

AWARD/CONTRACT 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING PAGE OF PAGES 1 20

2. CONTRACT (Proc. Inst. Ident.) NO. TOFS-09-D-0006 3. EFFECTIVE DATE See Block 20C 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY CODE PSD 6. ADMINISTERED BY (if other than Item 5) CODE OFS
 Procurement Services Division
 Department of the Treasury
 1425 New York Avenue, N.W.
 Washington DC 20220
 OFS
 DEPARTMENT OF THE TREASURY
 1500 PENNSYLVANIA AVE., N.W.
 WASHINGTON DC 20220

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) 8. DELIVERY
 CADWALADER WICKERSHAM & TAFT LLP ONE WORLD FINANCIAL CENTER NEW YORK NY 10281-1003
 FOB ORIGIN OTHER (See below)
 9. DISCOUNT FOR PROMPT PAYMENT

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

CODE 071032908 FACILITY CODE

11. SHIP TO/MARK FOR CODE 12. PAYMENT WILL BE MADE BY CODE OFS PAYMENT
 OFS PAYMENT
 1500 PENNSYLVANIA AVE, NW
 ATTN: OFM, 6TH FLOOR MET SQUARE
 WASHINGTON DC 20220

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304 (c) () 41 U.S.C. 253 (c) (2) 14. ACCOUNTING AND APPROPRIATION DATA See Schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT \$0.00

(X)		SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES				
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)
 18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) John Rapisardi, Co-chair Financial Restructuring
 19B. NAME OF CONTRACTOR
 19C. DATE SIGNED 3/30/09
 20A. NAME OF CONTRACTING OFFICER JOSHUA F. GALICKI
 20B. UNITED STATES OF AMERICA
 20C. DATE SIGNED 03/30/2009
 BY (Signature of person authorized to sign) BY (Signature of the Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR
CADWALADER WICKERSHAM & TAFT LLP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>The overall minimum for this contract is: \$50,000.00 The minimum is guaranteed The overall maximum for this contract is: \$8,590,000.00 The maximum amount for an order against this contract is: \$5,000,000.00 FOB: Destination Period of Performance: 03/30/2009 to 09/30/2009</p> <p>Legal Services in support of Section C of this contract.</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 15G.</p>				0.00

SECTION B-SUPPLIES OR SERVICES PRICES

B.1. The minimum dollar value of this contract is \$50,000.00 and the contract ceiling value is \$8,590,000.

B.2 Task orders awarded pursuant to this contract will be either Fixed Price, Labor Hour, or Time-and-Material as specified in the order.

Labor Category	Hourly Labor Rate/ODCs
Partner	
Associate	
Legal Assistant	
*Allowable Other Direct Costs (ODCs) throughout ordering period	Not to Exceed \$75,000

* Please note that this total is an estimated ceiling computation of ODC expenditures throughout the contract's entire performance period to include all task orders. Acceptable and non-acceptable ODC expenses are defined below:

Other Direct Costs (Time and Materials Task Orders only). The contractor will be reimbursed only for the types of disbursements, expenses and charges designated as reimbursable below. Moreover, any reimbursement will be limited to actual costs incurred by the contractor that are necessary to effect the legal actions under this contract and that are not accounted for as overhead costs in the contractor's fixed labor rates. All invoices shall be fully documented by including receipts evidencing payment by the contractor and shall identify the action with which the expenditure is connected.

Treasury will reimburse:

- Court costs
- Filing fees
- Recording fees
- Certified, Express, and related mail costs customary to the nature of the action, required for expedited processing, or as required by law
- Non-local travel in accordance with the Federal Travel Regulations (reference clause B.3)
- Local business transportation (e.g., taxi fares)
- Long distance telephone charges and conference calls (for voice, fax or data)
- Photocopy, binding, and printing services
- Outside messenger services

Treasury will not pay for markups or surcharges added by the law firm to the items listed above.

