

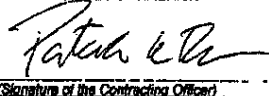
AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 18
2. CONTRACT (Proc. Inst. Ident.) NO. TOFS-09-D-0001			3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220	CODE OFS	6. ADMINISTERED BY (If other than item 5) OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220		CODE OFS	

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) SIMPSON THACHER & BARTLETT MNP LLP 425 LEXINGTON AVENUE NEW YORK NY 10017-3954		8. DELIVERY ☐ FOB ORIGIN ☒ OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM
CODE 076827427	FACILITY CODE	

11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220	CODE OFS
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304 (c) () ☒ 41 U.S.C. 253 (c) (2)		
14. ACCOUNTING AND APPROPRIATION DATA See Schedule		

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$0.00

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. ☒ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number TOFS-09-S-0001 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) Lee Meyerson, Partner		20A. NAME OF CONTRACTING OFFICER PATRICK BREEN	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED 2/20/09	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED 02/20/2009
BY  (Signature of person authorized to sign)		BY  (Signature of the Contracting Officer)	

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
TOFS-09-D-0001PAGE OF
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NAME OF OFFEROR OR CONTRACTOR

SIMPSON THACHER & BARTLETT MNP LLP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 02/20/2009 to 08/19/2009 The total amount of award: \$0.00. The obligation for this award is shown in box 15G.				

SECTION B-SUPPLIES OR SERVICES PRICES

B.1. The minimum dollar value of this contract is \$50,000.00 and the contract ceiling value is \$5,000,000.00.

B.2 Task orders awarded pursuant to this contract will be either Fixed Price or Labor Hour, as specified in the order.

CEILING LABOR RATE TABLE

Labor Category	Hourly Labor Rate
Partner	
Associate	
Legal Assistant	

ACTUAL WORK TO BE REQUIRED WILL BE ORDERED UNDER INDIVIDUAL TASK ORDERS.

B.3 Travel

a) Travel expenses shall only be applicable to orders performed on a Labor Hours basis. All task orders issued on a Firm Fixed Price basis shall include travel.

b) For Labor Hour task orders, all non - local travel will be reimbursed in accordance with the provisions of the Federal Travel Regulations. The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov/ftt.

c) As a general rule, local travel will not be reimbursed under this contract. Examples of local travel which will not be subject to reimbursement are: travel to and from normal job site; supervisory personnel traveling to a Government site or alternative facility to oversee operations. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal job site.

SECTION C—DESCRIPTION/SPECIFICATIONS

C.1 SCOPE OF WORK

The Department of the Treasury (Treasury) is seeking the Contractor's expertise and guidance in the development of equity and debt investment and co-investment programs instituted pursuant to the Emergency Economic Stabilization Act of 2008 (EESA), including the Capital Assistance Program (CAP); the preparation of legal documentation for such programs; the negotiation and closing of investments in one or more large financial institutions; and the resolution of related matters in connection with EESA programs. Work requirements will be defined in individual task orders. Because the Contractor will assist Treasury in responding to urgent economic circumstances, task orders are expected to involve extremely short deadlines.

Treasury anticipates that the following tasks will be awarded under this contract:

- **Task 1. Develop CAP Documentation.** The Contractor shall prepare documentation related to Treasury investments under the CAP, including, but not limited to term sheets, agreements, and financial instruments. Treasury is seeking the Contractor's expertise and guidance for form, structure, and terms and conditions of such documentation. The draft documentation shall conform with all terms, conditions, and requirements of the EESA, regulations, Treasury policy, and best practices. Treasury expects to publicly post the legal documentation on the Internet. Treasury may seek the Contractor's expertise and guidance in formulating responses to comments, or to make revisions to the legal documentation in response to comments.
- **Task 2. Develop Capital Purchase Program (CPP) Mutual Holding Company Documentation.** The Contractor shall prepare documentation related to equity investments by Treasury in financial institutions with a mutual holding company structure, such as bank holding companies, savings and loan holding companies, banks and savings associations that are mutual in organization. The documentation may include, but not be limited to, term sheets, agreements, and financial instruments. Treasury is seeking the Contractor's expertise and guidance for form, structure, and terms and conditions of such documentation. The draft documentation shall conform with all terms, conditions, and requirements of the EESA, regulations, Treasury policy, and best practices. Treasury expects to publicly post the legal documentation on the Internet. Treasury may seek the Contractor's expertise and guidance in formulating responses to comments, or to make revisions to the legal documentation in response to comments.
- **Task 3. Transactional Work.** The Contractor may be tasked to provide expertise and guidance in the formulation of equity investment or debt transaction structures and documentation including, but not limited to, government investment with private sector investment, government investment without private

