

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 10

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

1. DATE OF ORDER 09/17/2010	2. CONTRACT NO. (if any)	6. SHIP TO: a. NAME OF CONSIGNEE OFS		
3. ORDER NO. TOFS-10-O-0021	4. REQUISITION/REFERENCE NO. 10PR-OFS-132	b. STREET ADDRESS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. GTON		
5. ISSUING OFFICE (Address correspondence to) Procurement Services Division Department of the Treasury 1425 New York Avenue, N.W. Washington DC 20220		c. CITY WASHINGTON	d. STATE DC	e. ZIP CODE 20220
7. TO:		f. SHIP VIA		

a. NAME OF CONTRACTOR BINGHAM MCCUTCHEN LLP		8. TYPE OF ORDER <input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: <input type="checkbox"/> b. DELIVERY		
b. COMPANY NAME		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. 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.		
c. STREET ADDRESS 150 FEDERAL ST.				
d. CITY BOSTON	e. STATE MA	f. ZIP CODE 02110-1726		

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE OFS
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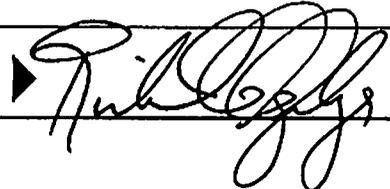
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
<input type="checkbox"/> 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) 30 Days After Award	16. DISCOUNT TERMS
a. INSPECTION Destination	b. ACCEPTANCE Destination			

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)
	SBA 7(a) Security Purchase Program Admin Office: OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220 Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:			
	a. NAME ARC/ASD/OFS			\$19,975.00
	b. STREET ADDRESS (or P.O. Box) ARC/ASD/OFS, AVERY 3G P.O. BOX 1328			\$19,975.00
c. CITY PARKERSBURG	d. STATE WV	e. ZIP CODE 26106-1328		17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) RICHARD A. AUGSBURGER TITLE: CONTRACTING/ORDERING OFFICER
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SCHEDULE - CONTINUATION

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

DATE OF ORDER 09/17/2010	CONTRACT NO.	ORDER NO. TOFS-10-O-0021
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Accounting Info: OFS0128SE10XX-2010-610001-OFS1231130-2511-00 000000-XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX Period of Performance: 09/30/2010 to 12/31/2010 Legal Services for SBA 7(a) Security Purchase Program				19,975.00	
The total amount of award: \$19,975.00. The obligation for this award is shown in box 17(i).						

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))		\$19,975.00
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A. CONTRACT

A.1 GENERAL

The Department of the Treasury, Departmental Offices (Headquarters), 1500 Pennsylvania Avenue, NW, Washington, DC, has entered into a contractual agreement with:

Bingham McCutchen, LLP
One Federal Street
Boston, MA 02110-1713

A.2 TYPE OF TASK ORDER (FAR 52.216-1)

The Government has awarded a Time and Material Task Order.

A.3 TERM OF SERVICES:

The period of performance of this task order is from September 30, 2010 through December 31, 2010.

SECTION B-SUPPLIES OR SERVICES PRICES

B.1 GENERAL

This is a Time and Material task order with the ceiling price not to exceed \$19,975.00.

No notice, communication, or representation in any form other than a Contracting Officer-issued modification to the task order shall affect the amount allotted by the Government to this task order.

B.2 PRICE/COST SCHEDULE

The maximum hourly rates for this task order have been provided for each labor category in the Maximum Labor Rate Table below:

MAXIMUM LABOR RATE TABLE

LABOR CATEGORY	HOURLY RATE
Partner	[REDACTED]
Associate	[REDACTED]
Legal Assistant	[REDACTED]

This task order includes Not-to-Exceed amounts for Labor Hours and for Other Direct Costs. Labor costs shall not exceed \$18,975.00. Other Direct Costs (ODCs) shall not exceed \$1,000.00.

Billing by the Contractor and payment by the Government to the Contractor shall be in accordance with the Federal Acquisition Regulation (FAR) clause 52.232-7 (Payments Under Time-and-Materials and Labor-Hour Contracts (FEB 2007)).

MAXIMUM LABOR RATE TABLE

Price Model

Labor Categories	Labor Hours	Hourly Labor Rate	Price
Partner	[REDACTED]	[REDACTED]	[REDACTED]
Associate	[REDACTED]	[REDACTED]	[REDACTED]
Legal Assistant	[REDACTED]	[REDACTED]	[REDACTED]
Other Direct Costs			\$1,000.00
TOTAL	45		\$19,975.00

SECTION C—DESCRIPTION/SPECIFICATIONS

C.1 TASK ORDER SCOPE OF WORK

Treasury requires the Contractor to provide legal assistance with SBA 7(a) Security Purchase Program as follows:

- (a) Provide expertise and guidance in the purchase of Small Business Administration (SBA) securities backed by 7(a) loans;
- (b) Assist in determining the eligibility of various financial institutions who own, buy, and pool SBA loan asset-backed securities;
- (c) Analyze and provide legal advice regarding the use of offer wanted in competition/reverse auction process in the open market to purchase SBA 7(a) pools;
- (d) Advise on regulatory requirements and filings and prepare necessary filings to be in accordance with Section 101 EESA legislation;
- (e) Manage the closing and post-closing requirements of the transactions;
- (f) Advise on structural alternatives, as needed.

