

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 07/22/2010		2. CONTRACT NO. (If any) GS-23F-0008W		6. SHIP TO: a. NAME OF CONSIGNEE OFS	
3. ORDER NO. TOFS-10-G-0007		4. REQUISITION/REFERENCE NO. 10PR-OFS-081		b. STREET ADDRESS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W.	
5. ISSUING OFFICE (Address correspondence to) OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220				c. CITY WASHINGTON	e. ZIP CODE 20220
7. TO: a. NAME OF CONTRACTOR SCHIFF HARDIN LLP				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 233 S WACKER DR STE 6600				a. PURCHASE REFERENCE YOUR: 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 CHICAGO				e. STATE IL	f. ZIP CODE 60606
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFS	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	c. DISADVANTAGED	g. SERVICE-DISABLED VETERAN-OWNED		
d. WOMEN-OWNED	e. HUBZone	f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 07/21/2011	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)
	Housing Legal Services 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	OFS	\$537,375.00	
	b. STREET ADDRESS (or P.O. Box)	DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W.	\$537,375.00	
c. CITY	WASHINGTON	d. STATE	e. ZIP CODE	17(i) GRAND TOTAL
		DC	20220	

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) JOSHUA F. GALICKI TITLE: CONTRACTING/ORDERING OFFICER
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J. Galicki 7/22/2010

TOFS-10-G-0007

Housing Legal Services - Mortgage Loan Assistance

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SECTION I:**STATEMENT OF WORK****Housing Legal Services - Mortgage Loan Assistance****1.0 Background**

Treasury requires expert legal services to support efforts under the Troubled Assets Relief Program (TARP). The TARP was created by the Emergency Economic Stabilization Act of 2008 (EESA or the Act). Through the TARP, Treasury aims to: (1) provide stability and prevent further disruption to the financial markets and banking system; (2) ensure mortgage availability and protect home values; and (3) protect taxpayers' interests. This acquisition will further the Treasury's mission of ensuring the safety and soundness of the U.S. Financial system and support the implementation of programs and initiatives under the Act.

2.0 Applicable Conditions

On February 18, 2009, President Obama announced the *Homeowner Affordability and Stability Plan* – a comprehensive set of programs designed to stabilize the U.S. housing market and help keep millions of American homeowners in their homes. As part of this plan, the Administration provided additional support to Fannie Mae and Freddie Mac (collectively called “Government Sponsored Entities” or “GSEs”) to ensure continued confidence in those institutions and continued access to affordable mortgage credit across the market. The plan included expanded refinancing flexibilities for the GSEs, which, along with historically low interest rates, have helped over four million American homeowners to refinance, saving an estimated \$150 per month on average and more than \$6.8 billion in total. Another component of the plan, the Home Affordable Modification Program (HAMP), has provided over 1 million struggling homeowners a second chance to stay in their homes by modifying their existing mortgage to achieve an affordable and sustainable monthly payment. Through HAMP each homeowner in a modification is saving an average of \$500 per month because of their reduced monthly mortgage payments.

On February 19, 2010, President Obama announced \$1.5 billion in funding for innovative measures to help families in the states that have been hit the hardest by the aftermath of the burst of the housing bubble. States where house prices have fallen more than 20% from their peak are eligible for this funding. Such price declines, coupled with the effects of high unemployment, mean that many working and middle-class families in these areas are facing serious challenges. The HFA Innovation Fund will be utilized for innovative programs being developed by state housing Finance Agencies to address these challenges. It is designed to complement and add to

the framework of other Administration policies announced over the past year to stabilize the US housing market and keep American homeowners in their homes. Below are examples of some of these policies

On October 19, 2009 the Administration announced the Housing Finance Agencies Initiative to support state and local housing finance agencies in providing sustainable homeownership and rental resources for working Americans nationwide. Over 90 HFAs across 49 states participated in the program, supporting \$15.5 billion in HFA financing at no expected cost to the taxpayer.

The First Time Homebuyer Tax Credit has helped hundreds of thousands of responsible Americans purchase homes.

The American Recovery and Reinvestment Act of 2009 supported the Low Income Housing Tax Credit market by creating an innovative Tax Credit Exchange Program (“TCEP”) and providing gap financing through the HUD Tax Credit Assistance Program (“TCAP”). In combination these programs are estimated to provide over \$5 billion in support for affordable rental housing. The Recovery Act also provided \$2 billion in support for the Neighborhood Stabilization Program (NSP) in addition to \$4 billion provided for the program in the Housing and Economic Recovery Act.

