

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 23PR-TDP-0264		PAGE OF 1 28	
2. CONTRACT NO. 2032H323C00033		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ACACIA HARRIS			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME
9. 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	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541110 <input type="checkbox"/> 8(A) SIZE STANDARD: \$15.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO TDP - ESF US DEPARTMENT OF THE TREASURY OFFICE OF BUDGET AND TRAVEL, ATTN:1 1500 PENNSYLVANIA AVE., NW WASHINGTON DC 20220			CODE TDP - ESF	16. ADMINISTERED BY DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISIONS 1500 PENNSYLVANIA AVENUE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220			
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE ARC/ASD/APB	
ARNOLD & PORTER KAYE SCHOLER LLP 601 MASSACHUSETTS AVE NW ATTN: KEVIN HUDSON WASHINGTON DC 20001-3743				ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@FISCAL.TREASURY.GOV PARKERSBURG WV 26106-1328			
TELEPHONE NO.			<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				
			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Contract 2032H323C00033 is funded using TDP and ESF fund sites. Per PRISM Support, combining fund sites from TDP and ESF under the same action is not allowed. Therefore, this award, contract 2032H323C00033, will obligate \$1,679,036.17 (Req 23PR-TDP-0264) from the ESF fund site and a subsequent funding only contract 2032H323C000-33 will obligate the remaining \$839,363.83 (Req 23PR-TDP-0263) from the TDP fund site in order to fully fund CLIN 0001 for the Base Period in the amount of \$2,518,400.00. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,679,036.17	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Michael Messersmith</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) MARK C. GREEN			
30b. NAME AND TITLE OF SIGNER (Type or print) Michael Messersmith, Partner, Arnold & Porter			30c. DATE SIGNED 08/18/2023	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Total Award Value: \$5,250,000.00				
	Period of Performance: 08/21/2023 to 08/20/2024				
0001	Legal Support Base Period Obligated Amount: \$1,679,036.17				1,679,036.17
0002	Legal Support Base Period (Optional Ancillary Support) Amount: \$1,821,106.05 (Option Line Item)				0.00
	The total amount of award: \$3,500,142.22. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
------------------------------------------------------------------------------------	--------------------	---------------------------------	------------------------------------------------------------------------------------------------------------------	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

Section B – Supplies or Services and Prices/Costs

1. Type of Contract

(a) This is a labor hour type contract.

(b) The following rates will be utilized during the life of this contract:

LABOR CATEGORY (LCAT)	BASE PERIOD	BASE PERIOD (OPTIONAL ANCILLARY SUPPORT)
Partner (Michael Messersmith)	\$1,530.00	\$1,530.00
Partner (Rosa Evergreen)	\$1,237.50	\$1,237.50
Partner (Benjamin Mintz)	\$1,440.00	\$1,440.00
Counsel	\$1,206.00	\$1,206.00
Associate	\$913.50	\$913.50
Paralegal	\$445.00	\$445.00

Should FAR 52.217-8 be exercised, the rates effective in the prior period will be utilized.

(c) Ceiling prices specified for each period shall apply separately and independently to that period. The Contractor shall not exceed the ceiling prices of this contract.

CLIN	PERIOD	CEILING PRICE
0001	Base Period	\$ 2,518,400.00
0002	Base Period (Optional Ancillary Support)	\$ 2,731,600.00
	Total	\$ 5,250,000.00
	6 Month Extension (FAR 52.217-8)	\$1,500,000.00

Base Period CLIN 0002 Optional Ancillary Support shall be exercised via modification when required.

2. Service Contract Wage Determination

This requirement is subject to FAR Subpart 22.10 Service Contract Labor Standards. The Contractor shall utilize the wage determination applicable to the location of the site performance occurs. Wage determinations may be found at: <https://sam.gov/content/wage-determinations>.

3. FAR Clause 52.217-8 Pricing

This contract includes FAR Clause 52.217-8 Option to Extend Services, which may be exercised by the Government at any time during the life of this contract. Should the Government elect to exercise this option, the prices established in the period effective prior to the 52.217-8 period will be utilized during the 52.217-8 extension period(s).

