

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER: 2032H320P00032 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. **FOR SOLICITATION INFORMATION CALL:** a. NAME: STEVEN C. GORDON b. TELEPHONE NUMBER (No collect calls) 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY: IRS non-IT (OTPS) Internal Revenue Service Procurement OS:OCPO:BSA, Stop C7-430 5000 Ellin Road Lanham MD 20706
 CODE: 1-IRS NON-IT
 10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541110
 HUBZONE SMALL BUSINESS EDWOSB
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: \$12.0

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

15. DELIVER TO: TDP
 US DEPARTMENT OF THE TREASURY OFFICE OF BUDGET AND TRAVEL, ATTN:1 1500 PENNSYLVANIA AVE., NW WASHINGTON DC 20220
 16. ADMINISTERED BY: IRS non-IT (OTPS) Internal Revenue Service Procurement OS:OCPO:BSA, Stop C7-430 5000 Ellin Road Lanham MD 20706

17a. CONTRACTOR/OFFEROR: 0 6 4932551 DAVIS POLK & WARDWELL LLP Attn: Randall Guynn 450 LEXINGTON AVE NEW YORK NY 10017-3911
 18a. PAYMENT WILL BE MADE BY: ARC/ASD/IPP

TELEPHONE NO. 212 450 4239
 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
 Submit invoices via the Invoice Processing Platform at www.ipp.gov
 Inquiries call 304-480-8000 #7

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Legal Advisory Services for Section 4003 of the CARES Act. Accounting Info: TDO0101DB2020XX-2020-61000001-251001-TDOS101000000 -TDOSDEL004-XXXXXXXXXXXX-TDO0111-TDOXCOV19-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Legal Advisory Services will be used to consult Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				650,000.00

25. ACCOUNTING AND APPROPRIATION DATA: See schedule 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$650,000.00

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.
 29. AWARD OF CONTRACT: 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: *Handwritten Signature* 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print): RANDALL D. GUYNN 30c. DATE SIGNED: May 1, 2020 31b. NAME OF CONTRACTING OFFICER (Type or print): STEVEN C. GORDON 31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>in the financial status in order to help provide economic stability due to the corona virus</p> <p>The total amount of award: \$650,000.00. The obligation for this award is shown in box 26.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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 _____ 37. CHECK NUMBER _____
 PARTIAL FINAL COMPLETE 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 _____ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____
 42a. RECEIVED BY (Print) _____
 42b. RECEIVED AT (Location) _____
 42c. DATE REC'D (YY/MM/DD) _____ 42d. TOTAL CONTAINERS _____

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 Contract Administration Data

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

- a. CONTRACTOR: **Point of Contact (POC):**
 RANDALL D. GUYNN
 Davis Polk & Wardwell LLP
 450 Lexington Avenue
 New York, NY 10017
 Phone: (212) 450-4239
 Email: randall.guynn@davispolk.com

- b. GOVERNMENT: **Contracting Officer (CO):**
 STEVEN C. GORDON
 Department of the Treasury
 IRS, Procurement
 5000 Ellin Road
 Lanham, MD 20706
 Phone: (240) 613-9766
 Email Address: Steven.C.Gordon@irs.gov

B.2 Type Of Contract

- (a) This is a FIRM FIXED PRICE LEVEL OF EFFORT (FFP LOE) type contract.

- (b) The total fixed price of this contract is \$650,000.00, including disbursements. The contractor shall invoice electronically via the Invoice Processing Platform (IPP). Visit www.IPP.gov for assistance.

- (c) The contractor shall provide a minimum level of effort of 600 attorney hours during the period of performance set forth in B.3. Contractor shall furnish all labor, equipment, materials, and any non-local travel to perform the effort required in accordance with all terms and conditions, provisions and the Statement of Objectives and Schedule.

B.3 PERIOD OF PERFORMANCE

The period of performance shall be from May 1, 2020 through JUNE 12, 2020.

B.4 PRICE/COSTS SCHEDULE

CLIN	DESCRIPTION	QTY	UNIT	TOTAL PRICE
0001	Legal Advisory Services	1	LOT	\$650,000.00
TOTAL for 6 WEEK PERIOD: \$650,000.00 NTE				

B.5 LIMITATION OF COST

Nothing in this Contract shall obligate the Contractor to take any action which would cause the amount for which the Government would be obligated hereunder to exceed the firm fixed price of this Contract and the Government shall not be obligated to pay the Contractor on account of any work performed hereunder any amount in excess of such sum.

B.6 CORE TEAM

The following Contractor personnel are designated as the Core Team with full authority to act for the Contractor in the performance of the required services.

Randall Guynn, Partner
John Banes, Partner
Jim Florack, Partner

Additionally, the Contractor may provide an estimated three (3) to six (6) Associates as part of the Core Team to support the performance of the required services. In the event that one or more of the Core Team are not available, or become unavailable, the Contractor shall furnish substitute personnel of equal or superior relevant skills.

