

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 20
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 20PR-TDP-0637	5. PROJECT NO. (If applicable)
6. ISSUED BY IRS non-IT (OTPS) Internal Revenue Service Procurement OS:OCPO:BSA:HQ, Stop C7-430 5000 Ellin Road Lanham MD 20706	CODE 1-IRS NON-IT (OTPS)	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CLEARY GOTTLIEB STEEN & HAMILTON LLP Attn: Steven Wilner ONE LIBERTY PLAZA NEW YORK NY 10006-1470		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 0 7 1013270		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 2032H320C00005
			10B. DATED (SEE ITEM 13) 03/25/2020

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,100,000.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.216-25 Contract Definitization

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

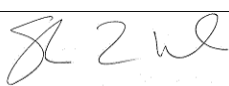
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification hereby:

- Definitizes Letter Contract 2032H320C00005 with the terms provided in subsequent pages.
- Increases the contract value from \$650,000.00 by \$10,400,000.00 for a new total value of \$11,050,000.00.
- Incrementally funds the value increase in the amount of \$1,100,000.00. As a result of this modification, the obligation increases from \$650,000.00 by \$1,100,000.00 for a new total obligation of \$1,750,000.00.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) STEVEN L. WILNER, A PARTNER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEVEN C. GORDON
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED Sept. 23, 2020
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
2032H320C00005/P00001

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NAME OF OFFEROR OR CONTRACTOR
CLEARY GOTTLIEB STEEN & HAMILTON LLP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Payment: ARC/ASD/IPP Submit invoices via the Invoice Processing Platform at www.ipp.gov Inquiries call 304-480-8000 #7 Accounting Info: TDO1894DBXXXXDR-2020-61000001-251001-TDOD102040000 -XXXXXXXXXX-XXXXXXXXXXXX-TDO0114-XXXXXXXXXX-XXXX-XX XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Add Item 0002 as follows: Legal Advisory Services 4112 funds (Air Carriers Worker Support) Obligated Amount: \$1,100,000.00				1,100,000.00

SECTION B – CONTRACT ADMINISTRATION

B.1 Contract Administration Data

All contract administration matters will be handled by the following individuals:

- a. CONTRACTOR: **Point of Contact (POC):**
STEVEN L. WILNER
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Phone: (212) 225 2672
Email: swilner@cgsh.com
- b. GOVERNMENT: **Contracting Officer (CO):**
STEVEN C. GORDON
Department of the Treasury
IRS, Procurement
5000 Ellin Road
Lanham, MD 20706
Phone: (240) 613-9766
Email Address: Steven.C.Gordon@irs.gov

B.2 Type of Contract

- (a) This is a FIRM-FIXED-PRICE, LEVEL-OF-EFFORT (FFPLOE) and TIME-AND-MATERIALS (T&M) type contract. The total ceiling of this contract is \$11,050,000.00.
- (b) The fixed price for Statement of Work (SOW) items 1 and 2 is \$1,850,000.00. Contractor shall furnish all labor, equipment, materials, and any non-local travel to perform the effort required in accordance with all terms and conditions, provisions and the Statement of Objectives and Schedule. The minimum hours of service will be 1700 attorney hours broken down as follows:
- (i) In connection with SOW item 1, for the period of 03/25/2020 – 05/05/2020, the Contractor shall provide a minimum level of effort of 600 attorney hours for \$650,000.00.
- (ii) In connection with SOW item 2, for the period of 05/06/2020 – 07/15/2020, the Contractor shall provide a minimum level of effort of 1,100 attorney hours for \$1,200,000.00.
- (c) In connection with SOW item 3, and in addition to B.2(b)(ii) above, for the period 05/11/2020 – 06/22/2020, the Contractor shall be paid on a T&M basis not-to-exceed \$200,000.00. For the avoidance of doubt, Contractor has not agreed to a fixed fee for this work at the \$200,000.00 not-to-exceed amount. Contractor shall notify the Government when Contractor is approaching the \$200,000.00 limit. Contractor shall not be required

to perform any work in connection with SOW item 3 beyond the \$200,000.00 limit, and is not obligated to complete any work in progress in connection with SOW item 3 beyond this amount unless and until this contract is amended to provide for payment of amounts in excess of \$200,000.00.

