Offer Form

Contract Number:

QUOTE FOR THE PROVISION OF TITLE SERVICES FOR AQCUISITION OF LAND AND MINERAL RIGHTS OF 6 PARCELS CONTAINING 480 ACRES OF UNDEVELOPED PROPERTY AND MINERAL RIGHTS TO A CONTIGUOUS, PREVIOUSLY ACQUIRED 80 ACRE PARCEL, MORE OR LESS IN EL CENTRO, CALIFORNIA

QUOTE SUBMITTED BY: _____

POINT OF CONTACT: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DUNS No: _____ CAGE No: _____ TIN: _____

The following quote is submitted for the subject property:

1. The price for each title search.	$_____
2. The price for each Preliminary Report, Commitment or Binder for Owner's Policy of Title Insurance.	$_____
3. Copy of all title search documents, including any instrument conveying title, maps, drawings, and encumbrances listed in Binder, and as may be required to support requested updates.	$ _____ (per page)
4. The number of business days, not to exceed thirty (30) business days, required for submittal of Preliminary Report, Commitment or Binder and the copy of all title search documents following Government request.	_____business days
5. The price for Binder Update if ordered by the Government.	$_____
6. The number of business days, not to exceed twenty (20) business days, required for submittal of Binder Update following Government request.	_____business days
7. The price for each Updated Title Search required prior to issuance of a Final Owner's Policy of Title Insurance	$_____
8. The price for each Final Owner's Policy of Title Insurance, expressed at a rate per $1000 of policy amount.	$_____ per $1000 of policy amount
9. Closing Fee	$_____
10. Transmittal Wire Fee, if required	$_____
11. Original of each Recorded Instrument, plus four (4) copies delivered to the office of Government Attorney.	$ _____ (per page)

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11. Original of each Recorded Instrument, plus four (4) copies delivered to the office of Government Attorney.	$ _____ (per page)

12. Submitter is familiar with the preparation of title evidence in California (circle yes or no).	YES | NO
13. Submitter does not have an interest in the land to be acquired (circle yes or no).	YES | NO
14. Submitter is not related to the vendors of the property to be acquired (circle yes or no)	YES | NO
15. Submitter's abstractors are attorneys at law or professional or official abstractors qualified and authorized by California law to prepare and certify abstracts in California (circle yes or no).	YES | NO
16. Submitter and their issuing agents are qualified and authorized by law to furnish abstracts, certificates of title, or title insurance policies in California (circle yes or no).	YES | NO

By signing below, the submitter affirms that it has completed the annual representations and certifications electronically via the System for Award Management (SAM) website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the submitter verifies by submission of this quote that the representation and certifications currently posted electronically at Federal Acquisition Regulation 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation, as of the date of this quote and are incorporated in this quote by reference.

Furthermore, by submission of this quote, the submitter represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the submitter, and who are expected to undertake activities on behalf of the submitter for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

Signature: _____ Date:_____

Title: _____

CONTRACT FOR TITLE EVIDENCE

AGREEMENT between _____, hereinafter called "the Contractor", and the United States of America, hereinafter called "the Government." The parties hereto do mutually agree that for the consideration hereinafter specified, the Contractor will furnish the title evidence and real property acquisition closing services indicated herein for the property described below, subject to the terms, conditions, and general provisions set forth herein and to the other provisions, if any, incorporated herein by attachment or reference.

1. LOCATION AND DESCRIPTION OF PROPERTY INTEREST ACQUISITION: Land and mineral rights of 6 parcels containing 480 acres of undeveloped property and mineral rights to a contiguous, previously acquired 80 acre parcel as identified on Attachment A.

2. TITLE EVIDENCE: The contractor shall, within the time and for the price indicated below, furnish the following items of title evidence and closing services for the real property interest acquisition upon the written order of the Real Estate Contracting Officer (RECO) or the RECO's representative. The price includes all applicable Federal, State, and local taxes and duties. While the Government plans to acquire the Property, there is no guarantee that Items 2.d. through 2.k. will be needed or requested.