sector investment, warrants or senior notes or other lending transactions and other direct investments. The Contractor would provide expertise and guidance in developing the form, structure, terms and conditions of such investments. The Contractor also may be tasked to negotiate the transactions, and conduct the closing of such transactions.

- **Other Tasks.** Treasury may also issue other task orders within the general scope of this contract. The specific services to be performed by the Contractor will be defined in individual task orders.

In each case, Contractor shall provide a schedule to deliver legal documentation that is acceptable to the COTR. Contractor will provide legal documentation including terms and conditions in form and substance satisfactory to COTR.

SECTION D—PACKAGING AND MARKING [reserved]

SECTION E – INSPECTION AND ACCEPTANCE

E.1. Inspection and Acceptance Criteria

a. Final inspection and acceptance of all work, performance, reports and other deliverables under this contract shall be performed at the location specified in individual task orders. Each order will also designate the individual responsible for inspection and acceptance.

b. The basis for acceptance shall be in compliance with the requirements set forth in the orders; and other terms and conditions of the contract. Deliverable items rejected under resulting task shall be corrected in accordance with the applicable clauses.

E.2 The following clauses are incorporated by reference:

52.246-4 Inspection of Services – Fixed Price (Aug 1996)

52.246-6 Inspection—Time-and-Material and Labor-Hour (May 2001)

SECTION F—PERFORMANCE

F.1. Term of Contract

The total term of the contract is six months.

F.2. Contract Deliverables:

Contract Level Deliverables:

1. Weekly Contract Status Report. The contractor shall report each week the status as of the end of the previous week:

- a) Hours and dollars spent, including cumulative totals of each and a forecast of future costs through the next month and total cost at completion;
- b) Current contractor personnel engaged;
- c) Any contract issues; and
- d) Weekly accomplishments.

All other future deliverables will be in accordance with the scope of work and objectives identified above and will be identified in any resulting task orders issued against the IDIQ contract.

SECTION G—CONTRACT ADMINISTRATION DATA

G.1 Contractor's Proposal

The Contractor's proposal dated February 20, 2009 is incorporated by reference into the contract.

G.2 Order Pricing

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

G.3 Key Personnel

The Contractor shall list below the name(s) of the person(s) who will be assigned the responsibility for success of the work product(s). The individual(s) named shall be recommended by the Contractor in its proposal and subject to discussions and agreement by the Government prior to award. These individual(s) shall be in responsible positions so as to allocate and control personnel. The below listed individual(s) are designated as "Key Personnel":

<u>Employee Name</u>	<u>Position Title</u>
Lee Meyerson	Senior Corporate Partner
Andrew Keller	Partner

G.4 Contents of Task Orders

Government awarded Task Orders (TO) will include the following (as applicable):

- a) Contract and Task Order Number;
- b) Identify Responsible DO Organization for the TO and TO Point of Contact, email address and phone number;
- c) Identify Government officials (e.g., cognizant CO and TO COTR) contact information;
- d) Total TO Price (and identify funding by increment or fully funded);
- e) Obligated funding amount(s) and applicable Accounting Codes(s);
- f) TO resources table (including labor categories, fully loaded labor rates, number of labor hours, and total labor cost);
- g) Period of performance;
- h) Place of Performance;
- i) Performance Work Statement (PWS) or Statement of Work (SOW) with deliverables;
- j) Applicable performance and performance metrics detail;
- k) Special Requirements/Relevant Information (e.g., waivers);
- l) Government - furnished Property, if any, to be furnished to the contractor;
- m) TO work schedule as applicable;
- n) Key/essential TO personnel; and Payment Office information.