Treasury will not reimburse:

- Word processing
- Overtime charges
- Secretarial/clerical charges
- Fax communications (except long distance telephone charges)
- Local travel, including car service (e.g. to and from residence)
- Local telephone charges

Local meals
Entertainment expenses
Books, subscriptions
Membership fees
Office supplies
Storage charges
Lease or purchase of equipment or office space

B.3 Travel

a) Travel expenses shall only be applicable to orders performed on a Labor Hours or Time-and-Material basis. All task orders issued on a Firm Fixed Price basis shall include travel.

b) For Labor Hour and Time-and-Material task orders, all non - local travel will be reimbursed in accordance with the provisions of the Federal Travel Regulations. The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov/ftir. Non-local travel shall be approved prior to travel by the COTR in writing against an executed task order.

c) As a rule, local travel will not be reimbursed under this contract. Examples of local travel which will not be subject to reimbursement are: travel to and from normal job site; supervisory personnel traveling to a Government site or alternative facility to oversee operations. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal job site.

SECTION C—DESCRIPTION/SPECIFICATIONS

C.1 SCOPE OF WORK

The Department of the Treasury (Treasury) requires expert legal services in support of loans, equity investments, and/or other direct or indirect investments related to the auto industry for programs instituted pursuant to the Emergency Economic Stabilization Act of 2008 (EESA). Under the contract, the contractor(s) may be tasked with providing expert advice and guidance with respect to loans, equity investments, and other direct or indirect investments in various auto industry participants; developing legal documentation with respect to loans, equity investments, and other direct or indirect investments related to the auto industry; negotiating relevant transactions; and performing related legal services within the general contract scope. The auto industry is comprised of manufacturers, suppliers, dealerships and related entities.

All legal documentation shall conform with the EESA and related regulations, Treasury policy, and best practices. Specific work requirements will be defined in individual task orders. Because the Contractor will assist Treasury in responding to urgent economic circumstances, task orders are expected to involve extremely short deadlines.

Treasury anticipates that tasks in several of the following areas will be awarded under this contract:

Area 1. Debtor-in-Possession (DIP) Facility Structuring. The Contractor may be tasked to provide expertise and guidance in the formulation of a DIP facility structure and to draft related legal documentation for direct or indirect financing of distressed auto industry participants, including DIP financing.

Area 2. DIP Loan Closings. The Contractor may be tasked to negotiate DIP loan transactions to auto industry participants using existing form documentation, and to conduct the closing of such transactions.

Area 3. Financing and Restructuring Transactions. The Contractor may be tasked to negotiate loans or other financing of auto industry participants, including amending or otherwise modifying existing loans to such parties by the Treasury. The Contractor may be tasked to provide expertise and guidance in the restructuring of loan agreements, including drafting forbearance agreements and other restructuring documentation. Contractors should have expertise in secured lending facilities, including facilities involving international collateral.

Area 4. DIP Financing Transactions. The Contractor may be tasked to structure, negotiate and close large, complex DIP loans to auto industry participants.

Area 5. Asset-Backed Financing. The Contractor may be tasked to provide expertise and guidance in the formulation of financing facilities involving the purchase and sale of, or addition of credit enhancement to, asset-backed securities. The Contractor also may be

tasked to negotiate the transactions with auto industry participants, and conduct the closing of such transactions.

Area 6. Other Transactions. The Contractor may be tasked to provide expertise and guidance in the formulation of loans, equity investments, other direct investments and other credit support relating to the auto industry participants. The Contractor would provide expertise and guidance in developing the form, structure, terms and conditions of such documentation. The Contractor also may be tasked to negotiate the transactions, and conduct the closing of such transactions.

Area 7. Claims and Bankruptcy Advice. The Contractor may be tasked to advise Treasury in connection with bankruptcy issues, including analysis of assignments and claims relating to loans to or investments in auto industry participants. The Contractor also may be tasked to analyze assignments, sales and claims relating to such transactions.

Area 8. Disposition of Assets. The Contractor may be tasked to advise Treasury in connection with disposition of assets in connection with Treasury's loans and investments relating to auto industry participants. The Contractor also may be tasked to negotiate the transactions relating to the disposition of such assets, and conduct the closing of such transactions.

