of contact to work directly with the Public Affairs Office of the Treasury Department.

H.6 FIDUCIARY DUTY

The Contractor agrees that it shall have a fiduciary duty to the Government in its performance under this contract.

SECTION I – CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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. In addition, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov.

<u>CLAUSE REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided or 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 Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006

52.215-2	Audit and Records – Negotiation	JUN 1999
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.216-7	Allowable Cost and Payment (Fill-in 30 th)	DEC 2002
52.216-30	Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition Without Adequate Price Competition	FEB 2007
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-28	Post-Award Small Business Representation	JUN 2007
52.222-3	Convict Labor	
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 and 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 and 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
55.222-50	Combating Trafficking in Persons	AUG 2007
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy – Consuming Products	DEC 2007
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-17	Rights in Data – Special Works	DEC 2007
52.232-7	Payments Under Time-And-Materials and Labor Hour Contracts	FEB 2007
52.232-17	Interest	OCT 2008
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer – Central Contract Registration	OCT 2003
52.233-1	Disputes - Alternate I (DEC 1991)	JUL 2002
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
52.243-3	Changes – Time-And-Materials or Labor Hour	SEP 2000

52.244-2	Subcontracts	JUN 2007
52.246-25	Limitation of Liability – Services	FEB 2007
52.249-6	Termination (Cost-Reimbursement) (Alternate IV) (SEP 1996)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-01	Computer Generated Forms	JAN 1991