Section C – Description/Specifications/Statement of Work

1. Background

The U.S. Department of the Treasury's mission is to maintain a strong economy and create economic and job opportunities by promoting the conditions that enable economic growth and stability at home and abroad, strengthen national security by combating threats and protecting the integrity of the financial system, and manage the U.S. Government's finances and resources effectively. In March 2020, the world was hit by the COVID-19 pandemic. The economic impact of the pandemic was particularly dire for the aviation industry.

In response, Congress passed several laws establishing programs to provide support to air carriers and certain other types of businesses. These laws include the Coronavirus Aid, Relief, and Economic Security Act (CARES) Act, signed into law on March 27, 2020; the Consolidated Appropriations Act, 2021 (CAA), signed into law on December 27, 2020; and the American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021. As relevant here, Treasury established a program for making loans to aviation businesses and national security businesses under the CARES Act, and disbursed three rounds of financial assistance to aviation businesses under the Payroll Support Program created under the CARES Act, CAA, and ARPA (together, the Programs). As part of the Programs, certain companies issued debt or equity instruments to Treasury.

Treasury's Office of the General Counsel (OGC) is responsible for providing Treasury officials and employees with legal advice and assistance related to the Programs.

2. Scope

The contractor will provide legal services to Treasury in connection with the Programs, to include expert advice on issues related the terms of the Payroll Support Program agreements, loan agreements, and warrant agreements, as well as all legal issues related to the management and disposition of the equity and debt instruments held by Treasury.

Accordingly, the contractor must have experience in advising on complex equity and debt financial transactions. Relatedly, the contractor must have expertise advising on and managing legal issues in connection with securities law, mergers and acquisitions of public and private companies, secured and unsecured lending, asset management, employment law and executive compensation, dispositions of equity and debt instruments in public and private markets, debt and equity restructurings, bankruptcy law and proceedings, creditors' rights in bankruptcy, and debt collection. The contractor must also have experience serving as counsel to federal agencies and the resources and expertise to provide the required advice and work product immediately upon engagement.

3. Specific Tasks

- a. Equity and debt disposition support

The contractor will provide legal advice regarding Treasury's dispositions, through public or private transactions, of publicly traded and non-publicly traded common stock, warrants, and debt instruments, and negotiate, draft, review, and manage the execution of documentation related to such dispositions.

b. Asset management support

The contractor will provide legal advice regarding management of the financial instruments held by Treasury under the Programs, to include matters related to debt and equity restructurings, mergers or acquisitions involving public or private companies, bankruptcy, and debt collection. In addition, the contractor will negotiate, draft, review, and manage the execution of a range of documentation related to the Payroll Support Program agreements, loan agreements, security and pledge agreements, and debt and equity instruments, including, for example, notices required to be delivered to recipients under the Programs, instruction letters addressed to Treasury's administrative and collateral agent, waiver and modification agreements to the loan agreements, and amendments to the loan agreements.

c. Compliance support

The contractor will provide legal advice regarding recipient compliance with requirements under the Programs, including the terms of the loan agreements and warrant agreements and requirements related to employment and executive compensation.

d. Oversight support

The contractor may provide legal advice regarding oversight requests related to the Programs and assist in providing written and oral responses to such oversight requests.

e. Other legal services

The contractor will provide other legal services as needed related to the Programs, which may include advice related to federal or state securities laws, and secured and unsecured lending.

Section D – Packaging and Marking

1. Electronic Deliverables

Electronic deliverables shall be submitted in one of the following formats, as appropriate: .pdf, .doc/.docx, or .xls/.xlsx. Other formats may be accepted by the Contracting Officer's Representative as needed.

All deliverables become the property of the Department of the Treasury. Documents shall not contain markings or legends which restrict the Department's use in any way.

Section E – Inspection and Acceptance

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 of a clause may be accessed electronically at this/these address(es):

FAR: www.acquisition.gov
 DTAR: www.acquisition.gov/dtar

(End of clause)

The following clauses are incorporated by reference:

NUMBER	TITLE	DATE
52.246-6	Inspection-Time-and-Material and Labor-Hour	May 2001

2. Inspection and Acceptance

Inspection and acceptance of all work performed under this contract shall be by the Contracting Officer, Contracting Officer's Representative, or another representative authorized by the Contracting Officer.

All deliverables and reports will be reviewed by Treasury to ensure contractor accuracy, completeness, professional quality, and overall compliance with contract requirements. Deliverables will be in the form of written reports, program-related documents, options papers, face-to-face presentations, oral recommendations, and implementation of approved recommendations, as directed by Treasury.