SECTION C - CONTRACT CLAUSES

C.1 FAR 52.252-2 – Clauses Incorporated by Reference (Feb 1998)

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

(End of clause)

The following clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Number	Title	Date
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2019
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.224-3	PRIVACY TRAINING	JAN 2017

ADDENDUM to FAR 52.212-4 – CONTRACT TERMS AND CONDITIONS –
COMMERCIAL ITEMS (OCT 2018)

The following provisions are incorporated into FAR 52.212-4 as an addendum to this contract:

C.2 FAR 52.217-8 – Option to Extend Services (Nov 1999)

The Government may require, with the agreement of the Contractor, continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. If Contractor agrees, the Contracting Officer may exercise the option by written notice to the Contractor within 10 days of contract expiration.

(End of clause)

C.3 Contracting Officer (CO)

- (a) The CO is STEVEN C. GORDON, Steven.C.Gordon@irs.gov.
- (b) In accordance with FAR 1.602, the CO has the authority to enter into, administer, or terminate contracts.
- (c) The CO is responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships.
- (d) Only a warranted Contracting Officer is authorized to change the specifications, price, terms, or conditions of this contract. No payments will be made for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a warranted Contracting Officer.

(e) Requests for changes to the contract must be emailed to the CO.

C.4 DTAR 1052.201-70 Contracting Officer's Representative (COR) Appointment and Authority (Apr 2015)

(a) The COR is THOMAS FUNKHOUSER, Thomas.Funkhouser@treasury.gov.

(b) Performance of work under this contract is subject to the technical direction of the COR 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, and/or 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 contract specification(s)/work statement. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled “Changes”;

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the Contractor's employees.

(d) Technical direction may be oral or in writing. The COR must 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 COR. If, in the opinion of the Contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government workday.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled “Disputes.”

(End of clause)

C.5 DTAR 1052.210-70 – Contractor Publicity (Apr 2015)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered as part of the evaluation of past performance.

(End of clause)

C.6 DTAR 1052.232-7003 - Electronic Submission of Payment Requests (Apr 2015)

(a) Definitions. As used in this clause—

(1) “Payment request” means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

C.7 Accessibility of Electronic and Information Technology

IR1052.239-9000 Section 508 Information, Documentation and Support (Dec 2019)

In accordance with 36 CFR, Appendix C to Part 1194, [the information and communication technology \(ICT\)](#) products and product support services documentation furnished in performance of this contract shall be provided at no additional cost. The contractor shall provide information, documentation, and support relative to the supplies and services as described in the statement of work, performance work statement or statement of objectives (select one). The following technical standards and provisions have been determined to be applicable to this contract:

Chapter 6: Support Documentation and Services

- 601 General
 - 601.1
- 602 Support Documentation
 - 602.1 602.2 602.3 602.4
- 603 Support Services
 - 603.1 603.2 603.3

(End of clause)

IR1052.239.9002 Section 508 Services (Dec 2019)

All contracts, solicitations, purchase orders, delivery orders and interagency agreements that contain a requirement of services which will result in the delivery of a new or updated [information and communication technology \(ICT\)](#) item/product must conform to the applicable provisions of the appropriate technical standards in 36 CFR, Appendix C to Part 1194, and functional performance criteria in 36 CFR Chapter 3, unless an agency exception to this requirement exists at [E202 General Exceptions](#).

The following technical standards and provisions have been determined to be applicable to this contract:

Chapter 7: Referenced Standards

- 701 General
 - 701.1
- 702 Incorporation by Reference
 - 702.1 702.2 702.3 702.4 702.5 702.6 702.7 702.8 702.9 702.10

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the ICT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria (36 CFR Chapter 3) apply to this contract.

Chapter 3: Functional Performance Criteria

- 301 General
 - 301.1
- 302 Functional Performance Criteria
 - 302.1 302.2 302.3 302.4 302.5 302.6 302.7 302.8 302.9

(End of clause)

IR1052.239-9003 Section 508 Accessibility of Information and Communication Technology (100% Compliance) (Dec 2019)

Each information and communication technology (ICT) product or service furnished under this contract shall comply with the Information and Communication Technology Accessibility Standards (36 CFR, Appendix C to Part 1194). If the Contracting Officer determines any furnished products or services are not in compliance with the contract, the Contracting Officer will apply the remedies described under FAR 52.246-2, Inspection of Supplies – Fixed Price or FAR 52.246-4, Inspection of Services – Fixed Price.

The following technical standards and provisions have been determined to be applicable to this contract:

X Chapter 7: Referenced Standards

X 701 General

X 701.1

X 702 Incorporation by Reference

X 702.1 702.2 702.3 702.4 702.5 702.6 702.7

702.8 702.9 X 702.10

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the ICT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria (36 CFR Chapter 3) apply to this contract.

X Chapter 3: Functional Performance Criteria

X 301 General

X 301.1

X 302 Functional Performance Criteria

X 302.1 X 302.2 X 302.3 X 302.4 X 302.5 X 302.6 X

302.7 X 302.8 X 302.9

(End of clause)

C.8 FAR 52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items (Jan 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further

Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5)[Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

__ (10)[Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (Jan 2011) of 52.219-4.

__ (13)[Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

__ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4))

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Nov 2016) of 52.219-9.

__ (v) Alternate IV (Aug 2018) of 52.219-9

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2019) (15 U.S.C. 657f).

___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O.11755).

X (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).

___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

___ (28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

Notice: The following terms of the above clause are waived for this contract: subparagraph (c)(2), (c)(3), (c)(4), (c)(5)(ii), (c)(6), (c)(8), and the phrase "on-site compliance evaluations and" in (c)(9).

