

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   34	
2. CONTRACT NO. W912QR18D0003		3. SOLICITATION NO. W912QR17R0059	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 27 Oct 2017	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY U. S. ARMY ENGINEER DISTRICT, LOUISVILLE 600 DR. MARTIN LUTHER KING, JR. PLACE ROOM 821 LOUISVILLE KY 40202-2239 CODE W912QR TEL: 502.315.6172 FAX 502.315.6195 OR 6193			8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>		CODE TEL: FAX		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Item 7. until 10:00 AM local time 27 Nov 2017  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME GLENN W MOON	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 502.315.6177	C. E-MAIL ADDRESS glenn.w.moon@usace.army.mil
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

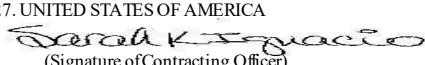
12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		30 Days - 0%			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR REI ENGINEERS, INC. 2090 EXECUTIVE HALL ROAD SUITE 115 CHARLESTON SC 29407-8709		CODE 7VJ06	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
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15B. TELEPHONE NO (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$9,000,000.00		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) CIVIL/OPS/ENVIRONMENTAL BR ATTN: GLENN WMOON 600 DR M L KING JR PL RM 821 LOUISVILLE KY 40202-2236		CODE 964860	25. PAYMENT WILL BE MADE BY USACE FINANCE CENTER (UFC) 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE 964145
26. NAME OF CONTRACTING OFFICER (Type or print) SARAH K IGNACIO TEL: 502.315.6174 EMAIL: sarah.k.ignacio@usace.army.mil		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE 14-Dec-2017	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

Section B - Supplies or Services and Prices

SCHEDULE A

**SCHEDULE A**

**SCHEDULE A-YEAR 1**

Profit Not Included

<b>Discipline</b>	<b>Hourly Rate</b>	<b>Overhead Rate</b>	<b>Fully Burdened Rate</b>	<b>Company</b>
Registered Roof Consultant Sr				
Registered Roof Observers Sr				
Registered Waterproofing Consultant Sr				
Registered Exterior Wall Consultant Sr				
Project Manager				
Architect Sr				
Architect Jr				
Civil Engineer Sr				
Civil Engineer Jr				
Structural Engineer Sr				
Structural Engineer Jr				
Mechanical Engineer Sr				
Mechanical Engineer Jr				
Electrical Engineer Sr				
Electrical Engineer Jr				
Geotechnical Engineer Sr				
Geotechnical Engineer Jr				
Environmental Engineer Sr				
Environmental Engineer Jr				
Landscape Architect Sr				
Landscape Architect Jr				
Fire Protection Engineer Sr				
Fire Protection Engineer Jr				
Cost Estimator Sr				
Cost Estimator Jr				
BIM Manager				
Value Engineer Sr				
Value Engineer Jr				
CAD Technician Sr				
CAD Technician Jr				
Specification Writer Sr				
Specification Writer Jr				
Typist/Office Tech				

Sample

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	AE Services FFP	9,000,000	Job	\$1.00	\$9,000,000.00

AE Services  
FFP

Provide AE Services in accordance with the attached Scope of Work for an Indefinite Delivery/Indefinite Quantity (IDIQ) Contract in support of Louisville district customers to include the US Army, US Army Reserve, US Army National Roofing Program, US Air Force, US Air Force Reserve, and other Louisville district customers.

The contract period shall be from 14 Dec 2017 through 14 Dec 2022.

The Minimum Guaranteed Amount is \$10,000.00. Upon issuance of the first task order that exceeds the minimum guarantee amount, within this time frame, these funds will be deobligated without modification to the contract.

Contracting Officer's Representatives (CORs) will be appointed on a Task Order basis.