	DAYS AFTER DATE ORDERED	TOTAL PRICE TO BE PAID BY GOVERNMENT
a. Title search	_____	$ _____
b. Preliminary Report, Commitment or Binder for Owner's Policy of Title Insurance	_____	$ _____
c. Copy of all title search documents, including any instrument conveying title, maps, drawings, and encumbrances listed in Binder	_____	$ _____ (Per page)
d. Intermediate Report, Commitment or Binder for Owner's Policy of Title Insurance	_____	$_____
e. Updated title search	_____	$_____
f. Final Owner's Policy of Title Insurance using ALTA U.S. Policy 9/28/91 Form in Quadruplicate	_____	$ _____ (per $1000 of policy amount)

	DAYS AFTER DATE ORDERED	TOTAL PRICE TO BE PAID BY GOVERNMENT
g. Closing Fee		$ _____
h. Mailing, Postage, and Courier Costs, if required		Strict Reimbursable
i. Transmittal Wire Fee, if required		$ _____
j. Recording Fee, each necessary document		Strict Reimbursable
k. Original of each Recorded instrument plus four (4) copies delivered to the office of Government Attorney	_____	$ _____ (Per page)

3. GENERAL PROVISIONS

a. PREPARATION OF TITLE EVIDENCE: Title evidence furnished hereunder shall be prepared in compliance with the "Department of Justice Title Standards 2001"; published by the Department of Justice and incorporated herein by reference. Commitments or policies of Title Insurance shall not limit the liability of the title company to a sum less than 100 percent of the reasonable value of the property. "Department of Justice Title Standards 2001" can be viewed at http://www.justice.gov/enrd/2001_Title_Standards.html. Please note that the ALTA U.S. Policy Form-9/28/91 shall be used.

b. SEARCH PERIOD: The title examination shall include the records of the County in which the parcel is located, including but not limited to, those records maintained by the County's Registrar of Deeds and the County's Clerk of Court, and the records of the Clerk's Office of the appropriate Division of the United States District Court. Records shall be examined for a period of not less than eighty (80) years prior to the effective date of the search. The U.S. District Court's records shall be examined for a time sufficient to discover any suits leading to liens, judgments or decrees by the United States of America against the current owners of the properties; provided, however, that such search shall be for a period of not less than twenty (20) years.

c. SUBMISSION:
The Preliminary Report, Commitment or Binder for Owner's Policy of Title Insurance ("Binder") for each parcel ordered by this contract is due within _____ (__) business days of the contractor's receipt of a fully executed copy of this contract. All Binders and all Binder Updates shall fully describe the parcel covered and shall be accompanied by a copy of the Report on Title, and each instrument of record, map, drawing, and/or title exception therein noted. Any Intermediate Report, Commitment or Binder for Owner's Policy of Title Insurance ("Binder Update") required by the Government is due within _____ (__) business days of order by the Government.

d. FINAL OWNER'S POLICIES OF TITLE INSURANCE: Each Final Owner's Policy of Title Insurance ("Final Policy") shall be submitted within thirty (30) business days of ordering by the Government. Final Policies shall be issued on ALTA U.S. Policy Form-9/28/91. The Policies shall be issued in the amount of the actual purchase price or the amount deposited in court as estimated just compensation.

e. SURVEY DRAWINGS AND NARRATIVE DESCRIPTIONS: Survey drawings and narrative descriptions of the parcel to be insured will be provided by the Government prior to the issuance of Final Policies. Each survey drawing will be recorded by the Government in the Office of the Registrar of Deeds of the County in which the parcel is located. Each Final Policy shall describe the property acquired by the Government by reference to the narrative description and to the recorded deed and survey provided by the Government.

f. IDENTICAL OWNERSHIP: In the event the title search determines that contiguous parcels are in identical ownership, it is desirable that one Binder be issued covering all such contiguous identical ownership parcels. In the event the initial title search determines that contiguous parcels are in identical ownership, such parcels shall be considered as one parcel for purposes of computing payment due for Binder Updates, and Updated Title Searches. If such parcels are acquired by the Government in a single deed, payment due for the insurance premium for the Final Policy will be issued therefor.

g. DELIVERY AND PAYMENT:

(1) The completed items of title evidence specified in paragraph 2 shall be delivered to the local Government representative. Upon delivery of one or more completed items of title evidence the Contractor shall be entitled to payment therefor by submitting to the local Government representative an invoice in triplicate, each signed by the Contractor. If any item of title evidence is not furnished within the time prescribed in paragraph 2, the Government shall be under no obligation to accept or pay for such item. Acceptance by the Government of any items ordered hereunder, whether within, or after, the time prescribed, will not relieve the Contractor from the obligation to correct or complete any inaccurate or incomplete work without additional cost or expense to the Government.

