

2. CONTRACT (Proc. Inst. Ident.) NO.
TOFS-09-D-0008

3. EFFECTIVE DATE
See Block 20C

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY
CODE TDP
DEPARTMENT OF THE TREASURY
PROCUREMENT SERVICES DIVISIONS
1500 PENNSYLVANIA AVENUE, NW
MAIL STOP: 1425 NEW YORK AVE, NW
SUITE 2100
WASHINGTON DC 20220

6. ADMINISTERED BY (If other than Item 5)
CODE OFS
OFS
DEPARTMENT OF THE TREASURY
1500 PENNSYLVANIA AVE., N.W.
WASHINGTON DC 20220

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)
THE BOSTON CONSULTING GROUP INC
4800 HAMPDEN LANE STE 500
BETHESDA MD 20814-2930

8. DELIVERY
 FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

ITEM

CODE 090836248 FACILITY CODE

11. SHIP TO/MARK FOR
CODE

12. PAYMENT WILL BE MADE BY
CODE OFS
OFS
DEPARTMENT OF THE TREASURY
1500 PENNSYLVANIA AVE., N.W.
WASHINGTON DC 20220

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304 (c) () 41 U.S.C. 253 (c) (2)

14. ACCOUNTING AND APPROPRIATION DATA
See Schedule

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

15. TABLE OF CONTENTS

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number 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)
Xavier Pasquet Senior Partner & Managing Director

19B. NAME OF CONTRACTOR
Boston Consulting Group

19C. DATE SIGNED
04/03/09

BY [Signature]

20A. NAME OF CONTRACTING OFFICER
LAURENT PICHET

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED
04/03/2009

BY [Signature]

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
TOFS-09-D-0008

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NAME OF OFFEROR OR CONTRACTOR

THE BOSTON CONSULTING GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>The overall minimum for this contract is: \$50,000.00 The minimum is guaranteed The overall maximum for this contract is: \$7,000,000.00 FOB: Destination Period of Performance: 04/03/2009 to 10/02/2009</p> <p>Management Consulting Services in accordance with Section C.1 of the award document</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 15G.</p>				0.00

SECTION B-SUPPLIES OR SERVICES PRICES

B.1. MAXIMUM AND MINIMUM CONTRACT VALUE

The minimum dollar value of this contract is \$50,000.00 and the contract ceiling value is \$7,000,000.00.

B.2 TASK ORDERS

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

Labor Rate Table

Labor Category	Hourly Labor Rate
Senior Partner	██████████
Principal	██████████
Consultant	██████████

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

B.3 TRAVEL

a. Travel expenses shall only be applicable to orders performed on a Labor Hour basis, as set forth herein. The firm fixed price of all task orders issued on a Firm Fixed Price basis shall include travel.

b. For Labor Hour task orders, all non-local travel will be reimbursed in accordance with the provisions of the Federal Travel Regulations. The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov/ftt. All travel must be approved, in writing, by the Contracting Officer's Technical Representative prior to the occurrence of the travel.

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

A. Objective

The Department of the Treasury (Treasury) requires immediate management consulting services to: a) assist in Treasury's continued assessment of the automotive sector generally; b) assist in Treasury's work with General Motors Corporation (GM) and GM advisors to develop a comprehensive restructuring and business plan acceptable to the Government ("GM Restructuring") and thoroughly evaluate that plan; and c) advise Treasury with respect to the results of its comprehensive diligence exercise evaluating the viability of the announced alliance between Fiat and Chrysler, LLC ("Chrysler Alliance").

B. Background

On December 19, 2008, the Treasury announced that it would act to support certain domestic automobile manufacturers, on the condition that they move quickly to develop and adopt acceptable plans for long term viability. This step was intended to prevent significant disruption to the economy, while putting the companies on a path to the significant restructuring necessary to achieve long-term viability.

On February 20, 2009, the Presidential Task Force on the Auto Industry (PTFAI) was announced. The PTFAI, which includes Treasury Secretary Timothy Geithner as a co-chair and member, is currently working with GM to develop a restructuring plan for GM that would be acceptable to the Government, evaluate the viability of a Fiat/Chrysler, LLC alliance, and alleviate the pressure that the current economic situation has placed on other aspects of the automotive industry, including automobile finance companies, suppliers, and dealers. In fact, on March 30, 2009, the President announced a new plan to address the needs of GM and Chrysler, LLC (Chrysler) focusing on a GM Restructuring and the Chrysler Alliance, respectively. GM has been given 60 days to develop a new, workable business plan and Chrysler has been given 30 days to conduct due diligence and to negotiate a final agreement with Fiat. Given these deadlines, there is extreme urgency in the timing of the work that needs to be completed. The Treasury requires the services of a management consulting firm to timely assist the Treasury concerning this work. In the case of GM, the Treasury and the Contractor will work with GM and its advisors to create a viable business plan that is acceptable to the Government as a roadmap for the company, including a detailed operating plan and financial plan. For Chrysler, the Treasury, with the assistance of the Contractor, will critically assess the likelihood of success of the Chrysler Alliance and determine whether to extend financing to support the transaction.