3. IR1052.242-9000 Post Award Evaluation of Contractor Performance (JUN 2020)

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The Assessing Official (e.g., Contracting Officer) will prepare a final performance evaluation at the time the work on the contract is completed. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

The past performance evaluation process is a paperless process using the Contractor Performance Assessment Reporting System (CPARS). CPARS is a web-based system that allows for electronic processing of the performance evaluation report. The completed evaluation was previously available in the Past Performance Information Retrieval System (PPIRS), but since the General Services Administration officially retired PPIRS and merged it with CPARS, it created "a single system" that "provides

one location and one account to perform functions such as creating and editing performance and integrity records, changes to administering users, running reports, generating performance records, and viewing/managing performance records.

Once the Contractor is registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/>. The CPARS User Manual, registration for Online Training for Contractors, and a practice application may be found at this site as well.

Interim and final evaluations will be provided to the Contractor for their review and comment as soon as practicable after completion of the evaluation. Evaluations of contractor past performance will be posted to the relevant past performance database no more than 14 days after the information is provided to the contractor. On day 15, whether the contractor has responded or not, the evaluation automatically posts to PPIRS. If the Contractor elects not to provide comments, they should acknowledge receipt of the evaluation by indicating "No comment" and then sign and date the form. If the Contractor does not sign and submit the form within 14 days, it will automatically be returned to the Government.

Contractors who disagree with a government evaluation can request to meet with the Contracting Officer to discuss their scores and provide feedback or justification for their performance. No requirement exists for the government to meet with the contractor; however, if a contractor requests a meeting, the government may accept the request.

Any such meeting does not alter the requirement that an evaluation be posted to PPIRS within 14 days.

Several avenues still exist for the contractor to influence the review. First, the contractor may submit a comment after the 14-day period expires and the review has been posted to PPIRS. The contractor's late comments must be posted to PPIRS; however, the government's original report will still be available to all source selection officials.

Although authorized, an agency is not required to modify its evaluation based upon a contractor's comments. Second, the contractor may appeal its review one level above the Contracting Officer to the Reviewing Official. Again, the appeal does not stop the 14- day reporting period and the original evaluation will be posted on PPIRS.

The following guidelines apply concerning the Contractor's use of the past performance evaluation:

- Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason the Contractor is unable to view and/or submit the form through CPARS, contact the Contracting Officer for further instructions.

- Strictly control access to the evaluation within the Contractor's organization. Ensure the evaluation is never released to persons or entities outside of the Contractor's control.
- Prohibit the use of or reference to evaluation data for advertising, promotional material, pre- award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- A copy of the completed past performance evaluation will be available in CPARS for the Contractor's review and for Government use supporting source selection actions after it has been finalized.

(End of clause)

Section F – Deliveries or Performance

1. Monthly status report

The contractor shall submit a monthly status report that include a financial status to identify the total amount obligated for the current contract period, the amount invoiced to date, and the expected burn and balance, by month, for the remainder of the contract year. The status report shall match amounts included on the invoice for the same month of the report. The report shall be submitted to the COR and Treasury project lead.

2. Turnaround time for specific tasks

The following due dates are automatically applied to each request for advice, draft, review, or revisions, unless another due date is agreed upon in writing between the contractor and Treasury. If the due date lands on a weekend or federal holiday, the due date is the next business day.

Task 1 – Equity and debt disposition support	Respond to verbal requests for advice within one business day. Respond to written requests for advice within three business days.
Task 2 – Asset management support	Due dates for drafts, reviews, or revisions will vary depending on the scope and complexity of the assignment but must be completed within two weeks of the request, unless otherwise agreed to in writing. Respond to verbal requests for advice within one business day. Respond to written requests for advice within three business days.
Task 3 – Compliance support	Within five business days of the request.
Task 4 - Oversight support	The due date for each query will be based on the deadline imposed by the oversight body. A typical response time is five calendar days.
Monthly status report	By the 27 th of each month, with respect to the preceding month.

3. Place of Performance

Work will be performed at the contractor’s facility. Travel is not anticipated.

4. Period of Performance

a. Contract period

Base Period: 08/21/2023 – 08/20/2024

b. Hours

The contractor must be available on business days during the business hours of 9 a.m. to 5 p.m. ET unless specified otherwise by the CO or COR.

