

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 29
2. CONTRACT (Proc. Inst. Ident.) NO. TOFS-09-D-0011		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY Procurement Services Division Department of the Treasury 1425 New York Avenue, N.W. Washington DC 20220	CODE PSD	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) CADWALADER WICKERSHAM & TAFT LLP ONE WORLD FINANCIAL CENTER NEW YORK NY 10281-1003		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
9. DISCOUNT FOR PROMPT PAYMENT		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
CODE 071032908	FACILITY CODE	ITEM

11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY OFS PAYMENT 1500 PENNSYLVANIA AVE, NW ATTN: OFM, 6TH FLOOR MET SQUARE WASHINGTON DC 20220	CODE OFS PAYMENT
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		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

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	4
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X	C	DESCRIPTION/SPECS./WORK STATEMENT	2	X	J	LIST OF ATTACHMENTS	1
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X	E	INSPECTION AND ACCEPTANCE	1	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	1		OTHER STATEMENTS OF OFFERORS		
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> 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. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>TOFS-09-S-0017</u> 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) <i>John J. Rapisardi - Co-Chief Acquisition Officer</i>		20A. NAME OF CONTRACTING OFFICER PATRICK BREEN	
19B. NAME OF CONTRACTOR		20B. UNITED STATES OF AMERICA	
BY <i>John J. Rapisardi</i> (Signature of person authorized to sign)	19C. DATE SIGNED 7/29/09	BY <i>Patrick Breen</i> (Signature of the Contracting Officer)	20C. DATE SIGNED 7/30/09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
TOFS-09-D-0011

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NAME OF OFFEROR OR CONTRACTOR
CADWALADER WICKERSHAM & TAFT LLP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	FOB: Destination Period of Performance: 07/29/2009 to 01/28/2010 Restructuring Legal Services 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 Maximum and Minimum Contract Value

The minimum dollar value of each contract awarded under this solicitation is \$25,000.00 and the contract ceiling value of all contracts awarded under this solicitation, individually and collectively, is \$20,687,500.00.

B.2 Task Orders

Task orders awarded pursuant to this contract will be Fixed Price, Time and Materials, and/or Labor Hour, as specified in the order.

The following ceiling labor rates will be observed for all Time and Materials or Labor Hour task orders:

Labor Categories	Ceiling Hourly Labor Rates
Partner	[REDACTED]
Of Counsel	[REDACTED]
Associate	[REDACTED]
Legal Assistant	[REDACTED]

B.3 Travel

a) Travel expenses shall only be applicable to orders performed on a Labor Hour or Time and Materials basis. The prices of all task orders issued on a Firm Fixed Price basis shall be inclusive of any travel.

b) For Labor Hour and Time and Materials 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/ftf.

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) requires legal services, expertise, and guidance to help preserve its investment in one or more Troubled Assets Relief Program (TARP) fund recipients in distressed circumstances. The investments were made by Treasury under programs instituted pursuant to the Emergency Economic Stabilization Act of 2008 (EESA).

All legal documentation shall conform with EESA and related regulations, Treasury policy, and best practices. Specific 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 one or more tasks in the following subject areas will be awarded under this contract:

Area 1. Restructuring Transactions. The Contractor may be tasked to provide expertise and guidance with respect to the restructuring of TARP fund recipients in distressed circumstances. This may include recapitalization transactions involving exchanges of securities, amendments to the terms of investments, workout transactions, restructurings of businesses involving asset sales and other transactions. The Contractor may be tasked to negotiate the transactions and conduct the closing of such transactions.

Area 2. Advice Related to Distress Situations. The Contractor may be tasked to advise Treasury and the Department of Justice in its representation of Treasury in connection with Treasury's rights and options related to TARP fund recipients in distressed circumstances such as recipients at risk of defaulting or that have defaulted on their obligations. Advice may be required for issues related to reorganization, liquidation or similar proceedings involving TARP fund recipients. Work may include, but shall not be limited to, providing analysis of claims, risks and legal options including proceedings under the Bankruptcy Code, drafting briefings, motions and responses to be filed on behalf of Treasury in relation to any legal proceedings, assisting with such proceedings generally and other related matters. The Contractor also may be tasked to analyze assignments, sales and claims relating to such situations.