In furtherance of Treasury's need to make such assessments and provide recommendations regarding the automotive industry, Treasury is seeking assistance in

continuing its assessment of the automotive sector generally as well as evaluating the GM Restructuring and the Chrysler Alliance.

C. Scope

As detailed in Section A above, the scope of the services required is management consulting services with direct applicability to the evaluation of the GM Restructuring and the Chrysler Alliance. These services will support the work of the Treasury in its participation on the PTFAI and its administration of the Troubled Assets Relief Program (TARP).

D. Contractor Qualifications

The Contractor must have an understanding of the competitive dynamics within the auto industry, the industry structure and the stated financial and economic drivers for GM and Chrysler. It is important that the Contractor have a global perspective on the industry to assess both the domestic and international operations of these companies. Most importantly, the Contractor must have an understanding of the internal economics, key operational issues, business drivers and management personnel of GM and Chrysler. Additionally, the Contractor must have an understanding of Fiat's operations to be able to fully evaluate the Chrysler Alliance.

Assessments performed pursuant to this statement of work are anticipated to involve a significant degree of operational intensity and will require intimate knowledge of the inner workings of GM and Chrysler as a basis by which to assess their plans.

E. Anticipated Work

In furtherance of its requirement to assist the Treasury in evaluating the automotive restructuring plans and to provide recommendations regarding the automotive industry, Treasury is seeking assistance in building upon its initial work assessing the automotive sector both generally (including but not limited to, stakeholders or constituencies that are either directly or indirectly impacted by the automotive sector) and critically, (b) working closely with GM, GM advisors, and Treasury in the creation of a new, comprehensive restructuring and business plan for GM that is acceptable to the Government, and thoroughly evaluating that plan, as well as (c) evaluating the merits of the Chrysler Alliance.

Such assistance will include, but is not limited to, reviewing and analyzing a great deal of information about the automotive sector broadly, and GM and Chrysler specifically, either through resources held by the Government, the Contractor, GM, Chrysler or Fiat, or otherwise acquired at the Contractor's expense. Specific matters to be reviewed and analyzed include, but are not limited to, an evaluation of: anticipated market size and car sale volumes over a five year period; market share considerations for GM and Chrysler; competitive dynamics within the automotive industry; pricing, cost and margin prospects for GM and Chrysler; and the sales prospects for Fiat-derived A/B/C cars in the United

States. Other work related to these topics within the scope of this solicitation may be required, as the process of assessing these companies and the automotive sector generally unfolds.

It is anticipated that a very significant portion of the work in this engagement will be focused on critical assessments of the GM Restructuring plan and the Chrysler Alliance. In the case of GM, the Contractor must work closely with Treasury and, on behalf of Treasury, with GM to develop a viable, detailed operating and financial plan acceptable to the Government. For the Chrysler Alliance, the Contractor must evaluate in detail a proposed Chrysler/Fiat operating plan, including the steps to reach integration and an assessment of the combined operations as well as thorough assessments of both Chrysler and Fiat.

The anticipated management consultant services to be performed include, but are not limited to, the following:

1. Macro forecasting
 - (a) Provide up-to-date base, downside, and upside scenarios for production forecasts for the automotive industry over a five year period, taking into consideration the sharp decline in industry activity, potential secular shifts in consumer consumption and vehicle usage, the impact of disposable income and the availability of consumer credit and a variety of other macroeconomic and microeconomic factors.
 - (b) Analyze scenarios with sensitivities to market share and pricing based on various assumptions.
2. General Motors – Creation of Restructuring Plan
 - (a) Assist in developing achievable sales forecast with detailed buildup for volumes, market share, brand strategy, pricing program, use of incentives and how this fits within the overall competitive landscape for the industry with a focus on optimizing variable profit contribution per unit produced.
 - (b) Assist in developing cost structure analysis based on sales forecast to optimize the fixed cost structure necessary to support the operations under various production scenarios. This analysis should include consideration of the assessment of required overhead, R&D, manufacturing costs and other fixed costs. As part of these services the Contractor shall:
 - a. Provide detailed review of capital expenditure budget with rigorous analysis of return on capital for each dollar allocated;
 - b. Evaluate the research and development (R&D) budget with returns based approach to assess investments in new projects, and provide historical evaluation of R&D planning, investment and outcomes;
 - c. Review marketing plans and assess the effectiveness of dollars spent; analyze spending by brand; and review the budgeting process;
 - d. Assess operations to determine production optimization plans; and
 - e. Review international operations and interrelationship with US operations.