- (d) In connection with SOW item 4, for the period 06/22/2020 – 10/31/2020, the Contractor shall be paid on a T&M basis at the rates specified in B.4(c) not to exceed \$8,500,000.00 in total. For the avoidance of doubt, Contractor has not agreed to a fixed fee for this work and shall notify the Government when Contractor is approaching 25%, 50%, 75%, and 100% of the \$8,500,000.00 limit. Contractor shall not be required to perform any work in connection with SOW item 4 beyond this limit, and is not obligated to complete any work in progress in connection with SOW item 4 beyond this amount unless and until this contract is amended to provide for payment in excess of \$8,500,000.00.
- (e) In connection with SOW item 5, for the period 5/6/2020 to 3/24/2021, the Contractor shall be paid on a T&M basis not-to-exceed \$500,000.00. The Contractor shall not be entitled to payment for work under SOW item 5 until it has billed \$100,000 to SOW item 2(a) at the agreed-upon rate and has met the minimum level of effort in (b)(ii) above. Contractor may count any work under SOW item 2 towards the minimum level of effort in (b)(ii) above. Subject to the \$500,000.00 not-to-exceed amount, and for the avoidance of doubt, Contractor shall be entitled to payment for all amounts for work relating to SOW item 5 that are not included in the \$100,000 of work billed to SOW item 2(a) or counted towards the minimum level of effort in (b)(ii) above. Contractor has not agreed to a fixed fee for this work at the \$500,000.00 not-to-exceed amount and Contractor shall not be required to perform any work in connection with SOW item 5 beyond the \$500,000 limit, and is not obligated to complete any work in progress in connection with SOW item 5 beyond these amounts unless and until this contract is amended to provide for payment in excess of \$500,000.00 for such work. Contractor shall notify the Government when Contractor is approaching the \$500,000.00 limit. The rates listed in B.4(c) shall apply to this work.
- (f) The contractor shall invoice electronically via the Invoice Processing Platform (IPP). Visit www.IPP.gov for assistance.

B.3 PERIOD OF PERFORMANCE

Base Period: March 25, 2020 through March 24, 2021.

B.4 PRICE/COSTS SCHEDULE

CLIN	DESCRIPTION	QTY	UNIT	TOTAL PRICE
0001	Legal Advisory Services	1	LOT	\$650,000.00
0002	Legal Advisory Services	1	NTE	\$1,100,000.00
0003	Legal Advisory Services (subject to availability of funds)	1	NTE	\$9,300,000.00

Total: \$11,050,000.00 NTE

- (a) The total amount obligated to this contract is \$1,750,000.00. This contract is incrementally funded. Additional funds will be obligated through future unilateral action(s).
- (b) The total value of this contract is \$11,050,000.00
- (c) The following rates shall apply to time-and-materials tasks:

LABOR CATEGORY	HOURLY RATE
Partner, Counsel, Senior Attorney	\$ 950.00
Associate	\$ 750.00
Paralegal	\$ 250.00
<i>Subcontractor Davis Polk & Wardwell LLP</i>	
Partner	NTE \$ 995.00
Associate	NTE \$ 800.00
Paralegal/Legal Assistant	NTE \$ 465.00

B.5 LIMITATION OF COST

Nothing in this Contract shall obligate the Contractor to take any action which would cause the amount for which the Government would be obligated hereunder to exceed \$11,050,000.00 for this Contract and the Government shall not be obligated to pay the Contractor on account of any work performed hereunder any amount in excess of such sum.

B.6 CORE TEAM

The following Contractor personnel are designated as the Team Leaders with full authority to act for the Contractor in the performance of the required services.

Steven L. Wilner, Partner
Margaret S. Peponis, Partner

Additionally, the Contractor may provide attorney and paralegal personnel necessary in the Contractor's discretion to support the performance of the required services. In the event that one or more Contractor personnel are not available, or become unavailable, the Contractor shall furnish substitute personnel of equal or superior relevant skills.