___ (29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

___ (ii) Alternate I (July 2014) of 52.222-35.

Notice: The following terms of the above clause are waived for this contract: in subparagraph (b), the phrase "and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans"; additionally, in subparagraph (b), the phrase "requirements of the equal opportunity clause at 41 CFR 60-300.5(a)" shall be interpreted to exclude in full paragraphs 2-7, 9-10, and 12 of 41 CFR 60-300.5(a), and the phrase "take affirmative action to employ, advance in employment and otherwise" from paragraph 1 of 41 CFR 60-300.5(a).

___ (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

___ (ii) Alternate I (July 2014) of 52.222-36.

Notice: The following terms of the above clause are waived for this contract: in subparagraph (a), the phrase “and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities”; additionally, in subparagraph (a), the phrase “requirements of the equal opportunity clause at 41 CFR 60-741.5(a)” shall be interpreted to exclude in full paragraphs 4-5 and 7 of 41 CFR 60-741.5(a), and the phrase “take affirmative action to employ and advance in employment individuals with disabilities, and to” from paragraph 1 of 41 CFR 60-741.5(a).

___ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

___ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).

___ (45)(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

___ (46) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

___ (47)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (48) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

___ (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

___ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

___ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

__ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

__ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further

Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).

Notice: The following terms of the above clause are waived for this contract: subparagraph (c)(2), (c)(3), (c)(4), (c)(5)(ii), (c)(6), (c)(8), and the phrase “on-site compliance evaluations and” in (c)(9).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

Notice: The following terms of the above clause are waived for this contract: in subparagraph (b), the phrase “and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans”; additionally, in subparagraph (b), the phrase “requirements of the equal opportunity clause at 41 CFR 60-300.5(a)” shall be interpreted to exclude in full paragraphs 2-7, 9-10, and 12 of 41 CFR 60-300.5(a), and the phrase “take affirmative action to employ, advance in employment and otherwise” from paragraph 1 of 41 CFR 60-300.5(a).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

Notice: The following terms of the above clause are waived for this contract: in subparagraph (a), the phrase “and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities”; additionally, in subparagraph (a), the phrase “requirements of the equal opportunity clause at 41 CFR 60-741.5(a)” shall be interpreted to exclude in full paragraphs 4-5 and 7 of 41 CFR 60-741.5(a), and the phrase “take affirmative action to employ and advance in employment individuals with disabilities, and to” from paragraph 1 of 41 CFR 60-741.5(a).

- (xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
 - (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
 - (xiv) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).
 - (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
 - (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
 - (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
 - (xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (B) Alternate I (Jan 2017) of 52.224-3.
 - (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

SECTION D – CONTRACT ATTACHMENTS

Attachment No. 1 – Statement of Objectives
Attachment No. 2 – Supplemental Agreement

**Department of Treasury
Office of General Counsel (Banking & Finance)
Legal Advisory Services**

Statement of Objectives (SOO)

C.1 BACKGROUND

The spread of the coronavirus has disrupted activity throughout the United States and caused significant volatility in financial markets. In furtherance of its mission to ensure the safety and soundness of the U.S. financial system, the Treasury is considering the immediate implementation of a new federal financial assistance program for air carriers to respond to the economic risks.

This action is authorized pursuant to the President's declaration regarding a national emergency concerning the novel coronavirus disease (COVID-19) under section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"). As a result of this emergency declaration, the flexibilities identified in FAR 18.202, "Defense or recovery from certain events," are available for use in supporting response efforts to COVID-19. These flexibilities include increases to the micro-purchase threshold, the simplified acquisition threshold, and the threshold for using simplified procedures for certain commercial items

C.2 SCOPE OF WORK

Treasury seeks a contractor to provide legal expertise and advice in structuring and documenting transactions for loans and loan guarantees under section 4003 of the CARES Act. In particular, these services would pertain to transactions with (1) businesses critical to maintaining national security and (2) ticket agents (as defined in 49 USC 40102). Transactions may involve a portfolio of assets that Treasury will acquire, invest in, or guarantee. Such assets may include secured or unsecured debt obligations, asset-backed securities, equity interests, or warrants, among others. Treasury seeks advice regarding the form, structure, and terms and conditions to be included in the transaction documentation. All such documentation must comply with applicable laws and regulations, including applicable Treasury regulations, and best practices.

The contractor may be tasked with providing expert advice and guidance with respect to loans, equity investments, and other direct or indirect investments; developing legal documentation with respect to loans, equity investments, and other direct or indirect investments; negotiating relevant transactions; and performing related legal services within the general contract scope.

Treasury's policy goals for the program are to (1) provide stability and prevent further disruption to the financial markets and financial system, (2) ensure the availability of credit and liquidity, and (3) protect the interests of taxpayers. The specific strategies may change over time but will be consistent with these policy goals. To the extent practicable, the program will be managed to limit the potential for losses.

Treasury may publicly publish the transaction documentation before or after consummation of the transactions.

Specific services may include, but not be limited to:

- Advising on transaction structuring, including for various types of financial interests and guarantees, and drafting transaction documents.
- Advising on compliance requirements for the program, including internal controls.
- Developing documentation. Preparing drafts of all transaction documentation.
- Responding to comments on the draft transaction documentation, including from Treasury, counterparties, other federal agencies, or members of the public.
- Helping identify conflicts of interest and providing advice on transparency, conflict mitigation, and disclosure.
- Assisting with the preparation of reports to oversight bodies.
- Providing other related legal advisory services identified by Treasury.
- Providing for all necessary information technology to support the services above.