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

The ordering period under this contract for legal services in connection with these transactions is six months from the date of contract award.

SECTION D—PACKAGING AND MARKING
[reserved]

SECTION E – INSPECTION AND ACCEPTANCE

E.1. Inspection and Acceptance Criteria

a. Final inspection and acceptance of all work, performance, reports and other deliverables under this contract shall be performed at the location specified in individual task orders. Each order will also designate the individual responsible for inspection and acceptance.

b. The basis for acceptance shall be in compliance with the requirements set forth in the orders and other terms and conditions of the contract. Deliverable items rejected under resulting task shall be corrected in accordance with the applicable clauses.

E.2 The following clauses are incorporated by reference:

52.246-4 Inspection of Services – Fixed Price (Aug 1996)

52.246-6 Inspection—Time-and-Material and Labor-Hour (May 2001)

SECTION F—PERFORMANCE

F.1. Term of Contract

The ordering period for this contract is 6 months from date of award.

F.2. Contract Deliverables:

Contract Level Deliverables:

1. Weekly Contract Status Report. The contractor shall report each week the status as of the end of the previous week:

- a) Hours and dollars spent, including cumulative totals of each and a forecast of future costs through the next month and total cost at completion;
- b) Current contractor personnel engaged;
- c) Any contract issues; and
- d) Weekly accomplishments.

2. Status of Mitigation Plan in accordance with H.5 as needed.

3. All other future deliverables will be in accordance with the scope of work and objectives identified above and will be identified in any resulting task orders issued against the IDIQ contract.

4. Subcontract Consent. In accordance with 52.244-2 Subcontracts (June 2007) within Section I of this document, the contractor shall obtain consent for any proposed subcontracts for any cost, time and materials, or labor hour subcontracts or any FP subcontracts over the Simplified Acquisition Threshold or 5% of the contract value.

- m) TO work schedule as applicable; and
- n) Key/essential TO personnel; and Payment Office information.

G.5 Ordering Procedures:

If the Government awards multiple IDIQ contracts under this solicitation, as is contemplated, the Government will give each contract holder a "fair opportunity to be considered" for individual task orders, unless an exception applies, in accordance with 41 USC 253j and FAR 16.505.

As individual work requirements arise, Treasury will follow the "fair opportunity" process and procedures detailed below. Unless an exception to the "fair opportunity" process applies, the "fair opportunity" process that Treasury will follow in awarding task orders under this procurement is as follows:

1. In circumstances where Treasury determines that the proposals submitted in response to this solicitation contain sufficient information for Treasury to conduct a fair opportunity analysis for work under a specific task order to be issued, the Treasury may consider the technical and price information in such proposals and determine the task order awardee(s) based on its review.
2. Where the circumstances in (1) are not present, as determined solely by Treasury, Treasury will:
 - (a) Conduct a competition for task order work among all contract holders; or
 - (b) Conduct a competition for task order work among only those contract holders that Treasury determines, in its discretion, have the requisite expertise and capability to perform a specific task order to be issued. Treasury will notify those contract holders of the task order work requirement.

In conducting competitions, competing contract holders will be asked to identify any conflicts of interest for performing the task order work, any unique qualifications the firm may have to perform the work, and proposed reductions (if any) to the labor rates set forth in their contracts. In some instances, Treasury may require expedited responses from contract holders so as perform work that is imminently needed. Treasury will award to one or more competing contract holders based on a best value determination, considering each offeror's conflicts of interest for the work, unique qualifications to perform the work, quality of prior work previously performed under the contract, and proposed pricing. Technical merit will be considered more important than price. After making a best value determination, Treasury will notify the competing contract holders of the task order award decision.