3.0 Objective and Scope

Treasury requires the Contractor to provide expertise and guidance in the formulation, execution, closing and post-closing activities related to a potential program to encourage (i) the refinancing of mortgage loans with negative equity balances (“underwater” loans) and (ii) the extinguishment of certain second lien mortgage loans. Such program may involve the purchase of a letter of credit from a financial institution.

This order shall support the Office of Financial Stability and will require a performance period of one (1) year from date of award for the tasks as delineated below.

- (i) Developing, analyzing and negotiating legal documentation for the potential program, such as the letter of credit purchase agreement.
- (ii) Drafting other legal contracts as necessary.
- (iii) Conducting legal research on any issues related to this program.
- (iv) Developing and implementing compliance and reporting regime(s) for the program.

- (v) Preparing, commenting upon and/or negotiating documentation related to the program including but not limited to term sheets, proposals and/or definitive legal documentation for the transactions.
- (vi) Ensuring that the program complies with applicable federal and state law, including but not limited to EESA and the American Recovery and Reinvestment Act (ARRA);
- (vii) Closing transactions under this program.
- (viii) Representing Treasury in connection with post closing amendments and ongoing issues related to the program.

4.0 Deliverables

- (i) Customized reports and documentation as described above.
- (ii) Contractor Status Report (Attachment 6) – Contractor shall provide to the Contracting Officer’s Technical Representative (“COTR”) a monthly report detailing:
 - a. Hours and dollars spent through an agreed upon cut-off date and a forecast of future costs through the end of the month;
 - b. Forecast of future costs through completion;
 - c. Current contractor personnel engaged;
 - d. Subcontracts, including socioeconomic category of subcontractor and dollar value;
 - e. Any contract issues; and
 - f. Monthly activities and accomplishments

5.0 Conflicts Of Interest

- 5.1 The Treasury HAS NOT WAIVED any potential conflicts of interest as defined by the Federal Acquisition Regulation (the FAR) or 31 C.F.R. Part 31. Further, the Contractor agrees that its future relationship with the Treasury will be governed by the FAR, 31 C.F.R. Part 31, and this Order. 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 the Treasury pursuant to Section 108(b) of the Emergency Economic Stabilization Act of 2008.
- 5.2 Prior to work being performed under this task order, 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 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 but is not limited to the information specified in 31 C.F.R. § 31.211(b)(1) – (b)(6), and shall include at a minimum the following:

- 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;
- 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;
- 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, that could conflict with the Contractor's obligations under this Contract;
- A description of all organizational conflicts of interest and potential conflicts of interest;
- A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents;
- A description of all personal conflicts of interest and potential conflicts of interest;
- A written detailed plan to mitigate all personal conflicts of interest, along with supporting documents;
- A description of the conflicts-related information or training given to employees and consultants (if applicable) when they are brought on board a project as well as the related steps in the departure process; and
- A certification that the information provided to the Treasury in response to the above items is complete and accurate in all materials respects. Only after receiving this information will the Treasury determine whether organizational conflicts of interest prevent the Contractor from consulting for the Treasury in the specific matter. The Contractor shall use Attachment 2 of this Order to comply with this response submission requirement. Within the certification contained in Attachment 2, the statement that the information provided is "complete and accurate in all material respects" means to the best of the Contractor's knowledge at the time of response submission.

5.3 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 Order 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.

- 5.4 It is solely within the discretion of the 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.
- 5.5 In addition to complying with 31 C.F.R. Part 31 and any other applicable restrictions, the Contractor will: (1) not represent any parties against the United States in any matter that is the subject of or related to this task order during the term of this Order and after the end of this Order; (2) not represent any other parties with respect to matters directly related to, or matters that may have a direct effect on, a specific transaction that is the subject of this task order; and (3) have all attorneys assigned to work under this agreement receive conflicts training in consultation with OFS Compliance. It is, however, understood that the Contractor may represent clients who seek to engage in a transaction with Treasury under other programs in support of the EESA. Further, the Contractor shall enter into and enforce agreements with all attorneys assigned to work under this Contract prohibiting such attorneys from representing any other entity regarding a specific matter that is the subject of this task order during the term of the Order and for six months thereafter.
- 5.6 No later than the effective date of this Contract, the Contractor shall provide a certification in accordance with 31 C.F.R. § 31.216. The Contractor shall use Attachment 3 of the Order to comply with this response submission requirement. Within the certification, the statement that the Contractor has not obtained “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” does not apply to the Order, or any information contained therein.
- 5.7 No later than 10 business days after the effective date of this Order, or any revision to this Order’s anticipated 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 the Treasury that all such individuals have no personal conflicts of interest, or are subject to a mitigation plan or waiver approved by the Treasury, and will comply with the

terms of 31 C.F.R. § 31.217. Contractor agrees not to permit any such individual to perform work under this 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 the 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. The Contractor shall use Attachment 4 for the required certifications in this paragraph.