(2) The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall –

(a) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the –

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(ii) Affected contract number and delivery order number, if applicable;
(iii) Affected contract line item or subline item, if applicable; and
(iv) Contractor point of contact.

(b) Provide a copy of the remittance and supporting documentation to the RECO.

(4) Interest.

(a) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in section (4)(e) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(c) Final decisions. The RECO will issue a final decision as required by 33.211 of the Federal Acquisition Regulation if—

(i) The RECO and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(ii) The Contractor fails to liquidate a debt previously demanded by the RECO within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(iii) The Contractor requests a deferment of collection on a debt previously demanded by the RECO (see 32.607-2 of the Federal Acquisition Regulation).

(d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(e) Amounts shall be due at the earliest of the following dates:

(i) The date fixed under this contract.

(ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(i) The date on which the designated office receives payment from the Contractor;

(ii) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(g) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(5) The Contractor may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to payment under this contract.

h. TERMINATION FOR DEFAULT: Timely performance of these title evidence and real property acquisition closing services is critical to this acquisition. If the Contractor fails or refuses to perform this contract within the time or times specified, or any extension thereof, or so fails to make progress as to endanger performance of this contract in accordance with its terms, the Government may, by written notice, terminate the right of the Contractor to proceed with the contract or with such part or parts thereof as to which there has been default or delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this clause if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government. Upon termination under this clause the Government reserves the right to require the Contractor to deliver all completed items of title evidence, for which payment shall be made at the price specified herein.

i. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT: The performance of work under this contract may be terminated, in whole or in part, whenever the Government shall determine that termination is in its best interest, by delivery to the Contractor of a Notice of Termination not less than three days prior to the date upon which termination shall become effective. The Contractor shall cease all work and deliver to the Government all completed items of title evidence, for which payment shall be made at the price specified herein. The Government shall also pay the Contractor an equitable price for work performed prior to termination in connection with uncompleted items of title evidence, such price not to exceed a fair proportion of

the price specified herein. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

j. COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

k. OFFICIALS NOT TO BENEFIT: No member or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

l. GRATUITIES:

(1) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it found, after notice and hearing by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, to any officer or employee of the Government with a view toward securing a contract or favorable treatment with respect to the awarding or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Secretary of the Navy or his duly authorized representatives make such findings shall be in issue and may be reviewed in competent court.

(2) In the event this contract is terminated for convenience as provided in paragraph (3.i) hereof, the Government shall be entitled (a) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (b) as a penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Navy or his duly authorized representative) which shall not be less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

(3) The rights and remedies of the Government provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

m. DISPUTES:

(1) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(2) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(3) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(4) (a) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within six (6) years after accrual of the claim to the RECO for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the RECO.

(b)(i) The contractor shall provide the certification specified in section (4)(b)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(c) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(5) For Contractor claims of $100,000 or less, the RECO must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the RECO must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(6) The RECO's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(7) If the claim by the Contractor is submitted to the RECO or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the RECO, in writing, of the Contractor's specific reasons for rejecting the offer.

(8) The Government shall pay interest on the amount found due and unpaid from

(a) the date that the RECO receives the claim (certified, if required); or

(b) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to claims having defective certifications, interest shall be paid from the date that the RECO initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the RECO receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(9) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the RECO.

n. EXAMINATION OF RECORDS:

(1) The Contractor agrees that the Comptroller General of the United States or his duly authorized representative shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(2) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees the Comptroller General of the United States or his duly authorized representative shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term “subcontract” as used in the clause excludes (a) purchase orders not exceeding $1,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

o. NONDISCRIMINATION IN EMPLOYMENT:

(1) In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Government setting forth the provisions of the nondiscrimination clause.

