

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

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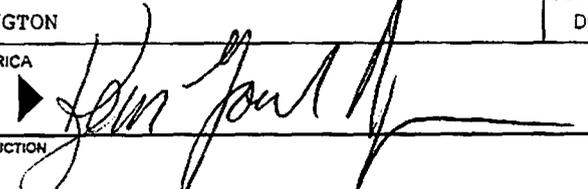
1. DATE OF ORDER 02/09/2009		2. CONTRACT NO. (if any) GS-07F-0303N		6. SHIP TO:	
3. ORDER NO. TDOX090039		4. REQUISITION/REFERENCE NO. 09PR-TDP-147		a. NAME OF CONSIGNEE  TDP	
5. ISSUING OFFICE (Address correspondence to) DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISIONS 1500 PENNSYLVANIA AVENUE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220				b. STREET ADDRESS US DEPARTMENT OF THE TREASURY-DEPAR FINANCIAL MANAGEMENT, ATT: MET SQUA 1500 PENNSYLVANIA AVE., NW	
				c. CITY WASHINGTON	e. ZIP CODE 20220
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR PAT TAYLOR & ASSOC INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1101 17TH STREET 17TH STREET N.W. SUITE 707				REFERENCE YOUR: Quote attached  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY WASHINGTON		e. STATE DC		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE DEPARTMENT OF THE TREASURY	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input checked="" type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 120 Days After Award	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
Continued ...						

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont pages)
21. MAIL INVOICE TO:						
a. NAME TDP PAYMENT						\$230,978.00
b. STREET ADDRESS (or P.O. Box) DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE, NW ATTN: OFM, 6TH FLOOR MET SQUARE						\$230,978.00
c. CITY WASHINGTON		d. STATE DC	e. ZIP CODE 20220			

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) KEVIN YOUEL-PAGE TITLE: CONTRACTING/ORDERING OFFICER	
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**SCHEDULE - CONTINUATION**

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

DATE OF ORDER 02/09/2009	CONTRACT NO. GS-07F-0303N	ORDER NO. TDOX090039
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Admin Office: DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISION 1500 PENNSYLVANIA AVE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220  Accounting Info: TDP0128SE09XX-2009-610001-TDP1231100-2524-00 000000-XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX Period of Performance: (					
0001	Temporary Services				230,978.00	
0002	Option Period Amount: \$230,978.00 (Option Line Item)				0.00	
	The total amount of award: \$461,956.00. The obligation for this award is shown in box 17(i).					

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

## Section I

### Statement of Work Department of Treasury Document Production, FOIA and Program Assistance

#### 1.0 Scope of Work

This task order is for the acquisition of full and part-time attorney, paralegal and secretarial personnel support services for the Office of Financial Stability (OFS), Domestic Finance, US Department of the Treasury, Washington, DC. This contract is intended to satisfy requirements in excess of the Government's own capability to perform on an as needed basis.

#### 2.0 Requirements

The Contractor shall be the employer of all the personnel furnished under this contract and shall provide all the required supervision, non OFS- related training, insurance, recruiting, transportation to and from the job (unless provided by the employee) and any other items directly related to employment. At no time shall an employer-employee relationship exist between the Government and contractor employees.

2.1 Personnel Actions: The Contractor shall be responsible for all personnel actions including the hiring, training, assigning, paying, providing benefits and leave, disciplining and terminating of its employees as follows:

- a. Supervision: The Contractor shall designate a staff member assigned to the work under the contract as Project Manager (PM), and shall revise that designation as necessary to ensure that a Program Manager is available for each day of performance. The designated staff member shall perform the PM role along with other tasks suitable to their category's role. The PM must be trained and knowledgeable in all areas of work specified in the contract. The PM must have specific knowledge of:

- Office Procedures
- Government procedures/policy/terminology

The contract employees shall receive direction from an OFS manager, at times through the PM and at times directly from the OFS manager. The PM shall assist the OFS manager, provide recommendations to OFS management, and inform OFS management of potential problems. The PM shall possess the ability to effectively manage employees and the workload given by the government without specific direction from the OFS manager.