Circumstances may require the contractor to provide services outside normal duty hours. Business days are Monday – Friday and do not include the Federal holidays listed at <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>.

Section G – Contract Administration Data

1. Contracting Officer (CO)

- (a) The CO is Mark Green, mark.green2@irs.gov.
- (b) In accordance with FAR 1.602, the CO has the authority to enter into, administer, or terminate contracts.
- (c) The CO is responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships.
- (d) Only a warranted Contracting Officer is authorized to change the specifications, price, terms, or conditions of this contract. No payments will be made for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a warranted Contracting Officer.
- (e) Requests for changes to the contract must be emailed to the CO.

2. DTAR 1052.201-70 Contracting Officer's Representative (COR) Appointment and Authority (Apr 2015)

- (a) The COR is: Gregory W. Jewell, Greg.jewell@treasury.gov
- (b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
 - (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
 - (6) Directs, supervises or otherwise controls the actions of the Contractor's employees.

- (d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
- (e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(End of clause)

3. DTAR 1052.232-7003 Electronic Submission Of Payment Requests (Apr 2015)

(a) *Definitions.* As used in this clause—

- (1) *"Payment request"* means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

4. Invoicing

A Notice to Proceed was issued on 16 Aug 2023, invoices from that date forward will be reviewed and approved accordingly.

Invoicing for the Partner LCAT shall reflect the rate of the appropriate individual as applicable in accordance with the rates listed in Section B above.

Section H – Special Contract Requirements

1. DTAR 1052.210-70 Contractor Publicity (Apr 2015)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered as part of the evaluation of past performance.

(End of clause)

2. IR1052.209-9001 Organizational Conflicts of Interest (May 2018)

(a) Purpose: The purpose of this clause is (1) to ensure that the contractor is not biased because of conflicting roles in financial, contractual, organizational, or other interests which relate to the work to be performed under this contract, and (2) to ensure the contractor does not obtain any unfair competitive advantage over other parties as a result of its work under this contract.

(b) Scope: The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as the “contractor”) in any activities related to this contract.

The term contractor includes the prime contractor, subcontractors, mentors, joint ventures, consultants, or any others acting in a similar capacity.

(c) Reporting: The contractor shall immediately report to the CO any conflicts or potential conflicts that arise during the performance of work under this contract, including those that may surface at the subcontract level. Once reported, the CO may terminate the contract for convenience if such an action is in the best interest of the Government. However, should there be any misrepresentation of facts in reporting an OCI or a potential OCI, at the prime or subcontract level, or a complete failure to report such, the CO may impose the remedies provided in subparagraph (f) of this clause.

(d) Restrictions:

(1) The Contractor may not utilize or disclose any material obtained in the course of this contract while representing other clients without written permission from the COR and CO.

(2) No Contractor employee who supported this contract may advise other clients or fellow contractor employees in connection with the terms and conditions, compliance requirements and other aspects of applying for and securing financing from any program covered by this contract without written permission from the COR and CO.

- (e) Subcontracts: The contractor shall include a clause, substantially similar to this clause, including this paragraph, in all subcontracts (including purchase/delivery orders), teaming arrangements, and/or other agreements calling for the performance of work related to this contract unless exempted in writing by the CO.
- (f) Remedies: For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict at the time of or after award, the IRS may terminate the contract for default, disqualify the contractor from subsequent related efforts, and pursue such other administrative remedies as may be permitted by law or other terms and conditions of this contract.

(End of clause)

3. Government Furnished Property and Information

Treasury will provide the contractor with relevant information regarding the Programs and recipients under the Programs, including recipients that issued equity or debt instruments to Treasury.

4. Disclosure of information

Treasury may publicly publish transaction documentation before or after consummation of the transactions. The contractor is not authorized to disclose to any source, other than those authorized by Treasury, any confidential information gained in the course of this engagement. Treasury and the contractor will agree to terms relating to conflicts of interest.

5. Limited use of data

The government has unlimited rights to all documents/material produced under this contract. All documents and materials produced under this contract will be government owned and the property of the government. These documents and materials may not be used or sold by the contractor without written permission from the CO. This right does not abrogate any other government rights.