Services must begin immediately upon selection and contract execution.

The contractor shall not perform any inherently governmental functions (e.g., approving or making decisions) associated with the requirement. In all activities where the Contractor may represent its government customer positions, the contractor shall make it clear that he or she is not a government employee.

C.3 GENERAL

On-site services in Washington, D.C. may be required. The government may require the contractor to conduct local travel supporting meetings within the DC/VA/MD area. Such travel is considered local and will not be separately reimbursed under the contract.

Circumstances may require the Contractor to provide services outside normal duty hours.

The firm will be required to complete deliverables in the form of written reports, program documents, options papers, face-to-face presentations, verbal recommendations, and implementation of approved recommendations, as directed by Treasury.

The firm will be required to provide transition services at the conclusion of the performance period and cooperate in good faith with Treasury to ensure an orderly transfer of knowledge, functions, records, and data to any successor.

SUPPLEMENTAL AGREEMENT

This supplemental agreement (“Supplemental Agreement”) supplements and is part and parcel of that certain Firm Fixed-Price Level of Effort (FFP LOE) Type contract for legal advisory services dated May 1, 2020 (the “Contract”) between the United States of America and Davis Polk & Wardwell LLP and its associated entities (the “Contractor”), with the United States Department of the Treasury as the Contractor’s client (the “Client”). The parties acknowledge that the Contract, including this Supplemental Agreement, is a contract for the acquisition of commercial items within the meaning of the definition at Federal Acquisition Regulation 2.101. In particular, they are “services of a type offered and sold competitively in substantial quantities in the commercial marketplace.” This Supplemental Agreement provides the terms and conditions under which the Contractor customarily provides legal services of this nature in the commercial marketplace.

Scope of Legal Services

The Contractor will act as special counsel to the Client in connection with the matters set forth in the Contract, which for the avoidance of doubt will consist of legal services related to the portion of the Client’s financial assistance program authorized by Section 4003(b)(1) (ticket agents) and (3) of the Coronavirus Economic Stabilization Act of 2020.

The parties agree that the Contractor is not providing information and communication technology (ICT) items. The requirements related to Section 508 of the Rehabilitation Act and implementing regulations, including Department of Treasury regulations and the Internal Revenue Service Acquisition Policy are limited to providing all reports in one or more of the following approved formats: Adobe, Word, Excel, and PowerPoint.

Identification of the Client

The Contractor has been engaged to undertake the representation of the Client and only the Client. The Contractor has not been retained to represent, and does not have an attorney-client relationship with: (i) any officer, director, employee or agent of the Client; (ii) the Internal Revenue Service, the Financial Crimes Enforcement Network, the Office of Foreign Assets Control or the Office of the Comptroller of the Currency; (iii) any department, agency or subdivision of the United States of America other than the Client; or (iv) the United States of America. As a consequence and as provided below, the Contractor may, during the representation of the Client, continue or take on representations of other clients which are adverse to any such individuals or entities (the “Client Affiliates”).

Fee and Billing Matters

The Contractor’s fees for legal services for this engagement will be a fixed fee of \$650,000 for the level of effort described in section B.2 of the Contract.

Conflicts and Consents

The Contractor is not aware of any other representations by the Contractor that preclude the Contractor from undertaking this engagement or adversely affect the Contractor's ability to complete it. The Client is not aware of any information to the contrary.

The Contractor also represents and in the future will represent a large number of other clients in a wide variety of legal matters. Some such clients may have interests that are contrary to the Client's interests. It is possible that, during the time the Contractor is working for the Client, an existing or future client may seek to engage the Contractor in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which such client's interests are or potentially may become adverse to the Client's interests.

The Client agrees that, in matters that are not substantially related to those in which the Contractor has been or may in the future be engaged by the Client, that is, in circumstances in which any of the Client's confidential data or information, as normally would have been obtained by the Contractor in its representation of the Client, would not be material to any matter adverse to the Client that the Contractor might accept from another client, the Contractor may represent current or future clients in general or on specific matters where the interests of the parties are different from, inconsistent with, or adverse to, the Client's interests, including, without limitation, in negotiations, acquisitions, dispositions and other transactions, litigation, alternative dispute resolution and administrative proceedings, and other legal matters ("Adverse Representations"). The Client consents to, and waives any objection with respect to, such Adverse Representations, and agrees that it will not assert that the Contractor's representation of the Client in this or any other matter or the Contractor's possession of confidential information obtained from the Client, provides a basis for disqualifying the Contractor from representing another party in an Adverse Representation or otherwise constitutes a breach of any obligation or duty that the Contractor may owe to the Client.

In addition, recognizing that the Contractor also represents other clients who are expected to be eligible to obtain loans, equity investments or other forms of financing or support available under the program as described in Attachment No. 1 hereto (the "Program" and any such financing or support, "Program Financing"), the Client agrees that the Contractor may advise other clients in connection with the terms and conditions, compliance requirements and other aspects of applying for and securing Program Financing only with the Client's further express consent and may not act for any other client in negotiations where the Contractor is representing the Client; provided, however, that (1) any attorney who has advised the Client in connection with a specific facility or other distinct component of the Program will not advise another client in connection with obtaining Program Financing under the same facility or component of the Program and (2) the Contractor implements customary internal restrictions and other procedures reasonably designed to prevent the sharing or use of confidential data or information obtained by the

Contractor in its representation of the Client with attorneys or other individuals engaged in advising another client in connection with any Program Financing as permitted by this sentence.

Similarly, with respect to this matter, the Client consents to the Contractor's representation despite the fact that one or more counterparties or other adverse parties in this matter are or may become clients of the Contractor on matters that are not substantially related to the Contractor's work for the Client. The Contractor confirms that the Contractor will not disclose or use any confidential information that the Contractor has obtained from the Client without its prior consent and will not otherwise use or disclose any such confidential information in connection with any Adverse Representation.

This consent is intended solely to address restrictions that might otherwise be imposed on the Contractor by applicable rules of professional conduct. It does not waive any requirements established by the Federal Acquisition Regulation, including those set forth in FAR Subpart 9.5. If the Contractor becomes aware of facts that may indicate the existence of an organizational conflict of interest as defined in FAR section 2.101, it shall immediately disclose those facts to the Contracting Officer. Any such disclosure shall be made in a manner consistent with the contractor's professional obligations to its other clients.

This waiver is effective only if the Contractor concludes in the Contractor's professional judgment it is consistent with the requirements of the applicable Rules of Professional Conduct. In performing its analysis, the Contractor will also consider factors including (a) the nature of any conflict; (b) the Contractor's ability to ensure that the confidences and secrets of all involved clients will be preserved; and (c) the Contractor's relationship with each client. In examining its ability to ensure that the confidences and secrets of all involved clients will be preserved, the Contractor will as appropriate establish an ethical screen or use different teams of lawyers for the Client and the party adverse to the Client in the transaction.

Further, the Client agrees that the Contractor may continue or accept new representations, including negotiations, acquisitions, dispositions and other transactions, litigation, alternative dispute resolution and administrative proceedings, that are adverse to Client Affiliates as discussed above at the end of the section "Identification of the Client."

In addition, the Contractor may consult at the Contractor's own expense with lawyers at the Contractor or elsewhere with respect to the Contractor's own ethical and professional obligations with respect to the Contractor's representation of the Client. The Client consents to such consultations, waives any conflict of interest relating thereto, and agrees that such consultations are protected by the Contractor's own attorney-client privilege.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 06/12/2020	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE IRS non-IT (OTPS) Internal Revenue Service Procurement OS:OCPO:BSA, Stop C7-430 5000 Ellin Road Lanham MD 20706	1-IRS NON-IT (OTP)	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DAVIS POLK & WARDWELL LLP Attn: Randall Guynn 450 LEXINGTON AVE NEW YORK NY 10017-3911		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0 6 4932551 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. 2032H320P00032	
		10B. DATED (SEE ITEM 13) 05/01/2020	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.


CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4 (c)


E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification hereby:
 1. Extends the period of performance by six weeks. B.3. is replaced to read: "The period of performance shall be from May 1, 2020 through July 24, 2020."
 2. Replaces "TOTAL for 6 WEEK PERIOD" in B.4. table with "TOTAL".
 All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEVEN C. GORDON	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 6/13/2020	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 21PR-TDP-0169		PAGE OF 1 17			
2. CONTRACT NO. 2032H321C00010		3. AWARD/ EFFECTIVE DATE 06/29/2020		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME STEVEN GORDON			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY CODE 1-IRS NON-IT IRS non-IT (OTPS) Internal Revenue Service Procurement OS:OCPO:BSA:HQ, Stop C7-430 5000 Ellin Road Lanham MD 20706			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:						
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO CODE ESF ESF US DEPARTMENT OF THE TREASURY-DEPAR FINANCIAL MANAGEMENT, ATT: MET SQUA 1500 PENNSYLVANIA AVE., NW WASHINGTON DC 20220			16. ADMINISTERED BY CODE						
17a. CONTRACTOR/OFFEROR CODE 0 6 4932551 DAVIS POLK & WARDWELL LLP Attn: Randall Gwynn 450 LEXINGTON AVE ROOM 1701 NEW YORK NY 10017 TELEPHONE NO. 212 450 4239			18a. PAYMENT WILL BE MADE BY CODE ARC/ASD/IPP ARC/ASD/IPP Submit invoices via the Invoice Processing Platform at www.ipp.gov Inquiries call 304-480-8000 #7						
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
0001	Legal Advisory Services in support of Section 4003 of the CARES Act. Accounting Info: ESF1889DA2026DR-2021-61000001-251001-ESFA101010000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 06/29/2020 to 06/28/2021 Legal advisory support regarding section 4003 of Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							10,500,000.00	
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i> \$10,500,000.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 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.					<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ 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 					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i> Randall D. Gwynn, Partner			30c. DATE SIGNED 4/16/2021		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> STEVEN C. GORDON			31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	the CARES Act Obligated Amount: \$10,500,000.00 The total amount of award: \$10,500,000.00. The obligation for this award is shown in box 26.				

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

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 37. CHECK NUMBER
 PARTIAL FINAL COMPLETE 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

SECTION B – CONTINUATION FROM SF1449

1. CONTRACT POINTS OF CONTACT

Contract administration matters will be handled by the following:

Government: Steven C. Gordon, Contracting Officer
steven.c.gordon@irs.gov, (240) 613-9766

Contractor: Randall D. Guynn
randall.guynn@davispolk.com, (212) 450-4239

2. TYPE OF CONTRACT

- (a) This is a time-and-materials type contract.
- (b) The ceiling price of this contract is \$10,500,000.00. The Contractor shall not exceed the ceiling prices of this contract.
- (c) The rates detailed in Attachment No. 1, Rates Table shall be utilized. Should FAR 52.217-8 be exercised, the rates effective in the prior period will be utilized.

3. PERIOD OF PERFORMANCE

The period of performance is 06/29/2020 – 06/28/2021.

4. LIMITATION OF COST

Nothing in this Contract shall obligate the Contractor to take any action which would cause the amount for which the Government would be obligated hereunder to exceed the ceiling price of this Contract and the Government shall not be obligated to pay the Contractor on account of any work performed hereunder any amount in excess of such sum.

5. PERFORMANCE WORK STATEMENT

1. The Contractor shall provide legal expertise and advice with respect to evaluating eligibility, structuring the loan program, preparing loan documentation, evaluating collateral under Section 4003(b)(1)-(3) of the CARES Act. Documentation may include credit agreements, security agreements, trust agreements, and financial instruments for compensating the Federal Government. Such services may also include assistance in responding to comments on draft documentation and preparing reports and responses to oversight bodies, as well as other legal advisory services related to this program. The services under this paragraph are exclusive of services under paragraph 2, below.
2. The Contractor shall provide legal expertise and advice with respect to the loan extended to YRC Worldwide Inc. under Section 4003(b)(3) of the CARES Act, including evaluating eligibility, preparing all loan documentation, evaluating collateral, and post-closing matters.

Documentation may include credit agreements, security agreements, trust agreements, and financial instruments for compensating the Federal Government. Such services may also include assistance in responding to comments on draft documentation and preparing reports and responses to oversight bodies, as well as other legal advisory services related to these programs.

3. Treasury's policy goals for the program are to (1) provide stability and prevent further disruption to the financial markets and financial system, (2) ensure the availability of credit and liquidity, and (3) protect the interests of taxpayers. The specific strategies may change over time but will be consistent with these policy goals. To the extent practicable, the program will be managed to limit the potential for losses.
4. The Contractor shall not perform any inherently governmental functions (e.g., approving or making decisions) associated with these requirements. In all activities where the Contractor may represent its government customer positions, the contractor shall make it clear that he or she is not a government employee.
5. Treasury may publicly publish transaction documentation before or after consummation of the transactions.

SECTION C – CONTRACT CLAUSES

1. 1052.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (ALTERNATE II) (DEVIATION 2016-00001) (APRIL 2018)

Substitute paragraphs (s) and (u) of FAR clause 52.212-4; and additionally add subparagraph (e)(2) and paragraph (w) to FAR clause 52.212-4.

(e) *Definitions.*

- (2) As used in this clause, "Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of commercial item set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial Supplier agreements (CSA) are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies -
 - (i) Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation;
 - (ii) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as one or more paper documents or may appear on a computer or other

electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements-Unenforceable Clauses paragraphs of this clause,
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(u) *Unauthorized Obligations*

- (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any CSA, that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
 - (i) Any such language, provision, or clause is unenforceable against the Government.
 - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the CSA. If the CSA is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
 - (iii) Any such language, provision, or clause is deemed to be stricken from the CSA.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(w) Commercial supplier agreements - unenforceable clauses. When any supply or service acquired under this contract is subject to a CSA, the following language shall be deemed incorporated into the CSA. As used herein, "this agreement" means the CSA:

- (1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the Government, the following shall apply:
 - (i) *Applicability.* This agreement is a part of a contract between the commercial supplier and the Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR part 12).

- (ii) *End user.* This agreement shall bind the Government as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.
- (iii) *Law and disputes.* This agreement is governed by Federal law.
 - (A) Any language purporting to subject the Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.
 - (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.
 - (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
- (iv) *Continued performance.* The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in paragraph (d) of this clause.
- (v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).
- (vi) *Updating terms.*
 - (A) After award, the contractor may unilaterally revise terms if they are not material. A material change is defined as:
 - (1) Terms that change Government rights or obligations;
 - (2) Terms that increase Government prices;
 - (3) Terms that decrease overall level of service; or
 - (4) Terms that limit any other Government right addressed elsewhere in this contract.
 - (B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.
 - (C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.
- (vii) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative approval.

- (viii) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C.516.
- (ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:
- (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.
 - (B) This charge, if disputed by the Government, will be resolved through paragraph (d) of this clause; no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.
 - (C) Any audit requested by the commercial supplier or licensor will be performed at the commercial supplier's or licensor's expense, without reimbursement by the Government and must be performed within the parameters of the Government's security procedures.
 - (D) The Contractor must notify the Contracting Officer of any audit request.
- (x) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the underlying contract.
- (xi) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under paragraph (b) of this clause.
- (xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.
- (2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1) of this clause, the language, provisions, or clause of paragraph (w)(1) of this clause shall prevail to the extent of such inconsistency.

(End of clause)

2. FAR 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS (NOV 2020)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
 - (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
 - (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
 - (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
 - (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
 - (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).
 - (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
 - (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
 - (5) [Reserved].
 - (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (10) [Reserved].
- (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).
 - (ii) Alternate I (Mar 2020) of 52.219-3.
- (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
 - (ii) Alternate I (Mar 2020) of 52.219-4.
- (13) [Reserved]
- (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
 - (ii) Alternate I (Mar 2020) of 52.219-6.
- (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
 - (ii) Alternate I (Mar 2020) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (Nov 2016) of 52.219-9.
 - (iii) Alternate II (Nov 2016) of 52.219-9.
 - (iv) Alternate III (Jun 2020) of 52.219-9.
 - (v) Alternate IV (Jun 2020) of 52.219-9.
- (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
 - (ii) Alternate I (Mar 2020) of 52.219-13.
- (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).

- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Nov 2020) (15 U.S.C. 632(a)(2)).
 - (ii) Alternate I (MAR 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15U.S.C. 637(a)(17)).
- (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
 - (ii) Alternate I (Feb 1999) of 52.222-26.
- (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - (ii) Alternate I (Jul 2014) of 52.222-35.
- (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 - (ii) Alternate I (Jul 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

- (35) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA– Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
- (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (Jan 2017) of 52.224-3.

- (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - (ii) Alternate I (May 2014) of 52.225-3.
 - (iii) Alternate II (May 2014) of 52.225-3.
 - (iv) Alternate III (May 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

- (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - (ii) Alternate I (Apr 2003) of 52.247-64.
 - (iii) Alternate II (Feb 2006) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
 - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
 - (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
 - (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).
 - (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
 - (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
 - (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

- (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
 - (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 - (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
 - (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
 - (xiii) (A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).
 - (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
 - (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
 - (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
 - (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
 - (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

3. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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 of a clause may be accessed electronically at this/these address(es):

FAR: <https://acquisition.gov/far/index.html>

DTAR: <http://www.treasury.gov/about/organizational-structure/offices/Mgt/Pages/ProcurementPolicy-Regulations.aspx>

(End of clause)

The following clauses are incorporated by reference:

Clause	Title	Date
52.204-4	Printed or Copied Double-Sided on Recycled Paper	
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-14	Service Contract Reporting Requirements	Oct 2016
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Aug 2020
52.217-8	Option to Extend Services	Nov 1999

4. DTAR 1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (APR 2015)

- (a) The COR is Thomas Funkhouser.
- (b) Performance of work under this contract is subject to the technical direction of the COR 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, and/or 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 contract specification(s)/work statement. The COR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
 - (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
 - (6) Directs, supervises or otherwise controls the actions of the Contractor's employees.
- (d) Technical direction may be oral or in writing. The COR must 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 COR. If, in the opinion of the Contractor, any direction of the COR or

the designated representative falls within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(End of clause)

5. DTAR 1052.210-70 CONTRACTOR PUBLICITY (APR 2015)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered as part of the evaluation of past performance.

(End of clause)

6. DTAR 1052.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2015)

(a) *Definitions.* As used in this clause—

- (1) “*Payment request*” means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

SECTION D – CONTRACT ATTACHMENTS

Attachment No. 1 – Rates Table

Attachment No. 2 – Supplemental Agreement

Rates Table

Timekeeper	Year of Experience	Hourly Rate
Partners		\$995
Counsel		\$995
Associates		
2017 and prior	3 and greater	\$800
2018	2	\$670
2019-2020	1	\$560
Legal Assistants	1 and greater	\$465
	Less than 1	\$265
Other		
Discovery Attorney		\$395
Summer Associates / Law Students		\$315
Document Clerks		\$135

SUPPLEMENTAL AGREEMENT

This supplemental agreement ("Supplemental Agreement") supplements and is part and parcel of Time-and-Materials Type contract 2032H321C00010 (the "Contract") for legal advisory services between the United States of America and Davis Polk & Wardwell LLP and its associated entities (the "Contractor"), with the United States Department of the Treasury as the Contractor's client (the "Client"). The parties acknowledge that the Contract, including this Supplemental Agreement, is a contract for the acquisition of commercial items within the meaning of the definition at Federal Acquisition Regulation 2.101. In particular, they are "services of a type offered and sold competitively in substantial quantities in the commercial marketplace." This Supplemental Agreement provides the terms and conditions under which the Contractor customarily provides legal services of this nature in the commercial marketplace.

Scope of Legal Services

The Contractor will act as special counsel to the Client in connection with the matters set forth in the Contract, which for the avoidance of doubt will consist of legal services related to the portion of the Client's financial assistance program authorized by Section 4003(b)(1) (small and medium-size passenger air carriers and ticket agents) and (3) of the Coronavirus Economic Stabilization Act of 2020.

The parties agree that the Contractor is not providing information and communication technology (ICT) items. The requirements related to Section 508 of the Rehabilitation Act and implementing regulations, including Department of Treasury regulations and the Internal Revenue Service Acquisition Policy are limited to providing all reports in one or more of the following approved formats: Adobe, Word, Excel, and PowerPoint.