- b. Hiring: The Contractor must provide individuals who are:

- (1) Proficient in the English language;
  - (2) Able to perform the minimum requirements stated in paragraph C.2.3, Minimum Requirements for skill category; and
  - (3) Selected in accordance with applicable Equal Employment Opportunity Laws and Regulations.
- c. **Training:** The OFS anticipates that the contractor shall provide all initial training to prospective employees at the contractor's expense. The Contractor must ensure that its employees have received adequate training to perform the minimum requirements prior to being made available under this contract. The OFS will provide the OFS facility to the contractor at the Government's expense.
- d. **Assigning:** The Contractor shall assign qualified individuals for the skill category requested. Any substitutes provided must meet the minimum requirements for the position. The assignment of work will be fluid since the workload coming into the OFS varies. For that reason, the OFS needs to have the flexibility of moving contract workers from one area into another even during one work day; therefore, the Project Manager will work with OFS personnel in developing a training curriculum that will meet the needs of the contract personnel and the OFS (i.e., cross training for all employees).
- e. **Salary and Benefits:**
- (1) The Contractor shall be responsible for all withholdings and other benefits, workmen's compensation, payments and benefits, overhead and all payroll costs and contributions.
  - (2) The Contractor must pay at a minimum, the wage rate and benefits as determined by the Department of Labor.
- f. **Performance:** The Contractor shall act upon information provided by the Government concerning the quality of work. The Contractor shall take the necessary actions to ensure adequate performance including providing replacements when requested. Any personnel action, including termination, shall be handled directly by the Contractor with the employee.

The payment to the contractor will be dependent on the number of hours worked each week by each category of employee. Absence of an employee for a day will be cause for reduced payment to the contractor. Absence of more than one employee from each of the categories specified shall require prompt action by the contractor. The OFS expects that the contractor shall supply a backup employee by the next business day of the reported absence.

During peak performance periods, absence of multiple employees or multiple failures to supply backup employees within the specified time will be unacceptable

and may be cause for terminating the task order for default. Absence of multiple employees or multiple failures to supply backup employees during the off-peak periods of performance will be at the discretion of the Project Manager, provided that there is no overall lack of performance on any tasks.

## 2.2 Quality Assurance

- a. The Contractor must provide qualified personnel to the job site within the time shown in Part I, Section F, Deliveries or Performance. Failure to provide continuous service for the requested time may constitute grounds for default. Continuous service includes providing, at the Government's discretion, substitutes to replace unacceptable or absent assigned personnel.
- b. The Contractor is responsible for establishing a quality control system which provides for the correction of unacceptable performance, including but not limited to:
  - (1) Assignments deemed not acceptable by OFS; and
  - (2) Unprofessional behavior: Disorderly conduct, ineffective or improper communication with others, inappropriate dress, etc.

## 2.3 Minimum Requirements

- a. **Scope and Effect:** The purpose of the services provided under this contract is to perform assignments under the conditions described in this SOW in accordance with the minimum requirements described below. Work will be reviewed by OFS personnel in the immediate work unit. OFS requires attorney, paralegal and secretarial support to do the following:
  - (1) Perform a variety of duties related to the support of the TARP office and these functions may include:
    - a. the preparation for OFS signature of responses to Freedom of Information Act requests
    - b. receipt, storage and retrieval of large amounts of financial and non-financial documents
    - c. assembling and copying TARP documents
    - d. drafting responses to congressional inquiries
    - e. a variety of document intensive tasks
    - f. other office operations
  - (2) These functions may be performed:
    - a. over the telephone;
    - b. on computers, inputting and manipulating data/information in file rooms;
    - c. in the mail room;
    - d. at a desk or at a copy machine

The Contractor personnel shall possess effective telephone communication skills; keyboard skills (ability to operate a keyboard associated with a computer); the ability to read and write the English language, and perform basic arithmetical computations; proficiency in the Microsoft suite of Software (e.g., MS Word, Excel); the ability to operate office machinery such as a calculator, letter opener, date stamper, postage machine, fax machine, copier and perform simple operations on computers.

### **3.0 Physical Demands**

Duties may require prolonged standing, walking, bending, reaching and stretching.

### **4.0 Government Responsibilities**

Within fifteen days of contract award, the OFS will provide the requisite training with training materials to accomplish the tasks within the prescribed job description. After the initial training, the contractor shall provide the requisite training for all categories of employees (see 2.1(b)).

### **5.0 Government Furnished Supplies and Facilities**

The Government will furnish the following at no cost to the Contractor:

1. Work space and furnishings assigned to the contractor personnel for performing training and work assignments. The work environment is typical of such places as offices, meetings and training rooms. The work area is adequately lighted, heated and ventilated.
2. Government forms, publications and documents necessary to perform assigned duties.
3. Access to all office equipment (computers, copying equipment, etc.) and supplies necessary to perform assigned duties (to include training).
4. In the current facilities, the Government provides a lunch area for the employee's convenience.