SECTION H—SPECIAL CONTRACT REQUIREMENTS

H.1 CONFIDENTIALITY

The Contractor recognizes that, in performing this contract, the Contractor may obtain access to non-public information that is confidential or proprietary in nature. Except as permitted by the contract, the Contractor agrees that it, its employees, its subcontractors, and its subcontract employees will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance of this agreement for any purpose other than to perform work under the contract without first receiving written permission from the Contracting Officer. The Contractor shall secure information received from or prepared or gathered for the Treasury Department under this contract in a secure location with access limited to only those personnel with a “need to know.” Notwithstanding any other language contained herein, the Contractor shall comply with 31 CFR § 31.217.

H.2 KEY PERSONNEL

During the contract performance period, any substitution or replacement of key personnel must be proposed by the Contractor and authorized by the Contracting Officer.

H.3 COOPERATION WITH OTHER ORGANIZATIONS

The Contractor agrees to cooperate with representatives of other contractors, Federal Reserve Banks, Federal agencies, governmental entities, and other organizations when the Treasury determines it to be in the best interest of the Government.

H.4 LABOR RATES

Labor provided under this contract and its task orders shall use the labor rates and categories provided in Contractor’s proposal as set forth in the Labor Rate Table. Labor rates may not exceed those set forth in the Labor Rate Table.

H.5 CONFLICTS OF INTEREST

(a) Treasury HAS NOT WAIVED any potential conflicts of interest as defined by Rules 1.7—1.11 of the ABA’s Model Rules of Professional Conduct, the Federal Acquisition Regulation (FAR), or 31 CFR Part 31. Further, Contractor agrees that its future attorney-client relationship with Treasury will be governed by the FAR, 31 CFR Part 31, and this contract. The Contractor agrees to negotiate in good faith concerning the inclusion of any different or additional conflict of interest policies and procedures that may be issued by Treasury pursuant to Section 108(b) of the Emergency Economic Stabilization Act of 2008 (EESA).

(b) Prior to each assignment of a new legal matter, the Contractor shall prepare a detailed written explanation of all actual conflicts, potential conflicts, or matters that may present the appearance of a conflict under the ABA’s Model Rules, the FAR, or 31 CFR Part 31, and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to avoid or mitigate such conflicts. The Contractor’s disclosure submission

shall include the information specified in 31 CFR § 31.211(b)(1) – (b)(6). Only after receiving this information will Treasury determine whether conflicts prevent the Contractor from representing Treasury in that specific legal matter.

(c) Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with 31 CFR Part 31 or Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (1) refusal to waive a conflict; (2) termination of this contract for default; (3) debarment of the contractor from federal contracting; (4) referral to the appropriate state licensing authorities; and/or, in appropriate cases (5) civil or criminal actions.

(d) It is solely within the discretion of the Treasury Department to determine whether or not a conflict of interest exists and whether any mitigation plan submitted by the Contractor avoids or mitigates a conflict. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred to another contractor or entity pursuant to the corrective actions listed above, the Contractor is expected to follow Treasury Department policies and procedures and to cooperate fully in the orderly transfer of such matters.

(e) In addition to complying with 31 CFR Part 31 and any other applicable restrictions, the Contractor will: (1) not represent any parties against the United States in any matter that is the subject of a task order during the term of the contract and after the end of the contract; (2) not represent any other parties with respect to matters directly related to, or matters that may have a direct effect on, a specific transaction that is the subject of a task order during the term of the contract; and (3) have all attorneys assigned to work under this agreement receive conflicts training in consultation with the EESA Compliance Office. It is, however, understood that the Contractor may represent clients who seek to engage in a transaction with Treasury under other programs in support of the EESA. Further, the Contractor shall enter into and enforce agreements with all attorneys assigned to work under this contract prohibiting such attorneys from representing any other party regarding a specific matter that is the subject of a task order under this contract during the term of the contract and for six months thereafter.