SECTION C - CONTRACT CLAUSES

C.1 FAR 52.252-2 – Clauses Incorporated by Reference (Feb 1998)

This solicitation and any resultant contract incorporate the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at this Internet address: <https://www.acquisition.gov/content/regulations>

(End of clause)

The following clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Number	Title	Date
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2019
52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS plus Alternate I (JAN 2017)	OCT 2018
52.217-8	OPTION TO EXTEND SERVICES Fill-in: the contract period.	NOV 1999
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.224-3	PRIVACY TRAINING	JAN 2017
52.232-22	LIMITATION OF FUNDS	APR 1984
52.244-2	SUBCONTRACTS (j) fill-in: Contractor is authorized to engage the law firm Davis Polk & Wardwell LLP (“Davis Polk”) as specialty counsel in connection with Section B.2(d) above and SOW item 4 and shall invoice the Treasury for the work of Davis Polk in accordance with B.2(d). Contractor shall direct and interact with Davis Polk as reasonably necessary for Davis Polk to perform its services as subcontractor but shall not be responsible for the services performed or the advice provided by Davis Polk.	JUN 2020

C.2 Contracting Officer (CO)

- (a) The CO is STEVEN C. GORDON, Steven.C.Gordon@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.

C.3 DTAR 1052.201-70 Contracting Officer's Representative (COR) Appointment and Authority (Apr 2015)

- (a) The COR is Thomas Funkhouser, Thomas.Funkhouser@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 workday.

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

(End of clause)

C.4 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)

C.5 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)

C.6 Accessibility of Electronic and Information Technology

IR1052.239-9000 Section 508 Information, Documentation and Support (Dec 2019)

In accordance with 36 CFR, Appendix C to Part 1194, [the information and communication technology \(ICT\)](#) products and product support services documentation furnished in performance of this contract shall be provided at no additional cost. The contractor shall provide information, documentation, and support relative to the supplies and services as described in the statement of work, performance work statement or statement of objectives (select one). The following technical standards and provisions have been determined to be applicable to this contract:

- Chapter 6: Support Documentation and Services**
 - 601 General
 - 601.1
 - 602 Support Documentation
 - 602.1 602.2 602.3 602.4
 - 603 Support Services
 - 603.1 603.2 603.3

(End of clause)

IR1052.239.9002 Section 508 Services (Dec 2019)

All contracts, solicitations, purchase orders, delivery orders and interagency agreements that contain a requirement of services which will result in the delivery of a new or updated [information and communication technology \(ICT\)](#) item/product must conform to the applicable provisions of the appropriate technical standards in 36 CFR, Appendix C to Part 1194, and functional performance criteria in 36 CFR Chapter 3, unless an agency exception to this requirement exists at [E202 General Exceptions](#).

The following technical standards and provisions have been determined to be applicable to this contract:

- Chapter 7: Referenced Standards**
 - 701 General
 - 701.1
 - 702 Incorporation by Reference
 - 702.1 702.2 702.3 702.4 702.5 702.6 702.7 702.8 702.9 702.10

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the ICT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria (36 CFR Chapter 3) apply to this contract.

Chapter 3: Functional Performance Criteria

301 General

301.1

302 Functional Performance Criteria

302.1 302.2 302.3 302.4 302.5 302.6
302.7 302.8 302.9

(End of clause)

IR1052.239-9003 Section 508 Accessibility of Information and Communication Technology (100% Compliance) (Dec 2019)

Each information and communication technology (ICT) product or service furnished under this contract shall comply with the Information and Communication Technology Accessibility Standards (36 CFR, Appendix C to Part 1194). If the Contracting Officer determines any furnished products or services are not in compliance with the contract, the Contracting Officer will apply the remedies described under FAR 52.246-2, Inspection of Supplies – Fixed Price or FAR 52.246-4, Inspection of Services – Fixed Price.

The following technical standards and provisions have been determined to be applicable to this contract:

Chapter 7: Referenced Standards

701 General

701.1

702 Incorporation by Reference

702.1 702.2 702.3 702.4 702.5 702.6 702.7
702.8 702.9 702.10

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the ICT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria (36 CFR Chapter 3) apply to this contract.