- 5.8 Before the Contractor accepts work under this Order, or a modification to this Order, the Contractor shall certify to the following:
- The Contractor is aware of the prohibitions or 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
 - 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 Order 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.
- 5.9 Before the Contractor accepts work under this Order, the Contractor shall use Attachment 5 to certify that all organizational and personal conflicts of interest remain adequately mitigated.
- 5.10 The Contractor shall include this section [] in all subcontracts, consultant agreements, and lower tier subcontractors unless a waiver is requested from, and granted by, the contracting officer.
- 5.11 If the Treasury issues additional regulations or guidelines on conflicts of interest under the TARP – including the Final Rule on TARP Conflicts of Interest contemplated by the Interim COI Rule – the Contractor and the Treasury will negotiate in good faith to include appropriate provisions to address those additional regulations or guidelines.

6.0 Travel and Per Diem

6.1 Any approved 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/fr.

6.2 As a general rule, local travel will not be reimbursed under this Order. 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.

7.0 Place of Performance

It is anticipated that all work performed under this Order shall be done at the contractor's facilities.

8.0 Government-Furnished Property:

The contractor shall provide all materials, equipment, support, and facilities to fulfill the terms and conditions of this procurement. Under certain and unforeseen circumstances, some equipment, support software, computer time, and facilities may be provided by the U.S. Government.

9.0 Security and Confidentiality

The security classification for work performed under this agreement is Sensitive But Unclassified (SBU). The documents that will be reviewed and produced are sensitive in nature and shall be protected from unauthorized disclosure. Work on this project requires that Contractor personnel have access to Privacy Act Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

10.0 Non-Disclosure Requirements

The Contractor and all employees, agents, subcontractors and subcontractor personnel who will have access to OFS documents or data during the performance of their duties under the contract shall execute a Non-Disclosure Agreement and return it to the Contracting Officer before being given access to such information or documents. A copy of the Non-Disclosure Agreement is provided at Attachment 1.

11.0 FAR 52.204-9 Personnel Identity Verification of Contractor Personnel (SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

12.0 Labor Rates

Labor provided under this order shall be in accordance with the labor rates and categories provided in the contractor's proposal and Section II of this order. Labor rates may be lower than but may not exceed those set forth in the GSA Schedule.

13.0 Public-Release Version Requirement

The contractor agrees to submit, within ten business (10) days from the date the Order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the United States Department of the Treasury (Treasury). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA.

The Treasury will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed Order may be properly withheld.

SECTION II:**SCHEDULE OF SERVICES AND PRICES**

The contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of the Order.

This is a labor hour task order with a not to exceed price of \$537,375. This task order shall be performed in accordance with FAR 52.232-7 (ALT 1).

The fixed hourly rates, inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit, are applicable for the Order period of performance.

LABOR RATE TABLE

Labor Category	Hourly Labor Rate
Partner	
Of Counsel	
Associate	
Legal Assistant	

SECTION III:**ORDER TERMS AND CONDITIONS**

1.0 Authority - Contracting Officer, Contracting Officer's Technical Representative and Contractor's Project Manager

1.1 Contracting Officer

- a. The Contracting Officer for this Order is:

Joshua Galicki

Procurement Services Division
U.S. Department of the Treasury
1500 Pennsylvania Avenue, N.W.
Washington, DC 20002
Phone Number: (202) 622-6418

- b. The Contracting Officer, 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 Order, and notwithstanding any clauses contained elsewhere in this Order, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the Order price to cover any increase in cost incurred as a result thereof.

**1.2 DTAR 1052.201-70 Contracting Officer's Technical Representative (COTR)
Designation and Authority (MAR 2002)**

- (a) The contracting officer's technical representative is:

Stacey Holland
Paralegal Specialist
Department of the Treasury, Office of Financial Stability
1801 L St, NW
Washington, DC 20036
202-622-7384
Stacey.Holland@do.treas.gov

- (b) Performance of work under this 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);

- (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the Order price, or the time required for Order performance;
 - (4) Changes any of the terms, conditions, or specification(s)/work statement of the Order;
 - (5) Interferes with the contractor's right to perform under the terms and conditions of the Order; or
 - (6) Directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five workdays, with a copy to the contracting officer.
- (e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the 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 Order shall be subject to the terms of the clause entitled "Disputes."