Identification of the Client

The Contractor has been engaged to undertake the representation of the Client and only the Client. The Contractor has not been retained to represent, and does not have an attorney-client relationship with: (i) any officer, director, employee or agent of the Client; (ii) the Internal Revenue Service, the Financial Crimes Enforcement Network, the Office of Foreign Assets Control or the Office of the Comptroller of the Currency; (iii) any department, agency or subdivision of the United States of America other than the Client; or (iv) the United States of America. As a consequence and as provided below, the Contractor may, during the representation of the Client, continue or take on representations of other clients which are adverse to any such individuals or entities (the "Client Affiliates").

Fee and Billing Matters

The Contractor's fees for legal services for this engagement will be for an amount based on time and materials at the rates set forth on Attachment No. 1 up to a ceiling price of \$10,500,000.00 as set forth in section B.2 of the Contract.

Conflicts and Consents

The Contractor is not aware of any other representations by the Contractor that preclude the Contractor from undertaking this engagement or adversely affect the Contractor's ability to complete it. The Client is not aware of any information to the contrary.

The Contractor also represents and in the future will represent a large number of other clients in a wide variety of legal matters. Some such clients may have interests that are contrary to the Client's interests. It is possible that, during the time the Contractor is working for the Client, an existing or future client may seek to engage the Contractor in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which such client's interests are or potentially may become adverse to the Client's interests.

The Client agrees that, in matters that are not substantially related to those in which the Contractor has been or may in the future be engaged by the Client, that is, in circumstances in which any of the Client's confidential data or information, as normally would have been obtained by the Contractor in its representation of the Client, would not be material to any matter adverse to the Client that the Contractor might accept from another client, the Contractor may represent current or future clients in general or on specific matters where the interests of the parties are different from, inconsistent with, or adverse to, the Client's interests, including, without limitation, in negotiations, acquisitions, dispositions and other transactions, litigation, alternative dispute resolution and administrative proceedings, and other legal matters ("Adverse Representations"). The Client consents to, and waives any objection with respect to, such Adverse Representations, and agrees that it will not assert that the Contractor's representation of the Client in this or any other matter or the Contractor's possession of confidential information obtained from the Client, provides a basis for disqualifying the Contractor from representing another party in an Adverse Representation or otherwise constitutes a breach of any obligation or duty that the Contractor may owe to the Client.

In addition, recognizing that the Contractor also represents other clients who are expected to be eligible to obtain loans, equity investments or other forms of financing or support available under the program as described above under "Scope of Legal Services" (the "Program" and any such financing or support, "Program Financing"), the Client agrees that the Contractor may advise other clients in connection with the terms and conditions, compliance requirements and other aspects of applying for and securing Program Financing only with the Client's further express consent and may not act for any other client in negotiations where the Contractor is representing the Client; provided, however, that (1) any attorney who has advised the Client in connection with a specific facility or other distinct component of the Program will not advise another client in connection with obtaining Program Financing under the same facility or component of the Program and (2) the Contractor implements customary internal restrictions and other procedures reasonably designed to prevent the sharing or use of confidential data or information obtained by the Contractor in its representation of the Client with attorneys or other individuals engaged in advising another client in connection with any Program Financing as permitted by this sentence.

Similarly, with respect to this matter, the Client consents to the Contractor's representation despite the fact that one or more counterparties or other adverse parties in this matter are or

may become clients of the Contractor on matters that are not substantially related to the Contractor's work for the Client. The Contractor confirms that the Contractor will not disclose or use any confidential information that the Contractor has obtained from the Client without its prior consent and will not otherwise use or disclose any such confidential information in connection with any Adverse Representation.

This consent is intended solely to address restrictions that might otherwise be imposed on the Contractor by applicable rules of professional conduct. It does not waive any requirements established by the Federal Acquisition Regulation, including those set forth in FAR Subpart 9.5. If the Contractor becomes aware of facts that may indicate the existence of an organizational conflict of interest as defined in FAR section 2.101, it shall immediately disclose those facts to the Contracting Officer. Any such disclosure shall be made in a manner consistent with the contractor's professional obligations to its other clients.

This waiver is effective only if the Contractor concludes in the Contractor's professional judgment it is consistent with the requirements of the applicable Rules of Professional Conduct. In performing its analysis, the Contractor will also consider factors including (a) the nature of any conflict; (b) the Contractor's ability to ensure that the confidences and secrets of all involved clients will be preserved; and (c) the Contractor's relationship with each client. In examining its ability to ensure that the confidences and secrets of all involved clients will be preserved, the Contractor will as appropriate establish an ethical screen or use different teams of lawyers for the Client and the party adverse to the Client in the transaction.

Further, the Client agrees that the Contractor may continue or accept new representations, including negotiations, acquisitions, dispositions and other transactions, litigation, alternative dispute resolution and administrative proceedings, that are adverse to Client Affiliates as discussed above at the end of the section "Identification of the Client."

In addition, the Contractor may consult at the Contractor's own expense with lawyers at the Contractor or elsewhere with respect to the Contractor's own ethical and professional obligations with respect to the Contractor's representation of the Client. The Client consents to such consultations, waives any conflict of interest relating thereto, and agrees that such consultations are protected by the Contractor's own attorney-client privilege.

Termination/Completion of Contract

Notwithstanding any other provision in the Contract, performance of the Contract by all of the parties shall be deemed to have been completed, the term and life of the Contract shall be deemed to have ended and the Contract shall be deemed to have been terminated upon payment by Treasury to the Contractor for the Contractor's work required by Section B.5.