(2) The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

p. OTHER COMPLIANCES: The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

q. COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS: The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

r. AUTHORITY FOR NEGOTIATION: This contract is entered into as a result of negotiation pursuant to the authority of 10 U.S.C. 2304 and any necessary justification and approval prescribed by that Act.

s. REAL PROPERTY ACQUISITION CLOSING: The Government's land acquisitions will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601, et seq. The Contractor shall provide all services necessary for the real property acquisition closing. The Contractor shall have a State of California licensed attorney on staff to administer title and closing services. The Government will notify Contractor of the date for closing the real property acquisition, after which Contractor shall be prepared to conduct the closing within ten (10) days. Closing shall be conducted by escrow or in person, at Government's request. In-person closing may be conducted at the Contractor's office or such other location as deemed mutually convenient to the Seller, Contractor, and Government. Government representatives, including the RECO, the RECO's representative, and the Government Attorney, will not attend closing in person. The Government Attorney shall provide instructions for closing and must review and approve all documents for closing. The Contractor shall provide all documents for closing including but not limited to: preliminary report, title commitment, or binder and any necessary update thereto; settlement statement/HUD-1; and affidavits. Closing documents must be ready for Government review at least 48 hours prior to the scheduled closing date. Contractor shall procure and record any ancillary documents necessary for closing such as power of attorney, mortgage payoff, mortgage satisfaction, lien release, corporate records, probate documents, etc.

t. SYSTEM FOR AWARD MANAGEMENT:

(1) The Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the System for Award Management (SAM) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (a) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12 of the Federal Acquisition Regulation, the Contractor shall provide the responsible RECO a minimum of one business day's written notification of its intention to:

(i) Change the name in the SAM database;

(ii) Comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulation;

(iii) Agree in writing to the timeline and procedures specified by the responsible RECO. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(b) If the Contractor fails to comply with the requirements of section (2)(a) of this clause, or fails to perform the agreement at section (2)(a)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through https://www.acquisition.gov.

(5) The Contractor's representations and certifications, including those completed electronically via SAM, are incorporated by reference into the contract.

u. CHANGES: Changes in the terms and conditions of this contract may be made only be written agreement of the parties.

v. UNAUTHORIZED OBLIGATIONS:

(1) Except as stated in section (2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any 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:

(a) Any such clause is unenforceable against the Government.

(b) 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 EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement 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.

(c) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Section (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. ATTACHMENT B – GENERAL CLAUSES: Contractor agrees to the additional terms listed in and incorporated by Attachment B.

4. EXECUTION BY CONTRACTOR

_____	_____	_____
Printed Name and Title	Signature	Date

IF CONTRACTOR IS A CORPORATION, CERTIFICATION BY SECRETARY OR ASSISTANT SECRETARY:

I certify that the person who signed this agreement on behalf of the Contractor was then the Officer indicated and this agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

_____	_____	_____
Printed Name and Title	Signature	Date

5. EXECUTION FOR AND ON BEHALF OF THE UNITED STATES OF AMERICA

_____	_____
TRACIE O. JOHNSON Real Estate Contracting Officer Naval Facilities Engineering Command	Date

6. NAVY IDENTIFICATION AND ACCOUNTING DATA

a. Name and Address of Naval Activity:
Naval Air Facility El Centro
1605 Third Street Building 214
El Centro, CA 92243

b. Local Government Representative:
Commander
Naval Facilities Engineering Command Atlantic
ATTN: AM1-BS
6505 Hampton Blvd
Norfolk, VA 23508-1278

c. Payment to be Made By: DFAS, Cleveland, Ohio

d. Contract No. _____

ACCOUNTING CLASSIFICATION TO BE CHARGED (DISBURSEMENT)										
A. ACRN	B. APPROPRIATION	C. SUB HEAD	D. OBJ. CLASS	E. BU-CONTROL	F. SA	G. AAA	H. TT	I. PAA	J. COST CODE	K. AMOUNT