6. Change management

Any changes to the scope of contractor's work must be approved in writing in advance by Treasury.

7. Contract phase-out

Upon the expiration or termination of the contract for any reason, the contractor will assist in transferring responsibility for providing the support services to Treasury or to a

third-party service provider. This clause and the contractor's phase-out responsibilities shall survive the termination or expiration of the contract.

Section I – Contract Clauses

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 of a clause may be accessed electronically at this/these address(es):

FAR: www.acquisition.gov
 DTAR: www.acquisition.gov/dtar

(End of clause)

The following FAR clauses are incorporated by reference:

NUMBER	TITLE	DATE
52.202-1	Definitions	Jun 2020
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-7	Anti-Kickback Procedures	Jun 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-13	Contractor Code of Business Ethics and Conduct	Nov 2021
52.203-14	Display of Hotline Poster(s)	Nov 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	Jun 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Jun 2020
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-14	Service Contract Reporting Requirements	Oct 2016
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Nov 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Nov 2021

52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Nov 2021
52.204-27	Prohibition on a ByteDance Covered Application	Jun 2023
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Nov 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Oct 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
52.210-1	Market Research	Nov 2021
52.215-2	Audit and Records – Negotiation	Jun 2020
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications, Alternate IV	Nov 2021 Oct 2010
52.216-30	Time-and-Materials/Labor-Hours	Nov 2021
52.219-8	Utilization of Small Business Concerns	Oct 2022
52.219-28	Post-Award Small Business Program Representation	Mar 2023
52.222-3	Convict Labor	June 2003
52.222-21	Prohibition of Segregated Facilities	Apr 2015
52.222-26	Equal Opportunity	Sep 2016
52.222-37	Employment Reports on Veterans	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-41	Service Contract Labor Standards	Aug 2018
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts)	Aug 2018
52.222-50	Combating Trafficking in Persons	Nov 2021
52.222-54	Employment Eligibility Verification	May 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	Jan 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan 2022
52.223-6	Drug-Free Workplace	May 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging while Driving	Jun 2020
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021
52.227-14	Rights in Data-General.	May 2014
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts.	Nov 2021
52.232-17	Interest	May 2014
52.232-23	Assignment of Claims.	May 2014
52.232-25	Prompt Payment.	Jan 2107

52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Nov 2021
52.233-1	Disputes	May 2014
52.233-3	Protest after Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004
52.232-13	Bankruptcy.	Jul 1995
52.242-3	Penalties for Unallowable Costs	Dec 2022
52.243-3	Changes-Time-and-Materials or Labor-Hours.	Sep 2000
52.244-2	Subcontracts.	Jun 2020
52.244-6	Subcontracts for Commercial Products and Commercial Services.	Dec 2022
52.246-25	Limitation of Liability-Services.	Feb 1997
52.249-6	Termination (Cost-Reimbursement) With Alternate IV	May 2004 Sep 1996
52.249-14	Excusable Delays	Apr 1984

2. FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and

procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

3. FAR 52.217-8 Option to Extend Services (Nov 1999)

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

(End of clause)

4. 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 the contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 five (5) years.

(End of clause)

5. FAR 52.222-35 Equal Opportunity for Veterans (Jun 2020)

- (a) *Definitions.* As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

6. FAR 52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

7. FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
30360 Paralegal/Legal Assistant	\$ 15.50

(End of clause)