1.3 Contractor Project Manager

- a. The Contractor's designated Project Manager for this Order is:

Name: Christine A. McGuinness, Partner

Office No: 212-745-0831

E-Mail Address: cmcguinness@schiffhardin.com

- b. The Contractor shall provide a Project Manager for this Order who shall have the authority to make any no-cost Order technical, hiring and dismissal decisions, or special arrangement regarding this Order. The Project Manager shall be responsible for the overall management and coordination of this Order and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager or

designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

2.0 Period of Performance

The base period of performance for this Order shall be one (1) year from the date of award.

3.0 Payment Schedule

As applicable, a payment schedule will be specified in the order.

4.0 Deliveries or Period of Performance

- (a) All deliverables required per the statement of work shall be shipped F.O.B Destination to the Government COTR identified in the order.

5.0 Invoices

- (a) Invoices shall be submitted in an original and two copies to the following address:

VendorPay@do.treas.gov

- (b) A copy of the invoice shall also be submitted to the COTR and Contracting Officer 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 as follows:
 - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the Order to receive invoices. An invoice must include —
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Order number, Order line item number and, if applicable, the order number;

- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Order.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this Order.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (e) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

6.0 Key Personnel

- (a) The Contractor shall use the key personnel set forth in its quote, for performance of the effort set forth under the Order. In the event that one or more of the personnel are not available, or become unavailable, the Contractor shall furnish substitute personnel of equal or superior relevant skills, which substitutions shall be subject to approval of the Contracting Officer.
- (b) Substitution of Key Personnel -
 - (1) The Contractor shall assign to the Order those persons whose resumes were submitted with its offer who are necessary to fill the requirements of

the Order there under. No substitutions shall be made except in accordance with this clause.

- (2) The Contractor shall not allow personnel substitutions during the Order performance period unless the Contractor promptly notifies the Contracting Officer, with a copy to the COTR, and provides the information required by paragraph (3) below. All proposed substitutions must be submitted, in writing, at least fifteen (15) working days in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph (3) below.
 - (3) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. All proposed substitutions must have relevant qualifications that are equal or superior to the qualifications of the person(s) to be replaced. The Contracting Officer, or an authorized representative, will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof.
- (c) For purposes of this Order, Key Personnel are defined as the contractor's Project Manager and any contractor employee responsible for supervising work under any of the task orders.

The Contractor's Key Personnel Project Manager for this order is:

Name: Christine McGuinness

Office No: 212.745.0831 Fax No: 212.753.5044

E-Mail Address: cmcguinness@schiffhardin.com

The Contractor's other supervisory employees are:

David A. Grossberg

Office No: 312.258.5764 Fax No: 312.258.5600

E-Mail Address: dgrossberg@schiffhardin.com

Tracy S. Plott

Office No: 404.437.7021 Fax No: 404.437.7100

E-Mail Address: tplott@schiffhardin.com

William Neuman
Office No: 415.901.8620 Fax No: 415.901.8600
E-Mail Address: wneuman@schiffhardin.com

7.0 Reassignment and Replacement of Contractor Personnel

- (a) The Government reserves the right to request that the Contractor reassign Contractor employees whose continued use under the Order is deemed contrary to the best interests of the Government. The Contracting Officer will give notice of such reassignment in writing.
- (b) In the event the Contractor finds it necessary to replace any of the assigned non-key personnel during the performance of the Order, the Contracting Officer and Contracting Officer's Technical Representative shall be notified in writing. In cases of Contractor initiated reassignment of non-key personnel, notice shall be provided at least five (5) calendar days prior to reassignment. Replacement personnel shall meet or exceed the relevant qualifications of the originally assigned non-key personnel. This notice shall also include the resume(s) of the proposed replacement personnel. All replacement non-key personnel are subject to the prior written approval of the Treasury's Program or Project Manager.

8.0 Contractor's Proposal

The contractor's quotation, dated July 20, 2010, is incorporated by reference into this order. In the event of any inconsistency between the contractor's quotation and the terms of this order, the terms of the order will control.