- (c) Document the plan of operations for restructuring including the steps to achieve plans outlined for sales strategy and cost structure.
- (d) Outline appropriate capitalization for the restructured company.
- (e) Assist the financial modeling team in identifying inputs based on the work described herein.
- (f) Perform any customer, supplier, competitor, or related constituency interviews as appropriate.
- (g) As appropriate, perform any analysis and surveying required to test consumer sentiment regarding GM.

3. Chrysler Alliance Analysis

The Contractor will evaluate Chrysler's proposed alliance with Fiat, including an assessment of the following:

- (a) Value of Fiat Contribution to the Alliance, to include the:
 - a. Value of Fiat technology offered to Chrysler;
 - b. Track record of Fiat management in turning around their company from 2004-2007 and an assessment of Fiat's capabilities to engineer a similar restructuring at Chrysler; and
 - c. Strength of Fiat as a partner and competitive assessment of operations;
- (b) Value creation through the alliance, to include the:
 - a. Competitive assessment of the new Chrysler/Fiat product offering;
 - b. Evaluation of feasibility of operational aspects of proposed Chrysler turnaround plan; and
 - c. Synergies diligence – feasibility analysis and value creation potential;
- (c) Sensitivity analysis of operations for (i) macroeconomic and SAAR variation, (ii) product success, and (iii) synergy achievement;
- (d) Additional Fiat Diligence - Product quality review including design strengths and weaknesses and the assessment of the product development process.

4. Other Tasks

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

It is currently anticipated that the bulk of the work under this contract will be required to be completed within three months of contract award.

SECTION D—PACKAGING AND MARKING
[reserved]

SECTION E – INSPECTION AND ACCEPTANCE

E.1. INSPECTION AND ACCEPTANCE CRITERIA

- a. Final inspection and acceptance of all work, performance, reports and other deliverables under this contract shall be performed at the location specified in individual task orders. Each order will also designate the individual responsible for inspection and acceptance.
- b. The basis for acceptance shall be in compliance with the requirements set forth in the orders; and other terms and conditions of the contract. Deliverable items rejected under resulting task shall be corrected in accordance with the applicable clauses.

E.2 CLAUSES INCORPORATED BY REFERENCE

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

<u>Clause No.</u>	<u>Title and Date</u>
52.246-4	Inspection of Services – Fixed Price (Aug 1996)
52.246-6	Inspection—Time-and-Material and Labor-Hour (May 2001)

SECTION F—PERFORMANCE

F.1. TERM OF CONTRACT

The total term of the contract is six months.

F.2. CONTRACT DELIVERABLES

Deliverable	Due Date
Introductory Meeting/Teleconference	1 day after award
Project Plan	2 days after award
Regular Briefings on Work Progress	As needed, but likely frequent
Weekly Contract Status Report <ul style="list-style-type: none">Including: Summary of Findings To Date, Updated Project Plan, Key Outstanding Issues, Timeline	Weekly, each Monday
Detailed Assessment of Chrysler Alliance Transaction	Mid-April
Proposed GM Restructuring Plan	Early May with interim report in late April
Other Deliverables as applicable	As set forth in individual Task Order

The Contractor shall report each week the status as of the end of the previous week in a Weekly Contract Status Report, that shall include, but is not limited to:

- i) Hours and dollars spent, including cumulative totals of each and a forecast of future costs through the next month and total cost at completion;
- ii) Current Contractor personnel engaged;
- iii) Updated Project Plan;
- iv) Summary of findings to date;

- v) Key outstanding issues; and
- vi) Weekly accomplishments.

Any deliverables other than those outlined above will be in accordance with the scope of work and objectives identified above and will be identified in any resulting task orders issued under the contract.

SECTION G—CONTRACT ADMINISTRATION DATA

G.1 CONTRACTOR’S PROPOSAL

The Contractor’s proposal dated April 1, 2009 is incorporated by reference into the contract.

G.2 ORDER PRICING

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

G.3 KEY PERSONNEL

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

Employee Name	Position Title
Xavier Mosquet	Senior Partner & Managing Director
[REDACTED]	[REDACTED]

G.4 CONTENTS OF TASK ORDERS

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

- a) Contract and TO Number;
- b) Responsible DO Organization for the TO and TO Point of Contact, email address and phone number;
- c) 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.

SECTION H—SPECIAL CONTRACT REQUIREMENTS

H.1 CONFIDENTIALITY

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

H.2 KEY PERSONNEL

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

H.3 COOPERATION WITH OTHER ORGANIZATIONS

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

H.4 LABOR RATES

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

H.5 CONFLICTS OF INTEREST

(a) Treasury HAS NOT WAIVED any potential conflicts of interest as defined by the Federal Acquisition Regulation (FAR) or 31 CFR Part 31. Further, Contractor agrees to (i) use any nonpublic information, or assets of the United States, received or developed in connection with this contract solely for the purposes of fulfilling its duties to the Treasury and not for its own commercial purposes or for those of a third party, and (ii) comply with 31 CFR Part 31, as may be amended from time to time, and with the FAR, all conflict of interest, non-disclosure, and information barrier obligations and restrictions, and all conflict of interest mitigation measures, fully and in good faith, as set forth in the contract, and (iii) 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) Contractor shall include, upon each assignment of a new matter hereunder, 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 CFR Part 31, and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to avoid or mitigate such conflicts. The Contractor's disclosure submission shall include the information specified in 31 CFR § 31.211(b)(1) – (b)(6), including:

1. The Contractor's relationship to any related entities.
2. The categories of troubled assets owned or controlled by the Contractor and its related entities, 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, its proposed subcontractors, or its related entities, which could conflict with the Contractor's obligations under the arrangement with Treasury.
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.

Upon each assignment of a new matter hereunder, the contractor shall certify that the information provided to the Treasury in response to the above items is complete and accurate in all material respects. Only after receiving this information will Treasury determine whether conflicts 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 CFR Part 31 or Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (1) refusal to waive a conflict; (2) termination of this contract for default; (3) debarment of the contractor from federal contracting; (4) referral to the appropriate state licensing authorities; and/or, in appropriate cases (5) civil or criminal actions.

(d) It is solely within the discretion of 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 CFR Part 31 and any other applicable restrictions, the Contractor will: (1) not consult for any parties against Treasury 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 provide consulting or comparable business services to 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 individuals assigned to work under this agreement receive conflicts training in consultation with the EESA Compliance Office. It is, however, understood that the Contractor may provide consulting or comparable business services to 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 individuals assigned to work under this contract prohibiting such individuals from provide consulting or comparable business services to any other party regarding a specific matter that is the subject of a task order under this contract during the term of the contract and for six months thereafter.

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

(g) Pursuant to 31 CFR §31.216(b), before the Contractor enters into this contract or accepts a modification or task order to this contract, the Contractor shall certify to the following:

(1) The Contractor is aware of the prohibitions of paragraph (a) of 31 CFR §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 CFR §31.216.

(2) Each officer, employee, and representative of the Contractor who participated personally and substantially in preparing and submitting a bid, offer, proposal, or request for modification of the contract has certified that he or she:

(a) Is familiar with and will comply with the requirements of paragraph (a) of 31 CFR §31.216; and

(b) Has no information of any violations or possible violations of paragraph (a) of 31 CFR §31.216, and will report immediately to the Contractor any subsequently gained information concerning a violation or possible violation of paragraph (a) of 31 CFR §31.216.

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

(i) The Contractor agrees to provide to Treasury the initial certifications required pursuant to 31 C.F.R. §§ 31.211(d), 31.216(b) and 31.217(c)(5) prior to executing an arrangement, and the initial certification pursuant to 31 C.F.R. §§ 31.212(d) with ten (10) days of executing the arrangement.

H.6 PUBLICITY REQUIREMENTS

The Contractor agrees to submit, within 48 hours of contract or task order award, a .pdf file of the fully executed contract or task order with all proprietary information redacted for the purposes of having the redacted contract made public at the sole discretion of the Department of the Treasury. The Contractor shall supply the point of contact to work directly with the Public Affairs office of the Department of the Treasury.

PART II –CONTRACT CLAUSES
SECTION I—CONTRACT CLAUSES

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

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

Clause No.	Title and Date
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.204-9	Personal Identity Verification of Contractor Personnel (SEP 2007)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-2	Audit and Records—Negotiation (JUN 1999)
52.215-8	Order of Precedence -- Uniform Contract Format (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002) Fill-in: 30 th
52.216-18	Ordering (OCT 1995) Fill in: 04/03/2009 to 10/02/2009
52.216-22	Indefinite Quantity (OCT 1995) Fill-in: contract expiration date plus 6 months.

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

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

I.2 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$5,511,940.00;
- (2) Any order for a combination of items in excess of \$5,511,940.00; or
- (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

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

I.3 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the contract expiration.

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

SECTION J: LIST OF DOCUMENT, EXHIBITS, AND OTHER ATTACHMENTS