(f) Prior to beginning work on each assignment of a new matter involving a named institution, or assigning a new attorney to that matter, the Contractor shall obtain and review the submissions required by 31 CFR § 31.212 for personal conflicts of interest, and certify in writing to Treasury that all such individuals have no personal conflicts of interest, or are subject to a mitigation plan or waiver approved by Treasury. Contractor agrees not to permit any such individual to perform work under the Contract for any such institution or related entities of such institution with which such attorney has disclosed a personal conflict of interest pursuant to 31 CFR § 31.212, absent obtaining Treasury's prior consent. In making this determination, the Contractor may rely on the information obtained pursuant to 31 CFR § 31.212(b), unless the Contractor knows or should have known that the information provided is false or inaccurate.

(g) As noted in Section C, it is anticipated that this Contractor may be required to perform transactional work related to one or more financial institutions. Prior to beginning work on such a matter, the Contractor agrees to negotiate in good faith, and incorporate into the task order, additional conflicts of interest provisions as the parties deem appropriate.

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

H.6 PUBLICITY REQUIREMENTS

The Contractor agrees to submit within 24 hours of contract or task order award a .pdf file of the fully executed contract or order with all proprietary information redacted for the purposes of having the redacted contract made public at the sole discretion of the Department of the Treasury. The Contractor shall supply the point of contact to work directly with the Public Affairs office of the Department of the Treasury.

PART II—CONTRACT CLAUSES

SECTION I—CONTRACT CLAUSES

I.1 Clauses Incorporated By Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at this Internet address: <http://www.acquisition.gov/far/>

Clause No.	Title and Date
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.204-9	Personal Identity Verification of Contractor Personnel (SEP 2007)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-2	Audit and Records—Negotiation (JUN 1999)
52.215-8	Order of Precedence -- Uniform Contract Format (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002) Fill-in: 30th
52.216-18	Ordering (OCT 1995) Fill-in: "date of contract award" to "8/25/2009"
52.216-22	Indefinite Quantity (OCT 1995) Fill-in: contract expiration date plus 6 months.

52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements—Non-commercial Item Acquisition With Adequate Price competition (FEB 2007)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (APR 2008)
52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
52.222-50	Combating Trafficking in Persons (AUG 2007)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-17	Rights in Data – Special Works (DEC 2007)
52.228-7	Insurance—Liability to Third Persons (MAR 1996)
52.232-1	Payments (APR 1984)
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (FEB 2007) Fill-in: 30th
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-17	Interest (JUN 1996)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003)

52.232-33	Payment by Electronic Funds Transfer – Central Contract Registration (OCT 2003)
52.233-1	Disputes (JUL 2002) – Alternate I (DEC 1991)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes – Fixed Price (AUG 1997)
52.243-3	Changes—Time-and-Materials or Labor-Hours (Sept 2000)
52.244-2	Subcontracts (June 2007)
52.245-1	Government Property (JUN 2007) Alternate I (JUN 2007)
52.245-9	Use and Charges (JUNE 2007)
52.246-20	Warranty of Services (MAY 2001) Fill-in: within 30 days from the date of acceptance by the Government
52.246-25	Limitation of Liability-Services (FEB 1997)
52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003)
52.248-1	Value Engineering (FEB 2000)
52.249-2	Termination for Convenience of the Government (Fixed Price) (MAY 2004)
52.249-6	Termination (Cost-Reimbursement) (May 2004) Alternate IV (Sept 1996).
52.249-8	Default (Fixed Price Supply and Service) (APR 1984)
52.249-14	Excusable Delays (Apr 1984)

I.2 Order Limitations (FAR 52.216-19) (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$5,000,000;
- (2) Any order for a combination of items in excess of \$5,000,000; or
- (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is

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

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

I.3 Option to Extend Services (FAR 52.217-8) (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 30 days of the contract expiration.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

**SECTION J: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
[RESERVED]**

PART IV—REPRESENTATIONS AND CERTIFICATIONS

**SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF BIDDERS**

K.1 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision **Pete Ruegger, Partner** [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.204-8 Annual Representations and Certifications (Jan 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541110 "Offices of Lawyers"

(2) The small business size standard is below \$7 million in average annual revenue.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.