Chapter 3: Functional Performance Criteria

301 General

301.1

302 Functional Performance Criteria

302.1 302.2 302.3 302.4 302.5 302.6
302.7 302.8 302.9

(End of clause)

C.7 FAR 52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items (Jan 2020)

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5)[Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

__ (10)[Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (Jan 2011) of 52.219-4.

__ (13)[Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

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

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

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

__ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4))

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Nov 2016) of 52.219-9.

__ (v) Alternate IV (Aug 2018) of 52.219-9

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2019) (15 U.S.C. 657f).

__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O.11755).

X (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).

__ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

__ (28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).

__ (ii) Alternate I (Feb 1999) of 52.222-26.

Notice: The following terms of the above clause are waived for this contract: subparagraph (c)(2), (c)(3), (c)(4), (c)(5)(ii), (c)(6), (c)(8), and the phrase "on-site compliance evaluations and" in (c)(9).

__ (29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

__ (ii) Alternate I (July 2014) of 52.222-35.

Notice: The following terms of the above clause are waived for this contract: in subparagraph (b), the phrase “and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans”; additionally, in subparagraph (b), the phrase “requirements of the equal opportunity clause at 41 CFR 60-300.5(a)” shall be interpreted to exclude in full paragraphs 2-7, 9-10, and 12 of 41 CFR 60-300.5(a), and the phrase “take affirmative action to employ, advance in employment and otherwise” from paragraph 1 of 41 CFR 60-300.5(a).

__ (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

__ (ii) Alternate I (July 2014) of 52.222-36.

Notice: The following terms of the above clause are waived for this contract: in subparagraph (a), the phrase “and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities”; additionally, in subparagraph (a), the phrase “requirements of the equal opportunity clause at 41 CFR 60-741.5(a)” shall be interpreted to exclude in full paragraphs 4-5 and 7 of 41 CFR 60-741.5(a), and the phrase “take affirmative action to employ and advance in employment individuals with disabilities, and to” from paragraph 1 of 41 CFR 60-741.5(a).

__ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

__ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

__ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and

Air Conditioners (Jun 2016) (E.O. 13693).

__ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

__ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

__ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

__ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).

__ (45)(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (Jan 2017) of 52.224-3.

__ (46) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

__ (47)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

__ (48) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

 (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

 (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

 (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

 (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

 (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

 (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

 (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

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

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

 (iii) Alternate II (Feb 2006) of 52.247-64.

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

 (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

 (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

__ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

__ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).

Notice: The following terms of the above clause are waived for this contract: subparagraph (c)(2), (c)(3), (c)(4), (c)(5)(ii), (c)(6), (c)(8), and the phrase “on-site compliance evaluations and” in (c)(9).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

Notice: The following terms of the above clause are waived for this contract: in subparagraph (b), the phrase “and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans”; additionally, in subparagraph (b), the phrase “requirements of the equal opportunity clause at 41 CFR 60-300.5(a)” shall be interpreted to exclude in full paragraphs 2-7, 9-10, and 12 of 41 CFR 60-300.5(a), and the phrase “take affirmative action to employ, advance in employment and otherwise” from paragraph 1 of 41 CFR 60-300.5(a).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

Notice: The following terms of the above clause are waived for this contract: in subparagraph (a), the phrase “and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities”; additionally, in subparagraph (a), the phrase “requirements of the equal opportunity clause at 41 CFR 60-741.5(a)” shall be interpreted to exclude in full paragraphs 4-5 and 7 of 41 CFR 60-741.5(a), and the phrase “take affirmative action to employ and advance in employment individuals with disabilities, and to” from paragraph 1 of 41 CFR 60-741.5(a).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

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

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiv) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).

(xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

SECTION D – CONTRACT ATTACHMENTS

Attachment No. 1 – Statement of Work

Attachment No. 2 – Conflict Waiver

Statement of Work

1. For the period of March 25, 2020 through May 5, 2020, the Contractor shall provide legal expertise and advice with respect to structuring the loan program and preparing standard forms of documentation for U.S. passenger air carriers under Section 4003(b)(1) of the CARES Act. Documentation may include credit agreements, security agreements, trust agreements, and financial instruments for compensating the Federal Government. In addition, the Contractor shall prepare the Payroll Support Agreement and related documentation for the Payroll Support Program under Section 4112(a)(1), including advising on transaction structuring, taxpayer protection instruments, and compliance requirements, and will conduct post-closing work for that program. Services for the Section 4003(b)(1) and Section 4112(a)(1) programs may also include assistance in responding to comments on draft documentation and preparing reports and responses to oversight bodies, as well as other legal advisory services related to these programs.
2. For the period of May 6, 2020 through July 15, 2020, the Contractor shall:
 - a) provide ongoing and post-closing work on the Payroll Support Program under Section 4112(a)(1).
 - b) create documentation and provide work for non-carrier specific structuring for the passenger air carrier loan program. Documentation shall include generic forms of loan agreement, pledge agreements, legal opinions, officer certificates, and guarantees.
 - c) provide consultation related to specific carriers, up to an aggregate cap of 30 hours. The Contractor will bill any time spent with carriers above the 30-hour cap at the Contractor's rates applicable to Treasury. The Contractor shall notify Treasury when the Contractor is at or approaching the 30-hour cap. It is anticipated that under this contract, Contractor will not participate in negotiations with individual carriers until a near final package of proposed collateral has been accepted by Treasury.

The Contractor is not required to perform work under item 2(a) in excess of \$100,000 in fees incurred at the Contractor's rates applicable to Treasury; however, to the extent that the Contractor and Treasury agree that the Contractor will perform such work in excess of \$100,000 in fees, such excess amount will be counted toward the minimum-hours requirement under this contract. For the avoidance of doubt, the work described in item 2 above does not include the following tasks: individual carrier collateral assessments, structuring and documentary negotiations beyond the aggregate 30 hours set forth under item 2(c) above. Further, the Contractor shall not perform any work under item 2(c) above beyond the aggregate 30 hours described in that item without Treasury's express prior approval.

3. For the period of May 11, 2020 through June 22, 2020, the Contractor shall advise on the proposed structures for a financing using the passenger air carrier loyalty program assets as collateral; in particular, (1) reviewing one substantial loyalty program contract to summarize terms identify material risks, (2) advising on potential ways to mitigate bankruptcy risks of the proposed structures, and (3) drafting a written analysis describing the optimal structuring for taking a security interest in such contract's cash flows; but not reviewing and negotiating specific transaction documentation.

4. For the period of June 22, 2020 through October 31, 2020, the Contractor shall perform company-specific collateral assessments, structuring, negotiations, and drafting of transaction documentation (including credit agreements, pledge agreements, security agreements, account control agreements, legal opinions, officer certificates, and financial instruments for compensating the Federal Government) for up to 10 passenger air carriers for loans under Section 4003(b)(1) of the CARES Act.
5. For the period 5/6/2020 to 3/24/2021, the Contractor shall provide ongoing and post-closing work on the Payroll Support Program under section 4112(a)(1), including work relating to taxpayer protection instruments, that is not invoiced under SOW item 2(a).
6. Services must begin immediately upon selection and contract execution. The parties anticipate that the work will not require significant individual negotiation of definitive agreements with more than a small number of specific counterparties.
7. Treasury's policy goals for the program are to (1) provide stability and prevent further disruption to the financial markets and financial system, (2) ensure the availability of credit and liquidity, and (3) protect the interests of taxpayers. The specific strategies may change over time but will be consistent with these policy goals. To the extent practicable, the program will be managed to limit the potential for losses.
8. The Contractor shall not perform any inherently governmental functions (e.g., approving or making decisions) associated with these requirements. In all activities where the Contractor may represent its government customer positions, the contractor shall make it clear that he or she is not a government employee.
9. Treasury may publicly publish transaction documentation before or after consummation of the transactions.