FOB: Destination

NET AMT

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\$9,000,000.00

#### CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT \$10,000.00	MAXIMUM QUANTITY	MAXIMUM AMOUNT \$9,000,000.00
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#### DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT \$10,000.00	MAXIMUM QUANTITY	MAXIMUM AMOUNT \$9,000,000.00
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Section C - Descriptions and Specifications

QASP



US Army Corps  
of Engineers  
Louisville District



## DESIGN QUALITY ASSURANCE PLAN

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**PROJECT NAME: Roofing IDIQ**  
**PROJECT LOCATION: USA and Puerto Rico**  
**PROJECT ENG/ARCH: Kevin Heuke, R.A.**  
**PROJECT NUMBER:**  
**P2 NUMBER: TBD**  
**PHONE: 502.315.6363**  
**E-MAIL: kein.d.heuke@usace.army.mi**

**I ARCHITECT/ENGINEER: TBD**  
**CONTRACT NUMBER: TBD**

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The District PDT will review all documents prepared by the A-E firm to ensure contract compliance and to verify that the appropriate criteria and assumptions were used. This effort will not be an in-depth technical review, but will be performed to the degree necessary to satisfy the reviewer that the Government is receiving a full response to contract requirements. The District will be prepared to present the product when engaging with the customer.

**Project QA activities:**

- The PE/A will review and approve the A-E prepared QCP.
- The PE/A will verify that activities included in the A-E QCP have been or are being performed.
- The PE/A will verify that designers and checkers are the same staff as proposed in the A-E's SF 330 and identified in the QCP.
- The PE/A will verify that ITR reviewers are same staff as identified in the QCP.
- The PE/A will verify that an ITR is conducted with emphasis on a determination that the ITR was appropriate to the level of risk and complexity inherent in the project; that the ITR verified compliance with established policy principles and procedures; utilized justified and valid assumptions; and reviewed methods, procedures, alternatives, and reasonableness of results, including whether the product meets customer's needs.
- The PE/A and Branch Chief will verify that appropriate A-E staff has completed and signed the required QC certifications.
- The PE/A and Branch Chief will verify that all QA review comments have been adequately resolved in future submittals.
- The PE/A will verify that the product received satisfies contract requirements.
- The PE/A will have frequent dialog with the A-E to ensure the project will satisfy the Corps requirements and avoid lost effort.
- The PE/A may visits to the A-E's office as necessary to perform the activities above.

**List of team members responsible for QA Review: (List the QAT Members)**

- PE/A (QA Team Leader) – Kevin Heuke
- Electrical – Tina Beavin

- Mechanical – Brandon Martin
- Structural – Josh Mudd
- Architectural – Drew Henry
- ATFP – Amanda Weinert
- Civil – Monica Greenwell
- Geotechnical – Stephen Hite
- Environmental – Jerry Simms
- Fire Protection/Life Safety (Mechanical) – Brandon Martin
- Fire/Protection/Life Safety (Electrical) –Tina Beavin
- Fire Protection/Life Safety (Architectural) – Amanda Weinert
- Cost – Aaron Becker
- CD-T-Q –Jim Bruszewski
- LEED AP –Brandon Martin
- Value Engineering Officer – Corey White

**Risks inherent to the project:**

A Risk Management Plan is included in the PMP and in the Risk Register if a Risk Register is being used. The PM will effectively engage with the customer and other PDT members to identify risks to project scope, quality, schedule and cost. These risks will be clearly defined in the project Risk Management Plan. The PDT will ensure that the necessary work breakdown activities and resources are specified in the PMP to effectively address the defined risks. Starting with the PMP, Resource Providers and Independent Technical Review Team (ITRT) members will provide continuous review to ensure that the PDT has adequately defined and addressed project risks.

**Special Considerations:**

**Review Schedule:**

Site Visit/Kick-Off	TBD
Design Charrette	TBD
Interim Design Review	TBD
Final Design Review	TBD
Corrected Final Back-Check	TBD
Certified Final Due	TBD
RTA	TBD

**Engineering and QAT Budget:**

Funds will be provided for participation in the selection board and IDIQ preparation.