Area 3. Financings. The Contractor may be tasked to provide expertise and guidance in the structuring and drafting of financing transactions of distressed TARP fund recipients, including debtor-in-possession financing. The Contractor also may be tasked to negotiate the transactions, and conduct the closing of such transactions.

Area 4. Other Transactions. The Contractor may be tasked to provide expertise and guidance in the formulation of loans, equity investments, other direct or indirect investments and other credit support relating to TARP fund recipients in distressed circumstances. The Contractor would provide expertise and guidance in developing the

form, structure, terms and conditions of such documentation. The Contractor also may be tasked to negotiate the transactions, and conduct the closing of such transactions.

Area 5. Disposition of Assets. The Contractor may be tasked to advise Treasury with respect to the disposition of assets in connection with Treasury's loans and investments relating to TARP fund recipients. The Contractor also may be tasked to negotiate the transactions relating to the disposition of such assets, and conduct the closing of such transactions.

Other Work. 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.

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 any resulting task order shall be corrected in accordance with the applicable clauses.

E.2 Clauses Incorporated By Reference

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: <http://www.acquisition.gov/far/>

<u>Clause No.</u>	<u>Title and Date</u>
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 period of performance for this requirement is up to six months from the date of contract award. By the end of the period of performance, Treasury anticipates having a longer term contract in place, under which Treasury may obtain continued services if a continuing need then exists. The period of performance may be adjusted if the anticipated long-term contract is not yet in place at the time the current performance period ends.

F.2. Contract Deliverables

Contract Level Deliverables:

1. Monthly Contract Status Report – The Contractor 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 expended and costs incurred, including cumulative totals of each and a forecast of future costs through the next month;
- b) Current contractor personnel engaged;
- c) Subcontracts, including socioeconomic category of subcontractor and dollar value;
- d) Any contract issues; and
- e) Monthly activities and accomplishments.

Please see recommended report format at section J, attachment 5

2. Status of Mitigation Plan. In accordance with H.5 and 31 CFR Part 31, the Contractor shall provide documentation related to conflicts of interest throughout the term of the contract.

3. Subcontract Consent. In accordance with FAR clause 52.244-2 “Subcontracts (June 2007)” within Section I of this solicitation, the Contractor shall obtain Treasury’s written consent in advance for any proposed cost reimbursement, time and materials, or labor hour subcontracts, and for any proposed fixed-price subcontracts that would exceed \$100,000 or 5% of the total value of a task order.

4. Future Deliverables. All other future deliverables will be in accordance with the scope of work discussed 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 July 20, 2009, is hereby incorporated into the contract.

G.2 Order Pricing

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

G.2.1 Other Direct Costs (Time and Materials Task Orders only).

For task orders priced on a Time and Materials basis, the Contractor will be reimbursed only for the types of disbursements, expenses and charges designated as reimbursable below. Moreover, any reimbursement will be limited to actual costs incurred by the Contractor that are necessary to effect the legal actions under this contract and that are not accounted for as overhead costs in the Contractor's fixed labor rates. All invoices shall be fully documented by including receipts evidencing payment by the contractor and shall identify the action with which the expenditure is connected.

Treasury will reimburse:

- Court costs;
- Filing fees;
- Recording fees;
- To the extent authorized in writing in advance by the COTR, charges associated with Certified, Express, and related mail costs customary to the nature of the action that are required for expedited processing or are required by law;
- Non-local travel provided it is in accordance with Clause B.3 of the contract and the Federal Travel Regulations;
- Long distance telephone charges and conference calls (for voice, fax or data);
- Photocopy, binding, and printing services;
- Outside messenger services; and
- Westlaw and Lexis charges that are customary to the nature of the action.

Treasury will not pay for markups or surcharges added by the law firm to the items listed above.

Treasury will not reimburse:

- Word processing charges;
- Overtime charges;
- Secretarial/clerical charges, except with regard to labor hour charges for hours performed under the Legal Assistant labor category in the contract;

- Fax communications (except long distance telephone charges);
- Local travel costs, including car service;
- Local telephone charges;
- Local meal costs;
- Entertainment expenses;
- Books or subscriptions charges;
- Membership fees;
- Costs of office supplies;
- Storage charges; or
- Costs associated with a lease or purchase of equipment or office space.

G.3 Key Personnel

Below are the name(s) of the person(s) who have been proposed to be assigned the responsibility for success of the work product(s). The individual(s) named shall be subject to discussions and agreement by the Government prior to task order 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”:

Employee Name	Position Title
<u>John J. Rapisardi</u>	<u>Partner</u>
<u>Mark C. Ellenberg</u>	<u>Partner</u>
<u>George A. Davis</u>	<u>Partner</u>

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; and
- n) Key/essential TO personnel; and Payment Office information.

G.5 Ordering Procedures

If the Government awards multiple IDIQ contracts under the relevant solicitation, as is contemplated, the Government will give each contract holder a “fair opportunity to be considered” for individual task orders, unless an exception applies, in accordance with 41 USC 253j and FAR 16.505.

As individual work requirements arise, Treasury will follow the “fair opportunity” process and procedures detailed below. Unless an exception to the “fair opportunity” process applies, the “fair opportunity” process that Treasury will observe in awarding task orders under this procurement is as follows:

1. In circumstances where Treasury determines that the proposals submitted in response to this solicitation contain sufficient information for Treasury to conduct a fair opportunity analysis for work under a specific task order to be issued, the Treasury may consider the information in such proposals and determine the task order awardee(s) based on its review.
2. Where the circumstances in (1) are not present, as determined solely by Treasury, Treasury will:
 - (a) Conduct a competition for task order work among all contract holders; or
 - (b) Conduct a competition for task order work among only those contract holders that Treasury determines, in its discretion, appear to have the requisite expertise and capability to perform a specific task order to be issued. Treasury will notify those contract holders of the task order work requirement.

In conducting competitions, competing contract holders will be asked to identify any conflicts of interest for performing the task order work, any unique qualifications the firm may have to perform the work, any proposed reductions to the labor rates set forth in their contracts, and any other information required by the relevant task order proposal request. In some instances, Treasury may require expedited responses from contract holders so as to perform work that is imminently needed. Taking into account each offeror’s conflicts of interest for capability purposes, Treasury will award to one or more capable contract holders, based on a best value determination, considering each offeror’s unique qualifications to perform the work, quality of prior work previously performed under the contract, proposed pricing, any additional criteria specified in the task order proposal request, and any other information Treasury determines is relevant. Technical merit will be considered more important than price, unless otherwise specified in a task order proposal request. After making a best value determination, Treasury will notify the competing contract holders of the task order award decision.

3. In accordance with 41 USC 253j and FAR 16.505(b)(5), Treasury has designated the following "Task and Delivery Order Ombudsman" to review any concerns or complaints raised by contractors about the fair opportunity process under this procurement:

Thomas A. Sharpe, Jr.
Senior Procurement Executive
Office of the Procurement Executive
U.S. Department of the Treasury
655 Fifteenth Street, NW, Room 6113
Washington, D.C. 20220

SECTION H—SPECIAL CONTRACT REQUIREMENTS

H.1 Non-Disclosure

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 (“Contractor”) will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance of the contract or task order 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 C.F.R. § 31.217, including the requirement that the Contractor obtain a certification from each “management official” and “key individual” performing work under the contract or task order, as those terms are defined in 31 C.F.R. § 31.201, stating that he or she will comply with the requirements of section 31.217(b). The Contractor shall obtain such certifications from management officials and key individuals before they perform work under the contract.

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 same or lower labor rates and the same 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 relationship with Treasury will be governed by the FAR, 31 C.F.R. 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 the execution of a contract and the issuance of any revision to this contract or any task order statement of work, 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 C.F.R. 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 C.F.R. § 31.211(b)(1) – (b)(6), including:

1. The Contractor and any proposed or actual subcontractor's or consultant's relationship to any related entities as such term is defined in 31 C.F.R. § 31.201;
2. The categories of troubled assets owned or controlled by the Contractor including any proposed or actual subcontractor or consultant, or any related entity of the Contractor, if the arrangement relates to the acquisition, valuation, disposition, or management of troubled assets;
3. Information concerning all other business or financial interests of the Contractor including its proposed or actual subcontractors or consultants, or the related entities of the Contractor, which could conflict with the Contractor's obligations under the contract;
4. A description of all organizational conflicts of interest and potential conflicts of interest;
5. A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
6. A certification that the information provided to Treasury in response to the above items is complete and accurate in all material respects. Only after receiving this information will Treasury determine whether organizational conflicts of interest prevent the Contractor from consulting for Treasury in that specific 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 C.F.R. 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: (i) refusal to waive a conflict; (ii) termination of this contract for default; (iii) debarment of the contractor from federal contracting; (iv) referral to the appropriate state licensing authorities; and/or, in appropriate cases (v) civil or criminal actions.

(d) It is solely within the discretion of Treasury 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 policies and procedures and to cooperate fully in the orderly transfer of such matters.

(e) In addition to complying with 31 C.F.R. Part 31 and any other applicable restrictions, the Contractor will: (1) not represent and/or advise any party other than 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 and/or advise 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/professional staff assigned to work under this contract 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/professional staff assigned to work under this contract or task order prohibiting such attorneys/professional staff from representing and/or advising any other party regarding a specific matter that is the subject of a task order under this contract during the term of this contract and for six months thereafter.

(f) No later than 10 business days after the effective date of the contract, or any new task order under the contract or any revision to this contract's or any task order's statement of work, the Contractor shall (i) obtain and review the submissions required by 31 C.F.R. § 31.212 for personal conflicts of interest, and (ii) 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 this contract or task order with respect to any institution or related entities of such institution with which such individual has disclosed a personal conflict of interest pursuant to 31 C.F.R. § 31.212, absent obtaining Treasury's prior consent. In making this determination, the Contractor may rely on the information obtained pursuant to 31 C.F.R. § 31.212(b), unless the Contractor knows or should have known that the information provided is false or inaccurate.

(g) Pursuant to 31 C.F.R. §31.216(b), before the Contractor accepts a contract, task order, or a modification to this contract, the Contractor shall certify to the following:

- (1) The Contractor is aware of the prohibitions of paragraph (a) of 31 C.F.R. § 31.216 and, to the best of its knowledge after making reasonable inquiry, the retained entity has no information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. §31.216; and
- (2) Each officer, employee, and representative of the Contractor who participated personally and substantially in preparing a bid, offer, proposal, or request for modification of this contract after the date hereof has certified that he or she:
 - (a) Is familiar with and will comply with the requirements of paragraph (a) of 31 C.F.R. § 31.216; and
 - (b) Has no information of any violations or possible violations of paragraph (a) of 31 C.F.R. § 31.216, and will report immediately to the Contractor any subsequently gained information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216.

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

H.6 Publicity Requirements

The Contractor agrees to submit within 48 hours of contract or any 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 document is intended for publication on Treasury's web site, and therefore must be compliant with section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). If the submitted version of the document is not compliant, the Treasury may render the document compliant using standard commercial Optical Character Recognition software; Treasury assumes no liability for any resulting errors. 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 “six months after the award date ”
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 (MAY 2008)
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 (SEP 2000)
52.244-2	Subcontracts (JUN 2007)
52.245-1	Government Property (JUN 2007) Alternate I (JUN 2007)
52.245-9	Use and Charges (JUN 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 (SEP 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 \$10,000,000;
- (2) Any order for a combination of items in excess of \$10,000,000; 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.

**ATTACHMENT J-2
INITIAL CERTIFICATION
ORGANIZATIONAL CONFLICTS OF INTEREST [31 C.F.R. § 31.211]**

I, John J. Rapisardi, am a duly authorized official of Cadwalader, Wickersham & Taft LLP (“Contractor”), and I certify that the information provided by the Contractor to the Treasury on July 20, 2009 regarding organizational conflicts of interest in accordance with 31 C.F.R. § 31.211 is complete and accurate in all material respects. In accordance with 31 C.F.R. § 31.211, prior to the award of a relevant contract the Contractor is required to provide Treasury with sufficient information to evaluate any organizational conflicts of interests, which information shall include:

1. The Contractor’s, any proposed subcontractor’s or consultant’s relationship to any related entities as such term is defined in 31 C.F.R. § 31.201;
2. The categories of troubled assets owned or controlled by the Contractor, any proposed subcontractor or consultant, or any related entity of the Contractor or its proposed subcontractors or consultants, if the contract relates to the acquisition, valuation, disposition, or management of troubled assets;
3. Information concerning all other business or financial interests of the Contractor, its proposed subcontractors or consultants, or the related entities of the Contractor or its proposed subcontractors or consultants, which could conflict with the Contractor’s obligations under the contract;
4. A description of all organizational conflicts of interest and potential conflicts of interest;
5. A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
6. A certification that the information provided to the Treasury in response to the above items is complete and accurate in all material respects.

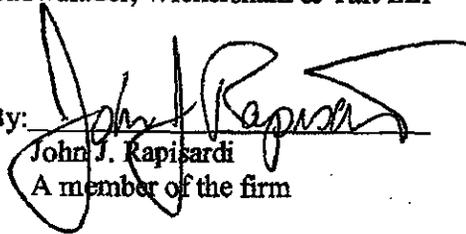
The Contractor understands and agrees to comply with its obligation to:

- During the term of any resultant contract and pursuant to 31 C.F.R. § 31.211(f), continually search for any potential organizational conflict of interest and report any potential organizational conflict of interest to the TARP Chief Compliance Officer within five (5) business days after learning of such potential organizational conflict;
- Retain the information needed to comply with 31 C.F.R. § 31.211 and to support the certifications required by 31 C.F.R. § 31.211 during the term of any resultant contract and for three (3) years following termination or expiration of such contract, and make such information available to Treasury upon Treasury’s request pursuant to 31 C.F.R. § 31.211(h); and
- Maintain a compliance program designed to detect and prevent violations of federal securities laws and organizational conflicts of interest, if the contract is for the acquisition, valuation, management, or disposition of troubled assets.

I confirm, on behalf of the Contractor, that the Contractor will make information supporting this Certification available to Treasury upon request.

Cadwalader, Wickersham & Taft LLP

By:

A handwritten signature in black ink, appearing to read "John J. Rapisardi". The signature is written over a horizontal line.

John J. Rapisardi
A member of the firm

Date: July 20, 2009

**ATTACHMENT J-3
INITIAL CERTIFICATION
COMMUNICATIONS WITH TREASURY EMPLOYEES [31 C.F.R. § 31.216]**

I, John J. Rapisardi, am a duly authorized official of Cadwalader, Wickersham & Taft LLP ("Contractor"). The Contractor has obtained certifications regarding 31 C.F.R. § 31.216 from each proposed subcontractor or consultant and each officer, employee, and representative of the Contractor or any proposed subcontractor or consultant who participated personally and substantially in preparing and submitting the proposal.

In accordance with 31 C.F.R. § 31.216(a), during the course of any process for selecting the awardee of an applicable government procurement (at the contract or task order level), the Contractor, its proposed subcontractors and consultants, and the representatives of the Contractor and its proposed subcontractors and consultants shall not:

- directly or indirectly make any offer or promise of future employment or business opportunity to, or engage directly or indirectly in any discussion of future employment or business opportunity with, any Treasury employee with personal or direct responsibility for that procurement;
- offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other thing of value to any Treasury employee, except as permitted by Government-Wide Ethics Rules, 5 C.F.R. Part 2635; or
- solicit or obtain from any Treasury employee, directly or indirectly, any information that is not public and was prepared for use by Treasury for the purpose of evaluating an offer, quotation, or response to enter into an arrangement.

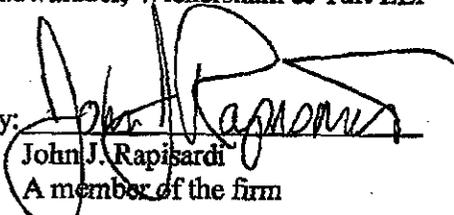
Based on the Contractor's reasonable knowledge and review of the aforementioned certifications, the Contractor certifies that:

1. The Contractor, along with each proposed subcontractor or consultant and all aforementioned officers, employees and representatives, are aware of the prohibitions set forth in 31 C.F.R. § 31.216(a);
2. The Contractor, along with each proposed subcontractor or consultant, to the best of their knowledge after making a reasonable inquiry, have no information concerning a violation or possible violation of 31 C.F.R. § 31.216(a);
3. Each aforementioned officer, employee and representative has no information concerning a violation or possible violation of 31 C.F.R. § 31.216(a); and
4. Each aforementioned officer, employee, and representative will comply with the requirements of 31 C.F.R. § 31.216(a) and will report immediately to the Contractor any information that is gained subsequent to the execution of his/her certification, which concerns a violation or possible violation of 31 C.F.R. § 31.216(a).

I confirm, on behalf of the Contractor, that the Contractor will make information supporting this Certification available to Treasury upon request.

Cadwalader, Wickersham & Taft LLP

By:


John J. Rapisardi
A member of the firm

Dated: July 20, 2009