### **6.0 Pre-Screening of Personnel and Removal of Unacceptable Personnel**

The Contractor shall pre-screen all employees proposed for work under the contract in accordance with requirements developed by OFS and the contractor. The contractor shall remove personnel deemed unacceptable at the request of OFS.

## **7.0 Government Use of Private Sector Temporaries**

This task order will be awarded to a temporary help services firm for the brief or intermittent use of the skills of private sector temporaries as set forth in FAR 37.112. Accordingly, these services are not regarded as personal services. This acquisition shall comply with the requirements of 5 CFR Part 300, Subpart E, Use of Private Sector Temporaries, and agency procedures.

## **8.0 Overtime**

It is anticipated that the OFS will require the Contractor's employees to work overtime during performance of this contract. The Contractor's employees shall be required to work necessary overtime as directed by the COTR in accordance with applicable labor statutes.

The Fair Labor Standards Act does not require payment of an overtime premium for labor categories considered professional, as defined in 29 CFR, Part 541. The government will only pay an overtime premium as established in the contract's price schedule for the contracted labor categories.

The Contractor shall be compensated for COTR-directed overtime in the remaining labor categories at the regular hourly rates established in the contract's price schedule. However if, consistent with its cost accounting practices used to accumulate and report uncompensated overtime, the Contractor does not compensate its professional employees for overtime the employee has worked under the contract, the Contractor will not bill the government for that overtime worked either.

## **9.0 Place of Performance**

All work under this task order will be done at Treasury facilities, using Treasury equipment.

## **10.0 Period of Performance**

The base period of performance shall be from . . . . . One optional period shall be included which runs from . . . . .

## **SECTION II Contract Clauses**

### **1.0 FAR 52-252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

52.204-9 Personal Identity Verification of Contract Personnel (Sept. 2007)

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

**2.1 Contracting Officer (CO)**

The CO for award of this task order is:

Kevin Youel Page  
Department of the Treasury, Departmental Offices  
Procurement Services Division  
1425 New York Avenue, 2<sup>nd</sup> Floor  
1500 Pennsylvania Avenue, NW  
Washington, DC 20220  
(202) 622-0632  
[kevin.youel-page@do.treas.gov](mailto:kevin.youel-page@do.treas.gov)

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

**2.2 DTAR 1052.201-70 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY. (MAR 2002)**

(a) The COTR is:

Stephanie Gorski  
Department of Treasury, Office of Financial Stability, Room 8056  
1500 Pennsylvania Avenue, NW  
Washington, DC 20220

(b) Performance of work under this task order must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COTR **does not** have authority to issue technical direction that:

- (1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
- (2) constitutes a change as defined in the clause entitled "Changes";

- (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
  - (4) changes any of the terms, conditions, or specification(s)/work statement of the contract; or
  - (5) interferes with the contractor's right to perform under the terms and conditions of the contract;
- (d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.
  - (e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.
  - (f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled Disputes."

(End of clause)

### **3.0 SECURITY SCREENING REQUIREMENTS FOR ACCESS TO SENSITIVE BUT UNCLASSIFIED SYSTEMS OR INFORMATION**

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

- (a) In addition to complying with any functional and technical security requirements set forth in the schedule and elsewhere in this task order, the Contractor shall request that the Government initiate personnel screening checks and provide signed user nondisclosure agreements, as required by this clause, for each contractor employee requiring staff-like access (e.g. unescorted or unsupervised physical access or electronic access), specified at the task order level, to limited or controlled areas, systems, programs and data.
- (b) The Contractor shall submit a properly completed set of investigative request processing forms for each such employee in compliance with instructions to be furnished by the Contracting Officer or his/her designated representative.  
  
*Applicable forms will be furnished to the Contractor after award.*
- (c) Depending upon the nature of the type of investigation necessary, it may take a period up to several months to complete complex personnel screening

investigations. At the discretion of the Government, background screening may not be required for employees with recent or current favorable Federal Government investigations. To verify the acceptability of a non-Treasury, favorable investigation, the Contractor shall submit the forms or information needed, according to instructions furnished by the Contracting Officer.

- (d) When contractor employee access is necessary prior to completion of personnel screening, each contractor employee requiring access may be considered for escort access. The Contractor shall promptly submit all requests for approval for escort access to the Contracting Officer or his/her designated representative so as not to endanger timely contract performance.
- (e) The Contractor shall ensure that each contractor employee requiring access executes the non-disclosure agreement which is Attachment 4 to the RFQ.
- (f) The Contractor shall notify the Contracting Officer's Technical Representative (COTR) or the Site Security Officer no later than the end of the day of the termination for cause of an authorized employee's access. The Contractor shall notify the COTR no later than ten days after an authorized employee no longer requires access for any other type of termination. Verbal notifications shall be confirmed in writing within thirty days.

#### **4.0 IDENTIFICATION/BADGING REQUIREMENTS**

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

#### **5.0 ADMINISTRATIVE INSTRUCTIONS.**

##### **5.1 Requests For Payment/Submission Of Invoices**

- a. Contractor may submit an invoice once every thirty (30) days to the Contracting Officer Technical Representative (COTR). The contractor shall have the invoice certified by the COTR. The contractor's invoice will be for one month. The contractor shall invoice only for the hours that are in direct support of contractor's efforts in performing the task/delivery order SOW. Hours in such invoice shall be identified by task/phase and by labor category. The amounts for labor shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed with applicable discounts. Fractional parts of an hour may be payable on a prorated

basis. Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation as approved by the Contracting Officer. Government will not reimburse for overtime other than based on what was originally proposed and accepted at time of issuance of order and as indicated in the Schedule. A copy of the government's document(s) accepting the covered services must accompany invoices submitted for payment. A copy of the invoice will be submitted to the addresses identified in the task/delivery order to the contracting officer at the same time it is submitted to the program manager. **Failure to comply with the procedures outlined above may result in payment being delayed.**

- b. Invoices are to be emailed as soon as possible after the end of each calendar month to:
1. VendorPay@do.treas.gov
  2. Contracting Officer; and
  3. COTR.

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

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

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Typed Name and Signature

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

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

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

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

## 6.0 PERFORMANCE MONITORING

The Government shall monitor and evaluate the contractor's overall performance and service delivery.

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

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

## 7.0 HOLIDAYS

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

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

- b. In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute;  
Any other day designated by Executive Order; and  
Any other day designated by the President's Proclamation.

- c. It is understood and agreed between the Government and the Contractor that observances of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the individual Task Order. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized premium pay, if applicable to this contract as stated in its individual Task Orders.
- d. When the Federal, State, Local and other governmental entities grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor

agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the COTR.

- e. In the event that Treasury personnel are furloughed, the contracting officer or the COTR will communicate contractual direction to the contractor regarding performance of work.
- f. Nothing in this clause abrogates the rights and responsibilities of the parties relating to "stop work" provisions as cited in other sections of this contract. Primarily, work shall be performed at the Department of the Treasury facility or, upon approval, facilities within the Washington, D.C. metropolitan area. Occasional work may be performed at other field activity locations, including disaster recovery and/or continuity of operations locations. No locality differential payments are applicable to this contract.

## **8.0 PHYSICAL SECURITY**

Physical security is the action taken to protect Treasury information resources (e.g., installations, personnel, equipment, electronic media, documents, etc) from damage, loss, theft, or unauthorized physical access. The Contractor shall be alert for and establish means to mitigate potential unauthorized access to these resources or potential internal or external acts of sabotage on these resources while under the Contractor's custody. The Contractor shall:

- a) Comply with all pertinent facility regulations and procedures for Federal agencies, unless the Government grants a waiver.
- b) Make recommendations for improving protection for Contractor staff if there is a security issue.
- c) Promptly report unlawful acts committed on or against property under the charge and control of their contract. All such reports should be submitted through the COTR to the Treasury Chief Information Security Officer or designee.

## **9.0 INFORMATION SAFEGUARDS AND PRACTICES**

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

## **10.0 SUPERVISION OF CONTRACTOR'S EMPLOYEES**

- a) Personnel assigned to render services under this contract shall at all times be employees of the Contractor and under the direction and control of the Contractor Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the service required hereunder.

- b) During all times on government premises, the contractor's personnel shall comply with the rules and regulations governing conduct of personnel and operation of the facility.
- c) If the contractor plans to employ any Non-English speaking personnel, he shall provide an on-site bi-lingual supervisor to serve as an interpreter.
- d) Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

#### **11.0 ADVERTISEMENTS, PUBLICIZING AWARDS AND NEWS RELEASES**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity/ news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer. The Contracting Officer and COTR will coordinate requests for written consent through the Treasury Office of Public Affairs.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

#### **12.0 FIDUCIARY DUTY**

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

#### **13.0 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.

#### **14.0 CONFLICTS OF INTEREST**

- (a) The Contractor shall disclose any actual or potential organizational conflicts of interest before beginning work under the contract. Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (1) refusal to waive a conflict; (2) termination of this contract for default; (3) debarment of the contractor from federal contracting; (4) referral to the appropriate state licensing authorities; and, in appropriate cases, and (5) civil or criminal actions.
- (b) It is solely within the discretion of the Treasury Department to determine whether or not a conflict of interest exists. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred to another

law firm pursuant to the corrective actions listed above, Contractor is expected to follow Treasury Department policies and procedures and to cooperate fully in the orderly transfer of such matters.

- (c) In an effort to identify any relevant personal, business, or financial interests of employees assigned to perform work under the contract, and of individuals with whom any such employee has a close personal relationship that would cause a reasonable person with knowledge of the relevant facts to question such an employee's ability to perform, his or her objectivity or judgment in such performance, or his or her ability to represent the interest of the Treasury, Contractor shall have all employees assigned to work under this contract who are attorneys or management officials enter into agreements at the inception of the contract requiring the employees to complete and submit to Contractor all applicable portions of a U.S. Office of Government Ethics Form 450, or its equivalent ("Form"), available at [http://www.usoge.gov/forms/form\\_450.aspx](http://www.usoge.gov/forms/form_450.aspx), before permitting such an employee to perform any work under the contract, and quarterly afterward so long as the employee continues to perform any work under the contract. Contractor further agrees that after any employee has submitted a Form, and before employee is permitted to perform any work under the contract, Contractor shall compare entities appearing on the Form to those entities which appear on the most recently dated Troubled Asset Relief Program Transaction Report available at <http://www.treas.gov/initiatives/eesa/transactions.shtml> as having received Troubled Asset Relief Program funds. Contractor agrees not to permit any employee to perform work under the contract who has disclosed a relationship on the Form with any entity which also appears on the most recently dated Troubled Asset Relief Program's Transaction Report available at <http://www.treas.gov/initiatives/eesa/transactions.shtml> as having received Troubled Asset Relief Program funds, absent disclosing the relationship to the Troubled Asset Relief Program Chief Compliance Officer ("TARP CCO") and obtaining the TARP CCO's consent to permit the employee to perform work under the contract. Contractor further agrees to provide TARP CCO copies of any and all Forms which the TARP CCO requests. The obligations of this subsection stand in addition to any other applicable restrictions.
- (d) The Contractor shall include this clause in all subcontracts, consultant agreements, and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.
- (e) Because Treasury's interests could be injured if employees performing temporary services under the contract are subsequently assigned by the Contractor to perform work for another entity whose interests conflict with Treasury's, Contractor shall not assign any employees performing temporary services under the contract to any entity which appears on the most recently dated Troubled Asset Relief Program Transaction Report available at <http://www.treas.gov/initiatives/eesa/transactions.shtml> as having received Troubled Asset Relief Program funds. Contractor shall document any entity comparisons it performs pursuant to this subsection and provide copies of such documentation to the TARP CCO upon request.

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

**SECTION III  
Pricing**

This is a labor hour task order with a ceiling price not to exceed \$230,978.00. Labor categories and associated hourly rates to be used in the performance and pricing of this task order shall be the following:

This labor mix may be modified in writing as agreed by the Department of the Treasury and the contractor:

**Base Period**

<b>Labor Category</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Amount</b>
Attorney I			
Attorney II			
Attorney III			
Paralegal I			
Paralegal II			
Secretary I			
Secretary II			
		<b>Total Ceiling Price</b>	\$230,978.00

**Option Period 1:**

<b>Labor Category</b>	<b>Estimated Hour</b>	<b>Hourly Rate</b>	<b>Amount</b>
Attorney I			
Attorney II			
Attorney III			
Paralegal I			
Paralegal II			
Secretary I			
Secretary II			
		<b>Total Ceiling Price</b>	\$230,978.00

Billing by the Contractor and payment by the Government to the Contractor shall be in accordance with the Federal Acquisition Regulation clause 52.232-7 (Payments Under Time and Materials and Labor-Hour Contracts).