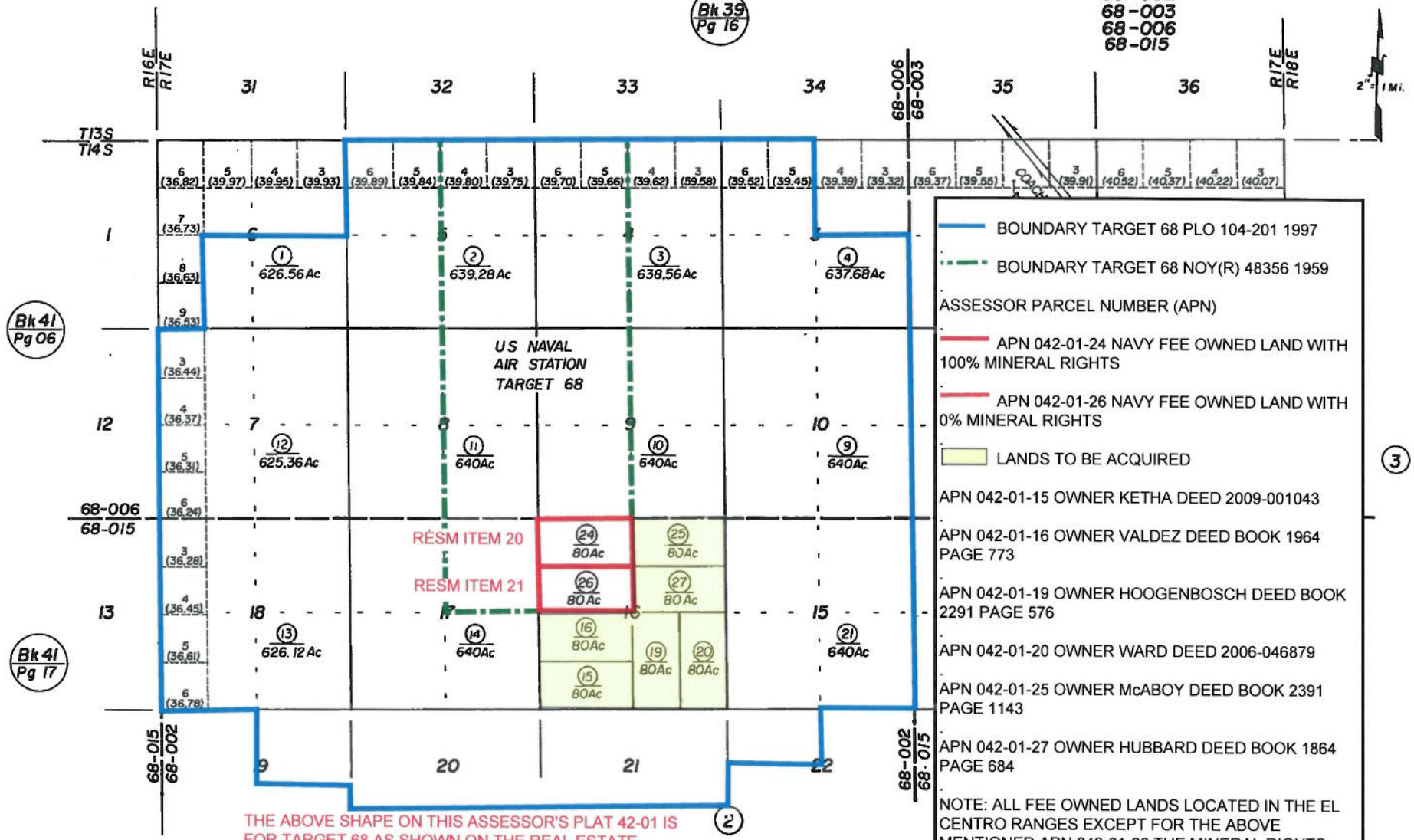
e. Duns #: _____ Cage Code: _____

Attachment A

SEC. 1 TO 18 INCL., T.14 S., R.17 E.

Tax Area Code
68-002
68-003
68-006
68-015

42-01



BOUNDARY TARGET 68 PLO 104-201 1997

BOUNDARY TARGET 68 NOY(R) 48356 1959

ASSESSOR PARCEL NUMBER (APN)

APN 042-01-24 NAVY FEE OWNED LAND WITH 100% MINERAL RIGHTS

APN 042-01-26 NAVY FEE OWNED LAND WITH 0% MINERAL RIGHTS

LANDS TO BE ACQUIRED

APN 042-01-15 OWNER KETHA DEED 2009-001043

APN 042-01-16 OWNER VALDEZ DEED BOOK 1964 PAGE 773

APN 042-01-19 OWNER HOOGENBOSCH DEED BOOK 2291 PAGE 576

APN 042-01-20 OWNER WARD DEED 2006-046879

APN 042-01-25 OWNER McABOY DEED BOOK 2391 PAGE 1143

APN 042-01-27 OWNER HUBBARD DEED BOOK 1864 PAGE 684

NOTE: ALL FEE OWNED LANDS LOCATED IN THE EL CENTRO RANGES EXCEPT FOR THE ABOVE MENTIONED APN 042-01-26 THE MINERAL RIGHTS WERE ACQUIRED BY THE NAVY.