In accomplishing the above tasks, Contractor shall consult with Treasury representatives and/or designated individuals from firms currently engaged by Treasury at Treasury's offices in Washington, D.C., at Contractor's offices, by phone, in writing, and any other means of communication.

SECTION D—PACKAGING AND MARKING
[reserved]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE CRITERIA

a. Deliverables shall be reviewed by the Government COTR within ten (10) calendar days after receipt, unless a different period of time is specified by the COTR. The Contractor shall correct any deficiencies found by the Government within ten (10) calendar days after receipt, unless a different period of time is specified by the COTR.

b. After initial discussions with the COTR, the Contractor shall provide a schedule to deliver such documentation that is acceptable to Treasury in accordance with Section F.2 of the basic contract. The Contractor will provide such documentation in compliance with the terms and conditions of the contract and this task order, and otherwise in form and substance satisfactory to Treasury. Changes to such schedule and to draft documentation may be directed by the COTR during the established period of the task order. The basis for acceptance shall be the COTR's approval of the documents for execution. Deliverable items rejected under resulting task shall be corrected in accordance with section a. above.

E.2 CLAUSES INCORPORATED BY REFERENCE

This task order incorporates 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: <http://www.acquisition.gov/far/>

<u>Clause No.</u>	<u>Title and Date</u>
52.246-6	Inspection—Time-and-Material and Labor-Hour (May 2001)

SECTION F—PERFORMANCE

F.1 TERM OF TASK ORDER

The total term of the task order is 3 months, beginning on September 30, 2010 through December 31, 2010.

F.2 TASK ORDER PLACE OF PERFORMANCE

The Contractor shall perform all work under this task order at the Contractor's offices unless otherwise specified by the COTR and Contracting Officer, and agreed to by the Contractor.

F.3 TASK ORDER LEVEL DELIVERABLES

1. Monthly Contract Status Report

The Contractor(s) shall report each month, current with submission of its invoice, the status for all task orders as of the end of the previous month:

- 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) Subcontracts, including socioeconomic category of subcontractor and dollar value;
- d) Any contract issues;
- e) Monthly activities and accomplishments;
- f) verification and certification by the Contractor of receipt of executed NDNAs from each new employee prior to the start of work; and
- g) verification and certification by the Contractor that each new employee has received sufficient discussion or training to ensure an understanding of OFS' confidentiality expectations.

SECTION G—CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer designated for this task order is:

Contracting Officer:
Richard Augsburger
U.S. Treasury Department
Departmental Offices, Procurement Services Division
1500 Pennsylvania Avenue, NW
(Mail Stop: 1801 L Street, N.W.)
Washington, DC 20220
Email: Richard.Augsburger@do.treas.gov
Phone: 202-927-8914

The COTR designated for this task order is:

COTR:
Stacey Holland
U.S. Treasury Department
Office of Financial Stability
1801 L Street, NW
Washington, DC 20220
Email: Stacey.Holland@do.treas.gov
Phone: 202-622-7384

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes 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 costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the task order, and/or modify any term or condition of the task order. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed task order or specific authorization from the Contracting Officer.

G.2 KEY PERSONNEL

The following are key personnel who will be assigned the responsibility for success of the work product(s) under this task order. 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” for this task order:

KEY PERSONNEL	POSITION
Jeffrey R. Johnson	Partner

G.3 SUBMISSION OF TASK ORDER VOUCHERS FOR PAYMENT

INVOICING AND PAYMENT INSTRUCTIONS

- (a) Invoices shall be submitted electronically to the following address:
OFS@bpd.treas.gov.
- (b) A copy of the invoice shall also be submitted to the COTR and CO simultaneously.
- (c) Submission of proper invoices shall be rendered on a percentage complete basis in an amount equal to the value of the work performed.
- (d) Each invoice submitted shall be supported by appropriate documentation. Documentation necessary to substantiate an invoice shall include, but is not limited to, project name and number, invoice number, percentage complete, original contract amount, modification amounts, retainage amount and percent cumulative, labor categories, labor hours worked per labor category, labor rate, value of work in place, contractor's name, and contract number. Such documentation shall meet the approval of the Contracting Officer.

Treasury/TO Obligation Document No. —TOFS-10-O-0021