8. DTAR 1052.222-70 Minority and Women Inclusion (Jan 2016)

- (a) Contractor confirms its commitment to equal opportunity in employment and contracting. To implement this commitment, the Contractor shall ensure, to the maximum extent possible consistent with applicable law, the fair inclusion of minorities and women in its workforce. The Contractor shall insert the substance of this clause in all subcontracts awarded under this contract whose dollar value exceeds \$150,000. Within ten business days of a written request from the Contracting Officer, or such longer time as the Contracting Officer determines, and without any additional consideration required from the Agency, the Contractor shall provide documentation, satisfactory to the Agency, of the actions it (and as applicable, its subcontractors) has undertaken to demonstrate its good faith effort to comply with the aforementioned provisions. For purposes of this contract, “good faith effort” may include actions by the Contractor intended to identify and, if present, remove barriers to minority and women employment or expansion of employment opportunities for minorities and women within its workforce. Efforts to remove such barriers may include, but are not limited to, recruiting minorities and women, providing job-related training, or other activity that could lead to those results.
- (b) The documentation requested by the Contracting Officer to demonstrate “good faith effort” may include, but is not limited to, one or more of the following—
- (1) The total number of Contractor's employees, and the number of minority and women employees, by race, ethnicity, and gender (*e.g.*, an EEO-1);
 - (2) A list of subcontract awards under the contract that includes: Dollar amount, date of award, and subcontractor's race, ethnicity, and/or gender ownership status;
 - (3) Information similar to that required in paragraph (b)(1) of this clause, with respect to each subcontractor; and/or
 - (4) The Contractor's plan to ensure that minorities and women have appropriate opportunities to enter and advance within its workforce, including outreach efforts.
- (c) Consistent with Section 342(c)(3) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203) (Dodd-Frank Act), a failure to demonstrate to the Director of the Agency's Office of Minority and Women Inclusion such good faith efforts to include minorities and women in the Contractor's workforce (and as applicable, the workforce of its subcontractors), may result in termination of the contract for default, other contractual remedies, or referral to the Office of Federal Contract Compliance Programs (OFCCP). Compliance with this clause does not, however, necessarily satisfy the requirements of Executive Order 11246, as amended, nor does it preclude OFCCP compliance evaluations and/or enforcement actions undertaken pursuant to that Executive Order.
- (d) For purposes of this clause, the terms “minority,” “minority-owned business,” and “women-owned business” shall have the meanings set forth in Section 342(g) of the Dodd-Frank Act.

(End of clause)

9. DTAP 1052.232-39 Unenforceability of Unauthorized Obligations (January 2016)

(a) *Definition.* As used in this clause-

"Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of commercial item set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements (CSA) are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies-

- (1) Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation;
- (2) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) Except as stated in paragraph (c) of this clause, when any supply or service acquired under this contract is subject to any CSA, that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (1) Any such language, provision, or clause is unenforceable against the Government.
- (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the CSA. If the CSA is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (3) Any such language, provision, or clause is deemed to be stricken from the CSA.

(c) Paragraph (b) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

10. 1052.232-70 Commercial Supplier Agreements-Unenforceable Clauses (January 2016)

(a) *Definition.* As used in this clause-

"Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of commercial item set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements (CSA) are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies-

- (1) Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation;
 - (2) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.
- (b) When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:
- (1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the Government, the following shall apply:
 - (i) *Applicability.* This agreement is part of a contract between the commercial supplier and the Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR 12).
 - (ii) *End user.* This agreement shall bind the Government as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in their personal capacity.
 - (iii) *Law and disputes.* This agreement is governed by Federal law.
 - (A) Any language purporting to subject the Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.
 - (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.
 - (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
 - (iv) *Continued performance.* If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract

Disputes Act or other applicable Federal statute continuing performance as set forth in the clause at FAR 52.233-1, Disputes.

- (v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).
- (vi) Additional terms.
 - (A) This agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc.). Such terms shall be enforceable only to the extent that:
 - (1) When included by reference using electronic means, the terms are readily available at referenced locations; and
 - (2) Terms do not materially change government obligations; and
 - (3) Terms do not increase government prices; and
 - (4) Terms do not decrease overall level of service; and
 - (5) Terms do not limit any other Government right addressed elsewhere in this contract.
 - (B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the Government.
- (vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.
- (viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.
- (ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:
 - (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.
 - (B) This charge, if disputed by the Government, will be resolved through the clause at FAR 52.233-1, Disputes; no payment obligation shall arise on part of the Government until the conclusion of the dispute process.

- (C) Any audit requested by the commercial supplier or licensor will be performed at the commercial supplier's or licensor's expense, without reimbursement by the Government.
- (x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying contract and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the underlying contract.
- (xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at FAR 52.232-23, Assignment of Claims.
- (xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the price list shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information shall continue to be subject to the confidentiality obligations of this agreement.
- (2) If any provision of this agreement conflicts or is inconsistent with the preceding subparagraph (b)(1) of this clause, the provisions of subparagraph (b)(1) of this clause shall prevail to the extent of such inconsistency.