THE ABOVE SHAPE ON THIS ASSESSOR'S PLAT 42-01 IS FOR TARGET 68 AS SHOWN ON THE REAL ESTATE SUMMARY MAP (RESM) SHEET 3 NAVFAC DRAWING No. 18177945.THE TWO RED BOXES ON THIS ASSESSORS PLAT ARE ITEMS 20 AND 21 ON SHEET 3 OF THE RESM. RESM ITEM 21 ASSESSORS PARCEL No. (APN) 042-01-26 IS THE PARCEL OWNED BY DOD THAT WE NEED TO ACQUIRE ONLY THE MINERAL RIGHTS

8-21-74 TK
7-20-73 TK
UPDATED 8-4-67 RM
CODAMAP, a product of BIT INCORPORATED

NOTE — Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Attachment B

General Clauses:

1. 252.203-7000 Requirements Relating to Compensation of Former DoD Officials.
As prescribed in 203.171-4(a), use the following clause:

REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) *Definition*. "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of $10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of $10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

2. 252.204-7010 Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol.
As prescribed in 204.470-3, use the following clause:

REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR'S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL (JAN 2009)

(a) If the Contractor is required to report any of its activities in accordance with Department of Commerce regulations (15 CFR Part 781 *et seq*.) or Nuclear Regulatory Commission regulations (10 CFR Part 75) in order to implement the declarations required by the U.S.-International Atomic Energy Agency Additional Protocol (U.S.-IAEA AP), the Contractor shall—

(1) Immediately provide written notification to the following DoD Program Manager:

[Contracting Officer to insert Program Manager's name, mailing address, e-mail address, telephone number, and facsimile number];

(2) Include in the notification—

(i) Where DoD contract activities or information are located relative to the activities or information to be declared to the Department of Commerce or the Nuclear Regulatory Commission; and

(ii) If or when any current or former DoD contract activities and the activities to be declared to the Department of Commerce or the Nuclear Regulatory Commission have been or will be co-located or located near enough to one another to result in disclosure of the DoD activities during an IAEA inspection or visit; and

(3) Provide a copy of the notification to the Contracting Officer.

(b) After receipt of a notification submitted in accordance with paragraph (a) of this clause, the DoD Program Manager will—

(1) Conduct a security assessment to determine if and by what means access may be granted to the IAEA; or

(2) Provide written justification to the component or agency treaty office for a national security exclusion, in accordance with DoD Instruction 2060.03, Application of the National Security Exclusion to the Agreements Between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States of America. DoD will notify the Contractor if a national security exclusion is applied at the Contractor's location to prohibit access by the IAEA.

(c) If the DoD Program Manager determines that a security assessment is required—

(1) DoD will, at a minimum—

(i) Notify the Contractor that DoD officials intend to conduct an assessment of vulnerabilities to IAEA inspections or visits;

(ii) Notify the Contractor of the time at which the assessment will be conducted, at least 30 days prior to the assessment;

(iii) Provide the Contractor with advance notice of the credentials of the DoD officials who will conduct the assessment; and

(iv) To the maximum extent practicable, conduct the assessment in a manner that does not impede or delay operations at the Contractor's facility; and

(2) The Contractor shall provide access to the site and shall cooperate with DoD officials in the assessment of vulnerabilities to IAEA inspections or visits.

(d) Following a security assessment of the Contractor's facility, DoD officials will notify the Contractor as to—

(1) Whether the Contractor's facility has any vulnerabilities where potentially declarable activities under the U.S.-IAEA AP are taking place;

(2) Whether additional security measures are needed; and

(3) Whether DoD will apply a national security exclusion.

(e) If DoD applies a national security exclusion, the Contractor shall not grant access to IAEA inspectors.

(f) If DoD does not apply a national security exclusion, the Contractor shall apply managed access to prevent disclosure of program activities, locations, or information in the U.S. declaration.

(g) The Contractor shall not delay submission of any reports required by the Department of Commerce or the Nuclear Regulatory Commission while awaiting a DoD response to a notification provided in accordance with this clause.

(h) The Contractor shall incorporate the substance of this clause, including this paragraph (h), in all subcontracts that are subject to the provisions of the U.S.-IAEA AP.