**Section IV**

**NON-DISCLOSURE AGREEMENT**  
**Document Production, FOIA and Program Assistance**  
**RFQ A09031**

**U.S. Treasury Office of Financial Stability**  
**Conditional Access to Sensitive but Unclassified Information**  
**Non-Disclosure and Conflict of Interest Agreement**

I, \_\_\_\_\_, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material containing sensitive but unclassified information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As described in this Agreement, sensitive but unclassified information is any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 U.S.C. § 552a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing FOIA services under Treasury Contract TOS-07109. This approval permits me conditional access to certain sensitive documents and information and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement does not allow me access to all sensitive but unclassified information. For example, Treasury may not authorize access to certain sensitive but unclassified information provided to Treasury by other agencies or the United States Government.
4. I will never divulge any sensitive information which is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by the Treasury Department that the individual is authorized to receive it. Should I desire to make use of any sensitive but unclassified information, I will do so in accordance with Paragraph 6 of this Agreement. I will submit to the Treasury Department for security review prior to any submission for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work on

Treasury Contract TOS-07-109 in order for the Treasury Department to ensure that no sensitive but unclassified information is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, and will result or may result from any disclosure, publication, or revelation of sensitive but unclassified information not consistent with the terms of this Agreement.
6. If I am permitted, at the sole discretion of the Treasury Department, to review any official documents containing sensitive but unclassified information, such review will be conducted at a secure facility or under circumstances which will maintain the security protection of such material. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me unless authorized to do so by the Treasury Department. Any notes taken during the course of such access will be turned over to Treasury Department officials at the completion of my work for FOIA administrative case files, to be placed in secure storage unless it is determined by Treasury Department officials that the notes contain no sensitive but unclassified information. If I wish to have the notes released to me, Treasury Department officials will review the notes for the purposes of deleting any sensitive but unclassified information to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain sealed in secure storage at the Treasury Department.
7. If I perform services under the contract as an attorney or a manager, I agree, in an effort to identify any relevant personal, business, or financial interests of mine, and of individuals with whom I have a close personal relationship that would cause a reasonable person with knowledge of the relevant facts to question my ability to perform, my objectivity or judgment in such performance, or my ability to represent the interest of the Treasury, to complete and submit to my temporary legal services employer ("Employer") all applicable portions of a U.S. Office of Government Ethics Form 450, or its equivalent ("Form"), available at [http://www.usoge.gov/forms/form\\_450.aspx](http://www.usoge.gov/forms/form_450.aspx), before performing any work under the contract, and to submit to Employer a Form quarterly afterward so long as I continue to perform any work under the contract. I understand that Treasury may obtain any such Form from my Employer at any time.
8. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of sensitive but unclassified information could compromise the security of the Treasury Department.
9. If I violate the terms and conditions of this Agreement, this may serve as a basis for denying me conditional access to Treasury Department information, both classified and sensitive but unclassified information, in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed therein not to divulge may constitute a criminal offense.

10. Unless and until I am provided a written release by the Treasury Department from this Agreement or any portions of it, all conditions and obligations contained in this Agreement shall apply both during my period of conditional access, which shall terminate at the conclusion of my work on FOIA matters under Treasury Contract [TOS-07109], and at all times thereafter.
11. The provisions of this Agreement are severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
12. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
13. I will not use any information provided to me under this contract to further any private interest other than as contemplated by the contract.
14. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive but unclassified information to which I have been given conditional access under the terms of this Agreement.
15. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, U.S.C. (governing disclosures to Congress); Section 1034 of Title 10, U.S.C., as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 20302(b)(8) of Title 5, U.S.C., as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.)(governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosure that my compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, U.S.C., and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.
16. My execution of this Agreement shall not nullify or affect in any manner any other confidentiality or non-disclosure agreement which I have executed or may execute with the United States Government.
17. I enter into this Agreement in good faith, without mental reservation or purpose of evasion.

Steve Taylor 2/9/09  
Print Name Date

*Steve Taylor*  
Signature

This Agreement was accepted by the undersigned on behalf of the Treasury Department as a prior condition of conditional access to sensitive but unclassified information.

TREASURY DEPARTMENT OFFICIAL:

\_\_\_\_\_  
Print Name Date

\_\_\_\_\_  
Signature