(End of clause)

Section J – List of Attachments

Attachment 1 - Quality Assurance Surveillance Plan (QASP)

Attachment 2 – Price Table

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Legal Support for Air Carrier and National Security Loan Programs and Payroll Support Program

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QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1 INTRODUCTION

This quality assurance surveillance plan (QASP) is pursuant to the requirements listed in the performance work statement (PWS) entitled Legal Support for Air Carrier and National Security Loan Programs and Payroll Support Program. This plan sets forth the procedures and guidelines the Department of the Treasury will use in ensuring the required performance standards or services levels are achieved by the contractor.

1.1 Purpose

1.1.1 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/quality levels identified in the PWS and the contractor's quality control plan (QCP), and to ensure that the government pays only for the level of services received.

1.1.2 This QASP defines the roles and responsibilities of all members of the integrated project team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

1.2 Performance Management Approach

1.2.1 The PWS structures the acquisition around "what" service or quality level is required, as opposed to "how" the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken by the Office of Recovery Programs (ORP) and the Department of the Treasury Office of General Council (OGC) to monitor and manage the contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

1.2.2 Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A "results" focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

1.3 Performance Management Strategy

1.3.1 The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor's own quality control (QC) program. QC is work output, not workers, and therefore includes all work performed under this contract regardless of whether the work is performed by contractor employees or by subcontractors. The contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance

requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report its performance to the designated government representative. The contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. This QASP enables the government to take advantage of the contractor's QC program.

1.3.2 The government representative(s) will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The government will make determination regarding incentives based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2 ROLES AND RESPONSIBILITIES

2.1 Contracting Officer

The contracting officer (CO) is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the contracting officer's representative (COR) and the contractor. The CO will designate one full-time COR as the government authority for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the contractor's performance, and must be identified and designated by the CO.

2.2 Contracting Officer's Representative

The contracting officer's representative (COR) is designated in writing by the CO to act as his or her authorized representative to assist in administering a contract. COR limitations are contained in the written appointment letter. The CO is responsible for technical administration of the project and ensures proper government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action. The COR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

3 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

The required performance standards and/or quality levels are included in the PWS . ~~If the contractor meets the required service or performance level, it will be paid the monthly amount agreed on in the contract. If the contractor exceeds the service or performance level, it is eligible to receive an incentive or award fee as stated in the contract. Failure to meet the required service or performance level will result in a deduction from the monthly amount.~~

4 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 Surveillance Techniques

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the government to evaluate contractor performance when appropriate. The primary methods of surveillance are (include those that apply)

- Random monitoring, which shall be performed by the COR designated inspector and official government project representative.

- Periodic Inspection – COTR/COR typically performs the periodic inspection on a monthly basis.

4.2 Communications

The contractor is expected to establish and maintain professional communication between contractor representatives, OGC representatives and the COR. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer discussions.

Complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, and must be forwarded to the COR. The COR will accept those complaints and investigate using email.

4.3 Acceptable Quality Levels

The acceptable quality levels (AQLs) included in Attachment 1, Performance Requirements Summary Table, for contractor performance are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls. For certain critical activities, the desired performance level is established at 100 percent. Other levels of performance are keyed to the relative importance of the task to the overall mission performance at the Department of the Treasury.

5 QUALITY ASSURANCE DOCUMENTATION

5.1 Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the PWS and are assessed using the performance monitoring techniques shown in Attachment 1.

5.2 Monitoring Forms

The government's QA surveillance, accomplished by the COR, will be reported using the monitoring forms in Attachments 2 or through email. The form or email, when completed, will document the government's assessment of the contractor's performance under the contract to ensure that the required results are being achieved.

- 5.2.1 The COR will retain a copy of all completed QA surveillance forms and emails.

6 ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

6.1 Determining Performance

6.1.1 Government shall use the monitoring methods cited to determine whether the performance standards/service levels/AQLs have been met. If the contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

6.2 Reviews and Resolution

6.2.1 The COR may require the contractor's project manager, or a designated alternate, to meet with the COR and other government IPT personnel as deemed necessary to discuss performance evaluation. The COR will define a frequency of in-depth reviews with the contractor, including appropriate self-assessments by the contractor; however, if the need arises, the contractor will meet with the COR as often as required or per the contractor's request. The agenda of the reviews may include:

- Monthly performance assessment data and trend analysis
- Issues and concerns of both parties
- Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis
- Recommendations for improved efficiency and/or effectiveness

6.2.2 The QAR must coordinate and communicate with the contractor to resolve issues and concerns regarding marginal or unacceptable performance.