**ATTACHMENT 1
NON-DISCLOSURE AGREEMENT**

**Housing Legal Services
Conditional Access to Sensitive but Unclassified Information
Non-disclosure Agreement**

Christine A. McGuinness

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 used in the 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 USC 522a, 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 and my company are being granted conditional access contingent upon my execution of this Agreement for the sole purpose of the Housing Legal Services Order. This approval will permit me and my company conditional access to certain information, (documents, memoranda, reports, testimony, deliberations, etc.) and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Treasury Department has predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to the Treasury Department by other agencies of the United States Government.

4. I will never divulge any sensitive but unclassified information that is provided to us pursuant to this Agreement to anyone, unless we have been advised in writing by the Treasury Department that the individual is authorized to receive it. Should we desire to make use of any sensitive but unclassified information, we will do so in accordance with paragraph 6 of this Agreement. I will submit to the Treasury Department for security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge obtained during the course of the work performed in Housing Legal Services 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, 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 that will maintain the security protection of such materials. 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. Any notes taken during the course of such access will remain at the Treasury Department, to be placed in secure storage unless it is determined by Treasury officials that the notes contain no sensitive but unclassified information. If I wish to have the notes released to us, Treasury 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 made, those notes will remain in secure storage at the Treasury Department.

7. If I violate the terms and conditions of this Agreement, we understand that the unauthorized disclosure of sensitive but unclassified information could compromise the security of the Treasury Department.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of the conditional access to sensitive but unclassified information for me and my company. This may serve as a basis for denying me or the company 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 herein not to divulge may constitute a criminal offence.

9. 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 apply both during my period of conditional access, which shall terminate at the conclusion of my work on Housing Legal Services, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. 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.

12. 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 my company has been given conditional access under the terms of this Agreement.

13. 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, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, 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 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 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.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Christine A. McGuinness 7/30/10
Name / Title Partner Date

Christine A. McGuinness
Signature

ATTACHMENT 2

INITIAL CERTIFICATION FORMAT ORGANIZATIONAL CONFLICTS OF INTEREST [31 C.F.R. § 31.211]

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] ("Contractor"), and I certify that the information provided by the Contractor to the Treasury on [Date] 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:

- 1.1 The Contractor's, any proposed subcontractor's or consultant's' relationship to any related entities as such term is defined in 31 CFR § 31.201;
- 1.2 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;
- 1.3 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;
- 1.4 A description of all organizational conflicts of interest and potential conflicts of interest;
- 1.5 A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
- 1.6 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 CFR § 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 the such contract, and make such information available to Treasury upon Treasury's request pursuant to 31 CFR § 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.

[Name of Contractor]

By:

[Provide signature, name, and title of Authorized Officer of the Contractor]

Date:

ATTACHMENT 3

INITIAL CERTIFICATION FORMAT
COMMUNICATIONS WITH TREASURY EMPLOYEES [31 C.F.R. § 31.216]

"I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] ("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 CFR 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.

[Name of Contractor] Schiff Hardin LLP

By:  Partner
[Provide signature, name, and title of authorized officer of the Contractor]

Date: 7/30/10

ATTACHMENT 4

INITIAL CERTIFICATION FORMAT

PERSONAL CONFLICTS OF INTEREST [31 C.F.R. § 31.212] and NONDISCLOSURE [31 C.F.R. § 31.217]

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] ("Contractor"). As required pursuant to 31 C.F.R. § 31.212(b), "management officials" and "key individuals" (including subcontractors and consultants, where applicable), as those terms are defined in 31 C.F.R. § 31.201, prior to performing work for the Treasury under the [Insert Contract Number], have provided written information to the Contractor regarding their personal, business and financial relationships, as well as those of their spouses, minor children and other family members with whom they have a close personal relationship that would cause a reasonable person with knowledge of the relevant fact to question the individual's ability to perform, his/her objectivity or judgment in such performance, or his/her ability to represent the interests of the Treasury. Such management officials and key individuals have also certified that they will comply with the requirements in 31 C.F.R. § 31.217(b).

Based on the Contractor's reasonable knowledge and review of the above information provided by such management officials and key individuals, I certify that such management officials and key individuals performing work for Treasury [check the one that applies]:

Do not have personal conflicts of interest, or

Any and all personal conflicts of interest have been neutralized by mitigated measures under the written mitigation plan approved by Treasury or have been waived by Treasury.