Conflict waiver between the U.S. Department of the Treasury and Contractor (the “Firm”)

Although the Firm is not regular outside counsel to any U.S. air carrier, the Firm currently represents a domestic air carrier (together with its various subsidiaries and affiliates “Air Carrier 1”) in connection with limited matters in Latin America, as well as in connection with sanctions advice from time to time. The Firm also currently represents another domestic air carrier (together with its various subsidiaries and affiliates “Air Carrier 2”) in connection with the amendment of its co-branded credit card agreement with a financial institution and the impact of the COVID-19 outbreak on various third party agreements. In the future, it is possible that the Firm may also be asked to represent other air carriers as defined in Title IV, Subtitle A, Section 4002 of the CARES Act (“Other Air Carriers”) in matters unrelated to the Engagement. Treasury agrees to waive any actual or potential conflict of interest which exists or may exist as a result of our current and future representation of Air Carrier 1, Air Carrier 2 or Other Air Carriers in other matters unrelated to the Engagement, provided that the Firm will institute “firewall” procedures to segregate lawyers at the Firm who represent the Treasury in the Engagement from Firm lawyers who represent Air Carrier 1, Air Carrier 2 and Other Air Carriers in unrelated matters.

In addition, the Firm represents the Federal Reserve Bank of New York (“FRBNY”) in connection with the development, documentation and implementation of the Commercial Paper Funding Facility, Secondary Market Corporate Credit Facility, Primary Market Corporate Credit Facility, Term Asset-Backed Securities Loan Facility and Municipal Liquidity Facility authorized under Section 13(3) of the Federal Reserve Act. Treasury consents to the Firm’s maintaining its representation of the FRBNY on these and any subsequent Section 13(3) facilities while it represents the Treasury in the Engagement, provided that the Firm will institute “firewall” measures to segregate lawyers at the Firm who represent the Treasury in the Engagement from Firm lawyers who work on the representations for the FRBNY described in this paragraph.

The Firm also represents the Federal Reserve Bank of Boston (“FRBB”) in connection with the development, documentation and implementation of the Main Street Lending Program as authorized under Section 13(3) of the Federal Reserve Act. Treasury consents to the Firm’s maintaining its representation of the FRBB on this and any subsequent Section 13(3) facilities while it represents the Treasury in the Engagement, provided that the Firm will institute “firewall” measures to segregate lawyers at the Firm who represent the Treasury in the Engagement from Firm lawyers who work on the representations for the FRBB described in this paragraph.

In addition, it is possible that, during the time the Firm is representing the Treasury in the Engagement, the Treasury will have disputes or transactions with certain of the Firm’s other clients, or some of its current or future clients will have disputes or transactions with the Treasury, including but not limited to the IRS or OFAC. Treasury agrees that the Firm may continue to represent, or undertake in the future to represent, such current or future clients in any matter, including litigation, arbitration or bankruptcy proceedings in which the Treasury is involved, even if the interests of such other clients in such matters are directly adverse to the interests of the Treasury, but in all cases only on the following terms: absent the Treasury’s further consent and without further notice, the Firm will continue or undertake matters for other

clients that may give rise to conflicts of interest under applicable rules of professional conduct only if the Firm concludes in good faith that the Firm can properly represent the interests of each client, and only if such matter is not substantially related to the Engagement. For purposes of this paragraph, any representation by the Firm of a passenger air carrier in connection with its request for assistance under Title IV, Subtitle A, Section 4003(b)(1) or Title IV, Subtitle B, Section 4113 of the CARES Act or a cargo air carrier in connection with its request for assistance under Title IV, Subtitle A, Section 4003(b)(2) or Title IV, Subtitle B, Section 4113 of the CARES Act is “substantially related” to the Engagement. For any matter substantially related to the Engagement in which the Firm represents a client adverse to the Treasury with the express consent of the Treasury pursuant to this paragraph, the Firm will institute “firewall” procedures to segregate lawyers at the Firm who represent the Treasury in such Engagement from Firm lawyers who work on the representations for such other client.

Treasury’s consent in the paragraphs above is intended solely to address restrictions that might otherwise be imposed on the contractor by applicable rules of professional conduct. It does not waive any requirements established by the Federal Acquisition Regulation, including those set forth in FAR Subpart 9.5. If the contractor becomes aware of facts that may indicate the existence of an organizational conflict of interest as defined in FAR section 2.101, it shall immediately disclose those facts to the Contracting Officer. Any such disclosure shall be made in a manner consistent with the contractor’s professional obligations to its other clients.