6.2.3 The COR and contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO/ACO.

ATTACHMENT 1: PERFORMANCE REQUIREMENTS SUMMARY

Required Service (PWS Tasks)	Performance Standard	Acceptable Quality Level	Method(s) of Surveillance	Incentive (Positive and/or Negative)
<p>Task 1 – Equity and debt disposition support</p>	<p>The contractor shall provide professional quality advice and documentation as specified in the PWS.</p> <p>Respond to verbal requests for advice within one (1) business day.</p> <p>Respond to written requests for advice within three (3) business days.</p>	<p>99% Accuracy</p>	<p>Inspection - All deliverables and reports will be reviewed by Treasury to ensure contractor accuracy, completeness, professional quality, and overall compliance with contract requirements.</p>	<p>Potential termination of contract for multiple deficiencies.</p> <p>The Government will consider errors; misleading statements; and incomplete information as deficiencies.</p>
<p>Task 2 – Asset management support</p>	<p>The contractor shall provide professional quality advice and documentation as specified in the PWS.</p> <p>Due dates for drafts, reviews, or revisions will vary depending on the scope and complexity of the assignment but must be completed within two (2) weeks of the request, unless otherwise agreed to.</p> <p>Respond to verbal requests for advice within one (1) business day.</p>	<p>99% Accuracy</p>	<p>Inspection - All deliverables and reports will be reviewed by Treasury to ensure contractor accuracy, completeness, professional quality, and overall compliance with contract requirements.</p>	<p>Potential termination of contract for multiple deficiencies.</p> <p>The Government will consider errors; misleading statements; and incomplete information as deficiencies.</p>

	Respond to written requests for advice within three (3) business days.			
Task 3 – Compliance support	The contractor shall provide professional quality advice and documentation as specified in the PWS within five (5) business days of the request.	99% Accuracy	Inspection - All deliverables and reports will be reviewed by Treasury to ensure contractor accuracy, completeness, professional quality, and overall compliance with contract requirements.	Potential termination of contract for multiple deficiencies. The Government will consider errors; misleading statements; and incomplete information as deficiencies.
Task 4 - Oversight support	The contractor shall provide professional quality advice and documentation as specified in the PWS. The due date for each query will be based on the deadline imposed by the oversight body. A typical response time is five calendar days.	99% Accuracy	Inspection - All deliverables and reports will be reviewed by Treasury to ensure contractor accuracy, completeness, professional quality, and overall compliance with contract requirements.	Potential termination of contract for multiple deficiencies. The Government will consider errors; misleading statements; and incomplete information as deficiencies.
Monthly status report	The contractor shall provide complete and accurate documentation as specified in the PWS by the 27 th of each month, with respect to the preceding month.	99% Accuracy	Inspection - All deliverables and reports will be reviewed by Treasury to ensure contractor accuracy, completeness, professional quality, and overall compliance with contract requirements.	Potential termination of contract for multiple deficiencies. The Government will consider errors; misleading statements; and incomplete information as deficiencies.

Labor Category	Base Period - CLIN 0001			Base Period - CLIN 0002 (Optional Ancillary Support)			Optional 6 month extension		
	Rate	Est. Hours	Total	Rate	Est. Hours	Total	Rate	Est. Hours	Total
Partner	\$ 1,530.00	823	\$ 1,259,190.00	\$ 1,530.00	735	\$ 1,124,550.00	\$1,530.00	579	\$ 886,185.93
Counsel	\$ 1,206.00	522	\$ 629,532.00	\$ 1,206.00	700	\$ 844,200.00	\$1,206.00	290	\$ 349,261.51
Associates	\$ 913.50	689	\$ 629,401.50	\$ 913.50	835	\$ 762,772.50	\$ 913.50	290	\$ 264,552.56
Paralegals	\$ 445.00	0	\$ -	\$ 445.00	0	\$ -	\$ 445.00	0	\$ -
Est. Period Total		2034	\$ 2,518,123.50			\$ 2,731,522.50		1158	\$1,500,000.00
Period Ceiling			\$ 2,518,400.00			\$ 2,731,600.00			\$1,500,000.00
Total Ceiling						\$ 5,250,000.00			