The nature of any waived personal conflicts and the date the Treasury approved any such waiver(s) is described below, if applicable:

[Insert description if applicable]

The Contractor understands its obligation to:

- Adopt and implement procedures designed to discover, monitor and report personal conflicts of interest on a continuous basis pursuant to 31 C.F.R. § 31.212(f),
- Report any personal conflict of interest within five (5) business days after learning about such conflict to the TARP Chief Compliance Officer pursuant to 31 C.F.R. §31.212(g),
- Ensure that all management officials performing work under the contract and key individuals have no personal conflicts of interest unless mitigation measures have neutralized the conflict or Treasury has waived the conflict pursuant to 31 C.F.R. § 31.212(a) ; and
- Retain information needed to comply with to 31 C.F.R. § 31.212 and to support the certifications required by to 31 C.F.R. § 31.212 for three (3) years following termination or expiration of the contract, and make such information available to Treasury upon Treasury's request pursuant to 31 C.F.R. §31.212(h).

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

[Name of Contractor] Schiff Hardin LLP

By: *Chasen A. R. [Signature]*, Partner

[Provide signature, name, and title of authorized officer of the Contractor]

Date: 7/30/10

ATTACHMENT 5

TARP CONFLICTS OF INTEREST REGULATIONS

TASK ORDER CERTIFICATION FORMAT

Christine A. McGuinness *Schiff Hardin LLP*
I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] ("Contractor"). I have compared the Contractor's existing conflicts of interest mitigation plan ("Plan") submitted and approved by Treasury on (month/date/year) with the scope of work under the new Task Order [Number]. Based upon my review of the Plan, I certify that [check the one that applies]: *TOFS-10-6-0007*

No revisions/amendments are required to the Plan or;

The Contractor has submitted a revised mitigation plan to Treasury that captures all or any necessary revisions or amendments to the Plan.

I also certify that the information provided in the Plan is complete and accurate in all respects as required under 31 C.F.R. Part 31.211(d).

Management officials and key individuals who are "personally and substantially" involved in performing work including subcontractors and consultants under this Task Order have provided written information to the Contractor regarding their personal, business and financial relationships as required under 31 C.F.R. Part 31.212(b).

Based upon the Contractor's reasonable knowledge and review of the information, I certify that management officials and key individuals [check the one that applies]:

Do not have personal conflicts of interest, or

Any and all personal conflicts of interest have been, voided, neutralized, or mitigated under the Contractor's Plan and any revisions/amendments to that Plan or has been waived by the Treasury.

I confirm that management officials and key individuals have provided certifications to the Contractor that comply with the requirements in 31 C.F.R. Section 31.217(b), including any new management officials and key individuals who will perform work under this Task Order.

Based on my reasonable knowledge and review of the certifications obtained from the above management officials and key individuals as required under 31 C.F.R. Part 31.216(b), I certify that the Contractor and the above management officials and key individuals are aware of, and will comply with, the prohibitions set forth in 31 C.F.R. Section 31.216.

I confirm that the Contractor will make the information supporting this Task Order Certification available to Treasury upon request, and retain this information for three years following the termination or expiration of this Task Order.

Schiff Hardin LLP
[Name of Contractor]

By: *Christine A. McGuinness*

Name: *Christine A. McGuinness*

Title: *Partner*

Date: *7/30/10*

**ATTACHMENT 6
MONTHLY STATUS REPORT**

Date: Enter Date
Reporting Period: Enter Date

Contract Information

Contractor Name: Click here to enter Title

Description of requirement: Click here to enter text.

COTR (Government POC): Click here to enter COTR Name

BPA/Task Order Number

Enter Order Number

Period of Performance (excluding options)

Enter Date from - to

Reporting Period Update

Order cost summary

Current Order Obligations: Enter value

Costs incurred through current reporting period: Enter value

Projected cost – next reporting period: Enter value

Remaining funds on contract/order: Enter value

Projected Cost at Order completion: Enter value

Are there any issues completing the Order within the schedule with available funds and?

YES/NO

If YES, discuss issues: Click here to enter text.

Performance & Deliverables

Describe key transaction during this reporting period.

Enter text

List deliverables produced during this reporting period.

Enter text

Describe significant accomplishments during this reporting period.

Click to enter text

Describe significant challenges during this reporting period.

Enter text

Monthly Status Report (Continued)

Subcontracts

List subcontractors performing during this period & incurred costs

Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value

Small Business Subcontracting

What actions have you taken to achieve the goals set forth in your subcontracting plan (if applicable) during this reporting period?

Enter text

Is your company on track to achieve its Small Business Subcontracting goals and objectives?

YES/NO

If NO, discuss efforts to increase your level of Small Business Subcontracting:

Enter text.

Include the following Attachments (if required)

Attachment A: List Government Furnished Property on this Order.

Attachment B: List all contractor personnel that worked on this Order during the reporting period.