3. In accordance with 41 USC 253j and FAR 16.505(b)(5), Treasury has designated the following "Task and Delivery Order Ombudsman" to review any concerns or complaints raised by contractors about the fair opportunity process under this procurement:

Thomas A. Sharpe, Jr.
Senior Procurement Executive
Office of the Procurement Executive
U.S. Department of the Treasury
655 Fifteenth Street, NW, Room 6111
Washington, D.C. 20220

SECTION H—SPECIAL CONTRACT REQUIREMENTS

H.1 CONFIDENTIALITY

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

H.2 KEY PERSONNEL

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

H.3 COOPERATION WITH OTHER ORGANIZATIONS

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

H.4 LABOR RATES

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

H.5 CONFLICTS OF INTEREST

(a) Treasury HAS NOT WAIVED any potential conflicts of interest as defined by Rules 1.7—1.11 of the ABA’s Model Rules of Professional Conduct, the Federal Acquisition Regulation (FAR), or 31 CFR Part 31. Further, Contractor agrees that its future attorney-client relationship with Treasury will be governed by the FAR, 31 CFR Part 31, and this contract. The Contractor agrees to negotiate in good faith concerning the inclusion of any different or additional conflict of interest policies and procedures that may be issued by Treasury pursuant to Section 108(b) of the Emergency Economic Stabilization Act of 2008 (EESA).

(b) Prior to each assignment of a new legal matter, the Contractor shall prepare a detailed written explanation of all actual conflicts, potential conflicts, or matters that may present the appearance of a conflict under the ABA’s Model Rules, the FAR, or 31 CFR Part 31,

and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to avoid or mitigate such conflicts. The Contractor's disclosure submission shall include the information specified in 31 CFR § 31.211(b)(1) – (b)(6). Only after receiving this information will Treasury determine whether conflicts prevent the Contractor from representing Treasury in that specific legal matter.

(c) Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with 31 CFR Part 31 or Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (1) refusal to waive a conflict; (2) termination of this contract for default; (3) debarment of the contractor from federal contracting; (4) referral to the appropriate state licensing authorities; and/or, in appropriate cases (5) civil or criminal actions.

(d) It is solely within the discretion of the Treasury Department to determine whether or not a conflict of interest exists and whether any mitigation plan submitted by the Contractor avoids or mitigates a conflict. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred to another contractor or entity pursuant to the corrective actions listed above, the Contractor is expected to follow Treasury Department policies and procedures and to cooperate fully in the orderly transfer of such matters.

(e) In addition to complying with 31 CFR Part 31 and any other applicable restrictions, the Contractor will: (1) not represent any parties against the United States in any matter that is the subject of a task order during the term of the contract and after the end of the contract; (2) not represent any other parties with respect to matters directly related to, or matters that may have a direct effect on, a specific transaction that is the subject of a task order during the term of the contract; and (3) have all attorneys assigned to work under this agreement receive conflicts training in consultation with the EESA Compliance Office. It is, however, understood that the Contractor may represent clients who seek to engage in a transaction with Treasury under other programs in support of the EESA. Further, the Contractor shall enter into and enforce agreements with all attorneys assigned to work under this contract prohibiting such attorneys from representing any other party regarding a specific matter that is the subject of a task order under this contract during the term of the contract and for six months thereafter.

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

obtained pursuant to 31 CFR § 31.212(b), unless the Contractor knows or should have known that the information provided is false or inaccurate.

(g) As noted in Section C, it is anticipated that this Contractor may be required to perform transactional work related to one or more institutions. Prior to beginning work on such a matter, the Contractor agrees to negotiate in good faith, and incorporate into the task order, additional conflicts of interest provisions as the parties deem appropriate.

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

H.6 PUBLICITY REQUIREMENTS

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

PART II – CONTRACT CLAUSES
SECTION I – CONTRACT CLAUSES

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

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

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

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

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

I.2 Order Limitations (FAR 52.216-19) (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$5,000,000;
- (2) Any order for a combination of items in excess of \$5,000,000; or
- (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

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

(End of clause)

I.3 Option to Extend Services (FAR 52.217-8).

As prescribed in 17.208(f), insert a clause substantially the same as the following:

OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS