

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM
OFFEROR TO COMPLETE BLOCKS 17, 17, 23, 24, & 30

1. REQUISITION NUMBER: _____ PAGE OF: 1 28
 2. CONTRACT NO.: TOFS-10-B-0001
 3. AWARD EFFECTIVE DATE: 12/22/2009
 4. ORDER NUMBER: _____
 5. SOLICITATION NUMBER: _____
 6. SOLICITATION ISSUE DATE: _____

7. FOR SOLICITATION INFORMATION CALL: **ANGELA CHIU**
 b. TELEPHONE NUMBER: _____ (No codes or exts)
 8. OFFER DUE DATE/LOCAL TIME: _____

9. ISSUED BY: OFS
 DEPARTMENT OF THE TREASURY
 1500 PENNSYLVANIA AVE., N.W.
 WASHINGTON DC 20220
 10. THIS ACQUISITION IS:
 UNRESTRICTED OR SET ASIDE FOR
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS SOLE SOURCE
 NAICS: 541110
 SIZE STANDARD: \$7.00
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: _____
 12. DISCOUNT TERMS: _____
 13a. THIS CONTRACT IS A RATED ORDER UNDER CPAS (15 CFR 700): _____
 13b. RATING: _____
 14. METHOD OF SOLICITATION: RFO IFB RFP

15. DELIVER TO: _____ CODE: _____
 As Indicated On Each Call
 16. ADMINISTERED BY: OFS
 DEPARTMENT OF THE TREASURY
 1500 PENNSYLVANIA AVE., N.W.
 WASHINGTON DC 20220

17a. CONTRACTOR OFFEROR: HUGHES HUBBARD & REED LLP
 Attn: Charles W. Cohen
 One Battery Park Plaza
 New York NY 10004
 CODE: 072650352 FACILITY CODE: _____
 18a. PAYMENT WILL BE MADE BY: _____ CODE: OFS
 As Indicated On Each Call
 TELEPHONE NO: 212-937-6856

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER: _____
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: _____ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-23P-0172P Document Production Services and Litigation Support for the Department of the Treasury, Office of Financial Stability (OFS) Period of Performance: 12/22/2009 to 12/22/2014 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: As Indicated On Each Call
 26. TOTAL AWARD AMOUNT (For Govt Use Only): \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA: _____ ARE NOT ATTACHED.
 X 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA: _____ ARE X ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 X 29. AWARD OF CONTRACT REF. OFFER DATED: _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR: *Charles W. Cohen*
 31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER: *Patrick Breen*

30b. NAME AND TITLE OF SIGNER (Type or print): CHARLES W. COHEN, PARTNER
 30c. DATE SIGNED: 12/24/09
 31b. NAME OF CONTRACTING OFFICER (Type or print): PATRICK BREEN
 31c. DATE SIGNED: 12/23/09

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED. ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 42a. RECEIVED BY (*Print*) _____
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42b. RECEIVED AT (*Location*) _____
 42c. DATE REC'D (*YY/MM/DD*) _____ 42d. TOTAL CONTAINERS _____

TOFS-10-B-0001

**Document Production Services and Litigation Support
for the Department of the Treasury,
Office of Financial Stability (OFS)**

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SECTION I:**STATEMENT OF WORK****Document Production Services and Litigation Support
for the Department of the Treasury,
Office of Financial Stability (OFS)****1. Background**

The United States Department of the Treasury Office of Financial Stability (OFS) was created by the Emergency Economic Stabilization Act of 2008 (EESA). OFS's mission is to establish and administer programs to purchase, and to make and fund commitments to purchase, troubled assets from any financial institution, on such terms and conditions as are determined by the Secretary of the Treasury, and in accordance with EESA and the policies and procedures developed and published by the Secretary.

The United States Department of the Treasury has identified a requirement to capture (electronically or by scanning), aggregate, and manage significant volumes of electronic files (e-mails and documents in various electronic formats) and paper records related to all of OFS's programs and operations so that the resulting solution facilitates prompt and efficient responses to requests for information, including requests for records that must be reviewed and redacted prior to disclosure (e.g., Freedom of Information Act (FOIA); litigation discovery).

2. Objective and Scope

The objective of this Blanket Purchase Agreement (BPA) is to acquire document production and disclosure services, principally to support OFS's legal, FOIA discovery, and administrative operations, which are responsible for promptly responding to discovery requests, FOIA requests, requests for records from the Treasury Inspector General and the Special Inspector General for the Troubled Asset Relief Program, the Congressional Oversight Panel, Congressional Committees having oversight jurisdiction, and similar requestors. Although many OFS documents contain sensitive data that must be protected from disclosure, a concurrent objective is to promote OFS program transparency by making all OFS records that can be totally or partially publicly released readily accessible via an on-line electronic reading room or similar methods.

The scope of the Contractor services in this Statement of Work (SOW) includes the following types of activities:

- Capturing or taking delivery and de-duplicating existing electronic files;
- Scanning of black-and-white, color or mixed paper documents in either loose/boxed or bounded form;

- Creating electronic document images using an OFS-defined format and file naming convention;
- Performing optical character recognition (OCR) on electronic document images;
- Converting OCR electronic document images into PDF format;
- Organizing scanned document images and associated OCR text into electronic databases that allow for prompt and efficient retrieval in response to FOIA discovery, and other document requests;
- Extracting electronic document images, OCR text and e-discovery databases onto optical or magnetic computer media;
- Encrypting electronic document images, OCR text and e-discovery databases prior to delivery/shipping of optical or magnetic computer media; and
- Shipping optical or magnetic computer media containing OFS electronic document images, OCR text and e-discovery databases to locations within the United States.

3. Tasks

In support of the objectives above, and activities listed below, the contractor shall furnish all resources, management, supervision, and services (except for Government furnished items) necessary to perform and provide work in accordance with Section I of the blanket purchase agreement and individual task orders.

Task orders may assign the Contractor any of the following activities in support of the BPA objectives described above:

3.1 Prepare Documents for Off-Site Scanning; Take Delivery of Paper Documents

The contractor shall scan OFS documents at its own facilities. For scanning, the Contractor shall:

- Box all loose documents in boxes to be supplied by the Contractor;
- Mark and label all document boxes with OFS task order number, short project name to be supplied by the Contracting Officer's Technical Representative (COTR), COTR's name and telephone number, and a unique box identifier to be supplied by the Contractor;
- Use a chain-of-custody form to be supplied by OFS to identify each document container supplied to the Contractor under the task order and to be used to track the physical location of each box at all times;

- Transport OFS documents securely to the Contractor's site using methods that assure the integrity of the tracking process, and the security and protection of the documents;
- Track the physical location of each OFS document container at all times while it is in the Contractor's custody using the chain-of-custody form; and
- Provide secure storage of OFS documents and electronic data as described in Section 4.4 of the BPA.

3.2 Scan Documents and Create Electronic Document Images

For all scanning, the Contractor shall:

- Prepare the documents for imaging, so that they can be imaged and returned to OFS in their original condition. The Contractor shall remove staples and other bindings. The Contractor shall mark the boundaries of documents by inserting bar code sheets/target sheets at the beginning of each document. The Contractor shall treat blank colored pages as document boundaries, and replace them with appropriate bar code sheets/target sheets;
- Create single page electronic group IV TIFF images of hard copy document pages for all OFS documents;
- Image all pages of all documents, including both sides of double-sided documents. The Contractor shall reduce oversize pages 11 x 17" or smaller to standard letter size (8½ x 11") image files. The Contractor shall image oversize documents larger than 11 x 17" to 8½ x 11" image files. The Contractor shall image all documents in the orientation (portrait or landscape) of the original document. The Contractor shall ensure that the images are correctly oriented and are not skewed or partially rotated;
- Image documents at 300 dots per inch (dpi), unless special scanning at 600 dpi or other resolution is directed in the task order. The Contractor shall image documents in black and white, unless otherwise directed via the task order;
- Electronically endorse image files with Bates numbers if so directed in the task order. Physically label document pages with Bates numbers prior to scanning if so directed in the task order. Bates numbers shall be in the format of "OFS-AAA-BBB-00000001," where "AAA" is the project code identifier to be supplied by the COTR, "BBB" the box identifier that shall be used if the COTR so directs and "00000001" is the sequential page number. The sequential page number shall be an 8-digit number reflecting the order the pages appeared in the box. Bates numbers shall be unique for each task order. The Contractor shall ensure that the electronically endorsed Bates number does not cover over or obscure any of the information in a document. Images will be reduced to no less than 98% of original size to provide space to apply Bates numbers at the bottom right of each page. The Contractor shall establish quality control procedures to ensure that there are no gaps or duplicates in the Bates numbering for a task order;

- Electronically endorse each image file with the phrase “Sensitive But Unclassified”;
- Electronically flag documents that have “sticky notes.” The Contractor shall set the “sticky notes” custom document tag to ‘Y’ if there is a “sticky note” or flag attached to any page of the document. Flags or “sticky notes” without writing or with pre-printed labels such as “Sign Here” may be discarded. Flags or “sticky notes” with handwritten or typed text and/or drawings shall be scanned to TIFF images inserted into the output stream immediately following the TIFF image of the document page to which the “sticky notes” or flags were attached. Flags or “sticky notes” with handwritten or typed text and/or drawings shall be re-attached to the document page in their approximate original location following scanning;
- Implement a quality assurance process for the scanned documents to ensure, through sampling, that electronic document images are complete, legible, and as usable as the original paper documents; and
- Place scanned pages back in the box from which they came in the original order and collate. If directed by the COTR, the Contractor shall rebind documents after imaging. The Contractor shall rebind documents as close to the original binding as practicable.

3.3 Apply Optical Character Recognition to the Electronic Document Images

The Contractor shall perform machine-only OCR on images created from paper documents to create ASCII text files. The Contractor shall:

- Use state-of-the art methods and software to optimize the quality of the delivered text;
- Unless otherwise directed by the COTR, produce a single ASCII text file for each original OFS document;
- Perform zonal OCR on document pages with text in columns, when so directed in the task order;
- Embed the OCR’ed text in tagged PDF files, when PDF format is requested in the task order; and
- Implement a quality assurance process for the OCR process to ensure, through sampling, that an average of at least 90% printed-word recognition accuracy has been achieved.

3.4 Create PDF Files from Electronic Document Images

The Contractor shall convert OFS electronic document images into multi-page PDF files. If optical character recognition is performed on document images under the task order, delivered PDF files shall be in ‘PDF with Underlying Text’ format.

3.5 Create Concordance Databases from Electronic Document Images and OCR Text

The Contractor shall supply the electronic document images and corresponding searchable text files resulting from work under Tasks 3.2 and 3.3 in a database format that readily allows the information in the files to be identified, organized, and analyzed for use in discovery and in response to other information requests, such as *Concordance*®, *Summation*®, *IPRO*®, or a similar format whose databases shall include beginning Bates number, ending Bates number, beginning image identifier, ending image identifier, file title, sticky note (see Task 3.1), box label (see Task 3.1), OCR text, and OCR text2.

3.6 Document Review and Recommendation of Releasable Documents

The Contractor shall provide legal document review making recommendations if documents are responsive to specific document requests received in the OFS, are non-responsive to specific requests, require/do not require redaction, are responsive but are not releasable by OFS. Responsive documents requiring information to be withheld will be marked to reflect each proposed redaction and the justification for the redaction. All documents will be provided back to the OFS for final review and release to the requesting party.

3.7 Deliver Work Products on Optical or Magnetic Media

The Contractor shall deliver electronic files produced under this Contract to the OFS or OFS-designated third parties on CDs, DVDs, or portable hard drives, or any combination thereof, as specified in the task order. If portable hard drives are selected as a delivery option, OFS shall supply the hard drives and a data encryption product that the Contractor shall utilize to ensure data confidentiality. If CDs or DVDs are selected as a delivery option, the Contractor shall use a method approved in advance by OFS's Chief Information Security Officer (CISO) to encrypt data stored on optical media. The National Institute of Standards and Technology (NIST) FIPS 140-2 encryption standard shall apply to the Contractor's encryption technology, however the Contractor may propose alternatives to FIPS 140-2 encryption technology which will be evaluated by the CISO on a case-by-case basis.

The Contractor shall deliver all CDs, DVDs, or portable hard drives to the OFS or OFS-designated third parties using hand delivery or via shipping method that assures tracking integrity and the security and protection of the documents or media, and information in them.

For CDs, DVDs or portable hard drives delivered by hand, the Contractor shall:

- Deliver optical or magnetic media only to specific OFS employees or third-party representatives designated in advance by the COTR;
- Provide the designated receiving OFS employee or third-party representative with a document manifest identifying the material being delivered on CD, DVD, or portable hard drives; and
- Obtain a signed delivery receipt from the receiving OFS employee or third-party representative.

3.8 Deliver Paper Copies of OFS Electronic Document Images

The Contractor shall deliver paper copies of electronic document images produced under this Contract to the OFS or OFS-designated third parties as specified in the task order.

The Contractor shall deliver all paper document copies produced under this Contract to the OFS or OFS-designated third parties using hand delivery or via shipping method that assures tracking integrity and the security and protection of the documents or media, and information in them.

For paper document copies delivered by hand, the Contractor shall:

- Deliver paper document copies only to specific OFS employees or third-party representatives designated in advance by the COTR;
- Provide the designated receiving OFS employee or third-party representative with a document manifest identifying the paper document copies being delivered; and
- Obtain a signed delivery receipt from the receiving OFS employee or third-party representative.

3.9 Return Documents to OFS Custody; Erase Electronically-Stored OFS Information

At the conclusion of task orders, the Contractor shall return all OFS documents in their original folder and box organization. The Contractor shall:

- Transport OFS documents either in Contractor's own vehicles, or via a shipping method that assures tracking integrity and the security and protection of the documents or media, and information in them.
- Deliver original OFS documents only to specific OFS employees designated in advance by the COTR;
- Provide the designated receiving OFS employee with a chain-of-custody form identifying each document container being returned by the Contractor; and
- Obtain a signed delivery receipt from the receiving OFS employee.

The Contractor shall not retain any OFS documents in either paper or electronic media format at the conclusion of a task order. Left-over optical media containing OFS documents (CDs, DVDs) shall be shredded. The Contractor shall use a method approved in advance by OFS's Chief Information Security Officer to sanitize ("secure erase") OFS information on Contractor-owned storage media (e.g. computer hard drives, portable hard drives). The Contractor shall certify media destruction and/or sanitization using a form to be supplied by OFS's CISO.

4. 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. Processing center must be located within the United States and be FISMA compliant.

4.1 Access

The Contractor shall provide physical access to its facilities to OFS and its representatives for review of progress, independent quality control, participation in performance and security reviews, and discussion of emerging issues. If necessary, the Contractor shall make its staff available for interviews associated with OFS's completion of a Certification and Accreditation review under the Federal Information Security Management Act (FISMA). The contractor employees and agents will comply with TD P 15-71 and will be required to complete a Non-Disclosure Agreement required for conditional access to Sensitive but Unclassified Information (see Attachment 2).

4.2 Policies

The Contractor shall provide the OFS with copies of its:

- Information Security policies;
- Personnel Security policies; and
- Physical Security policies

4.3 Non-Disclosure Requirements

All Contractor 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 the attached Non-Disclosure Agreement (Attachment 2) and return it to the Contracting Officer before being given access to such information or documents.

4.4 Contractor Personnel Security

4.4.1 Pre-Screening of Personnel and Removal of Unacceptable Personnel

The Contractor shall ensure that all applicable personnel working on this task order, including subcontractors, meet the following security requirements for contractors to protect against unauthorized disclosure of Sensitive But Unclassified (SBU) data. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a.

- 1) All applicable personnel shall be United States citizens or have lawful permanent resident status.
- 2) All applicable personnel shall be subject to a National Agency Check, Law and Credit (NACLC) investigation in accordance with the Department of the Treasury Security Manual (TD P 15-71). Applicable personnel shall not begin working on this Task Order until all security forms have been properly completed and submitted to the Contracting Officer's Technical Representative for processing, as follows:
 - a) Completed fingerprint cards
 - b) Non-disclosure Agreement
 - c) Fair Credit Reporting Act Release
 - d) SF 85-P, "Questionnaire for Public Trust Positions"
- 3) Applicable personnel shall wear Treasury issued identification badges when working in Government facilities.
- 4) Applicable personnel who undergo NACLC investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The Government reserves the right to determine if a Contractor employee assigned to a task shall continue with the task. The Contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the NACLC investigation requirement.

4.4.2 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.

5.0 Overtime

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

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

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

6.0 Place of Performance

All work under this BPA will be done at the contractor's facilities.

7.0 Task Orders and the Task Order Process

All work to be performed under this BPA will commence with the issuance of task orders as requirements within the scope of this SOW arise. This process will commence with the submission of a request for task order proposal submitted via e-mail to the contractor by the Contracting Officer. The request will specifically identify the Treasury requirements for the project as contained generally in a statement of objectives, identify the project deadline including a detailed project schedule if one exists, and will state the date on which the Treasury needs to receive a response from the contractor for this requirement. The contractor will submit a response to the Contracting Officer or the cognizant Contract Specialist by the request due date for a task order proposal. The contractor's response shall include a proposed project plan, identify any resources to be utilized, and include a detailed breakdown of pricing consistent with the rates established in Section II of the BPA. Upon submission of a proposal for the requirement by the contractor, the Treasury will evaluate the proposal to ensure that all Treasury requirements have been met. The Treasury may request a revised proposal. When the contractor proposal has been revised to the satisfaction of the Treasury, a task order will be issued. Task orders will be in writing and will be issued by the Contracting Officer.

- a. Generally, task orders will be issued using a performance-based Statement of Objectives (SOO) that describes the Treasury's desired outcome(s).
- b. The contractor in response shall offer:
 - (1) A statement of work for satisfying the outcome(s).

- (2) Proposed performance measurement(s) or other metric(s) to determine achievement of the objective.
- (3) Delivery date(s) or period of performance.
- (4) Proposed price in accordance with pricing established in this BPA.
- (5) Specific timeframe and details as necessary for actual performance measurement to determine acceptance.

The contractor's quote will be evaluated and discussions may be held, as needed, prior to issuance of an order. Generally, task orders will be issued within seven workdays from receipt of an acceptable offer from the contractor.

- c. The performance measurements shall be in direct support of the objectives. The individual task order will specify the compensation for meeting, exceeding or failing to achieve the objective to which the parties have agreed. While it is expected that most task orders will include a performance measurement or metric(s), it is recognized some tasks may not be appropriate for measurement.
- d. The quoted price shall be supported by the fixed service fees and estimated hours and associated labor category, as applicable, estimated travel costs, other direct costs, if any, and delivery schedule. Rates used in task order estimates shall be in accordance with the pricing established in this BPA. The performance measures agreed to and included in any task order will be the basis for acceptance of the contractor's work by the government.
- e. All deliverables (products) will be identified in individual task orders.
- f. Task orders will either be firm-fixed-price, or labor hour.

8.0 Deliverables

The specific deliverables required under task orders issued against this BPA will be set forth in the task orders themselves; however, in all cases the deliverables shall be provided to the COTR and the designated Government Task Manager under this contract. It is anticipated that the deliverables will include the following:

8.1 Schedule of Deliverables

8.1.1.1 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;
- e) Monthly activities and accomplishments;
- f) Verification and certification by the Contractor of receipt of executed NDAs from each new employee prior to the start of work; and
- g) Verification and certification by the Contractor that each new employee has received sufficient discussion or training to ensure an understanding of OFS' confidentiality expectations.

Please see sample recommended report at Attachment 1.

8.1.2 Performance Requirements. Performance requirements shall be completed and submitted in accordance with paragraph 10 below

8.1.3 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 BPA

9.0 Other Terms and Conditions

9.2 Cooperating with Other Organizations

The Contractor agrees to cooperate with representatives of other contractors, Federal Reserve Banks, Federal agencies, governmental entities, and other organizations as may be required by the Treasury.

9.3 Labor Rates

Labor provided under this contract and its task orders shall be in accordance with the labor rates and categories provided in Contractor's proposal as set forth in the Labor Rate Table. Labor rates may be lower than but may not exceed those set forth in the Labor Rate Table.

9.4 Public-Release BPA Version Requirement

The contractor agrees to submit, within ten business (10) days from the date the BPA, or any BPA call, is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed BPA or task 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 BPA may be properly withheld.

9.5 Travel and Per Diem

- a) Travel expenses shall only be applicable to orders performed on a Labor Hours basis. All task orders issued on a Firm Fixed Price basis shall be inclusive of travel.
- b) For Labor Hour task orders, 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/fttr.
- c) As a general rule, local travel will not be reimbursed under this BPA. 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 II:

SCHEDULE OF SERVICES AND PRICES

The contractor shall furnish all resources, management, supervision, and services (except for Government furnished items) necessary to perform and provide work in accordance with Section I of the blanket purchase agreement and individual task orders.

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 BPA period of performance referenced in each column heading. The contractor shall complete the following table with labor categories covered by its schedule contract and with the hourly rates from its schedule contract, less any offered discounts. Please add rows as necessary.

LABOR RATE TABLE

Labor Categories	Base Period Hourly Labor Rate	Option Period 1 Hourly Labor Rate	Option Period 2 Hourly Labor Rate	Option Period 3 Hourly Labor Rate	Option Period 4 Hourly Labor Rate	Optional Six-Month Extension of Services
Paralegal						
•						
•						
Associate						
•						
•						
•						
•						
Partner						
•						
•						

REDACTED

Labor Category Descriptions

Partner

- Equity partner in Firm
- Licensed to practice law in one or more states and/or the District of Columbia
- Has supervisory skills to manage complex legal matters and oversee the professional performance of associates, counsel and legal assistants
- Has superior knowledge of the law and has excellent writing and oral skills
- Billable rate dependent upon Partner/Counsel Level

Counsel

- Employee (or retired partner) of Firm
- Licensed to practice law in one or more states and/or the District of Columbia
- Typically has professional skills to manage complex legal matters and oversee the professional performance of associates and legal assistants
- Billable rate dependent upon Partner/Counsel Level

Associate

- Employee of Firm
- Licensed to practice law in one or more states and/or the District of Columbia (or license application pending)
- Experience as a law practitioner
- Has professional skills to undertake legal matters with the supervision of a partner on an "as needed basis"
- Billable rate dependent upon associate year level

Paralegal/Law Clerk

- Employee of Firm
- Generally a college or university graduate and/or recipient of paralegal certification
- Has professional skills to provide assistance to partners, associates and counsel in their respective undertaking of legal matters
- Has coordination skills to arrange legal project teams when appropriate
- Billable at paralegal/law clerk rate

SECTION III:

BLANKET PURCHASE AGREEMENT (BPA) ADMINISTRATION 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 BPA is:

Patrick Breen
Procurement Services Division
U.S. Department of the Treasury
1500 Pennsylvania Avenue, N.W.
ATTN: 799 9th Street N.W., Room 616C
Washington, DC 20002
Phone Number: (202) 622-0248

- 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 BPA, and notwithstanding any clauses contained elsewhere in this BPA, 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 BPA 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:

Tammy McClain

- (b) Performance of work under this BPA 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 BPA price, or the time required for BPA performance;
 - (4) Changes any of the terms, conditions, or specification(s)/work statement of the BPA;
 - (5) Interferes with the contractor's right to perform under the terms and conditions of the BPA; 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 BPA 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 BPA is:

Name: Charles W. Cohen
Office No: 212-837-6856 Fax No: 212-299-6856
E-Mail Address: cohen@hugheshubbard.com

- b. The Contractor shall provide a Project Manager for this BPA who shall have the authority to make any no-cost BPA technical, hiring and dismissal decisions, or special arrangement regarding this BPA. The Project Manager shall be responsible for the overall management and coordination of this BPA 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 period of performance of this Blanket Purchase Agreement will be up to five years from date of award, plus a six-month optional extension of services. The Treasury, at its sole discretion, has the right to reduce the Contractors hours or not to renew optional performance periods.

2.1 FAR 52.217-8 Option to Extend Services (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 60 days.

3.0 Payment Schedule

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

4.0 Deliveries or Period of Performance

- (a) Each task order shall specify the period of performance.
- (b) All deliverables required under each task order shall be shipped F.O.B Destination to the Government address identified in each task order.

5.0 Invoices

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

Department of the Treasury
Office of Financial Management
1500 Pennsylvania Avenue, N.W.
Metropolitan Square Building
6th Floor
Washington, D.C. 20228-0001
- (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 BPA to receive invoices. An invoice must include —
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) BPA number, BPA 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 BPA.
 - (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this BPA.
 - (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, upon which award of this order shall be based, for performance of the effort set forth under the

BPA. 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 individuals named as Key Personnel shall be recommended by the Contractor in its Task Order proposal and subject to approval by the Government prior to award. These individuals shall be in responsible positions so as to allocate and control personnel.
- (2) The Contractor shall identify and propose critical or senior-level Contractor staff assigned to each Task Order.
- (3) For planned Key Personnel replacements, the Contractor shall provide the Government with a minimum of 30 calendar days advance notice. Substitutions or additions to approved key personnel under this BPA shall not be accepted unless specifically approved in writing by the Contracting Officer or a Contracting Officer Technical Representative. Any substitutions and/or additions shall be subject to the terms and conditions of this clause.
- (4) All notification requests for substitutions and additions must provide a justification and detailed explanation of the circumstances necessitating the proposed substitution or addition, a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer needed to approve or disapprove the request. Resumes submitted shall identify the education and experience of the Key Personnel candidate(s) relative to the contract position proposed. At a minimum, resumes shall include the name of the candidate, contract position and labor category level proposed, experience, education, and citizenship status. All proposed substitutes and additions must have qualifications equal to or better than the person to be replaced.

- (c) For purposes of this Blanket Purchase Agreement (BPA), 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 BPA is:

Name: Charles W. Cohen

Office No: 212-837-6856 Fax No: 212-299-6856

E-Mail Address: cohen@hugheshubbard.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 any Task Order issued under

this BPA 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 a Task 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 November 4, 2009 is incorporated by reference into this blanket purchase agreement.

**ATTACHMENT 1
BLANKET PURCHASE AGREEMENT 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 BPA Number (Enter each Task order as a separate entry)

Period of Performance (excluding options)

Enter Date from - to

Reporting Period Update

BPA cost summary

Current BPA 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 BPA 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

BPA 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 BPA.

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

ATTACHMENT 2
NON-DISCLOSURE AGREEMENT

Document Production
Conditional Access to Sensitive but Unclassified Information
Non-disclosure Agreement

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material containing sensitive but unclassified information. I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As 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 Document Production BPA. This approval will permit the 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 on Document Production 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 Document Production, 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.

Name /Title

Date

Signature

This Agreement was accepted by the undersigned on behalf of the Treasury Department (or name of DO/bureau) as a prior condition on conditional access to sensitive but unclassified information.

Department of the Treasury

Date