**NOTE:** Schedules and QA Team will be updated and reviewed on a Task Order Basis.

## PERFORMANCE WORK STATEMENT

### **Performance Work Statement for Architect/Engineer services for roof and building envelope design, evaluation, and analysis services in support of Louisville district customers to include the US Army, US Army Reserve, US Army National Roofing Program, US Air Force, US Air Force Reserve, and other Louisville district customers.**

#### **General:**

This is an Indefinite Delivery Contract for Architect/Engineer (A/E) services. The selected offeror will be solely responsible for the designs that they produce, and will become the designer of record for each individual project on their contract. Design for projects under this contract will consist primarily of Roofing and Building Envelope Repair and Replacement for projects both domestic and located in United States (US) territories, for the US Army, US Army Reserve, US Army National Roofing Program (NRP), US Air Force, US Air Force Reserve, and other Louisville District customers. Project task orders under this indefinite delivery/indefinite quantity contract may include some or all of the following types of roofing: Built-Up Roofing, single ply low slope, mod bit low slope, shingle steep slope, hydrokinetic metal, hydrostatic metal, coating systems, sprayed-in-place polyurethane, and other roofs located on Army Reserve facilities and military installations. Additional design and inspection based building envelope services may be added at the discretion of the government and upon agreement by the A/E.

A/E services may consist of the following activities: preparation of construction solicitations for design-bid-build (complete design) projects; site investigation/assessment of existing conditions; database data entry and database management for ROOFER or other military inventory management systems, value engineering services; Registered Roof Observer and engineering services during construction (shop drawing review, site inspection, etc); design of demolition or deconstruction; hazardous materials survey, analysis, and abatement methodology; construction cost estimates and schedules; technical studies/analysis in support of design for new construction and renovation; and comprehensive planning that is related to future NRP projects.

Additional A/E support services may include: Design for the renovation of existing facilities; asbestos, lead and Polychlorinated Biphenyls (PCB) surveys and/or abatement. Other A/E services beyond traditional design may include: Using Global Positioning System (GPS) Technology to locate specific coordinates at each facility; Facility assessments; updating the Army Reserve Design Criteria; development of standard designs and value engineering workshops. Construction cost estimating will be accomplished for all design projects using the current generation and version of Micro-Computer Aided Cost Estimating System (MII) software unless otherwise authorized by task order (software and database is available from the Government for a nominal fee).

#### **Computer Aided Design (CAD) /Specifications:**

Unless otherwise specified, designs shall be performed using computer aided design (CAD) technology. The A/E firm is responsible for the training and associated training costs for both primary and back-up team members. Deliverables will be provided using AutoCAD (.dwg) files.

Specifications shall be electronically developed using Unified Facility Guide Specifications (UFGS), Louisville District Guide Specifications, modified Corps of Engineers Guide Specifications, and Industry Standard Specifications. Unless otherwise authorized by task order, all specifications shall be edited using SpecsIntact automated specification processing system, and all project specifications shall be written in the SpecsIntact Format.

#### **Partnering:**

The A/E may be required to attend an annual partnering meeting at the design firm's expense to discuss the district's expectations of the A/E, to create a positive working atmosphere, encourage open communications, and identify common goals. Significant emphasis will be placed on the A/E's quality control procedures, as the district will perform the quality assurance role only.

### **Design Submittals:**

Task Orders issued against this IDIQ contract shall include fully-detailed Performance Work Statement specific to the project, including any required contractual issues not included in the basic contract. Design task orders under this contract shall follow the Louisville District Design Guide. Work under this contract shall also be subject to requirements stated in each task order.

### **Quality:**

The A/E firm shall be responsible for the product developed, internal quality control (checking), and technical review for that product. Quality control plans (QCP) for A/E designs shall be developed for each task order and shall address the following aspects of quality control (specific guidance shall be outlined in each project specific task order):

- a. The A/E shall be totally responsible for the quality of the product being developed; therefore, QC shall not be performed by the Corps of Engineers, Louisville District.
- b. QCP Requirements - The A/E must develop and provide for review and approval a project specific Quality Control Plan. A generic copy of a QC plan may be given to serve as a guide for development of the A/E's QCP.
- c. QCP Approval - The A/E prepared QCP must be approved by the A/E Management Project Engineer/Architect (PE/A) prior to the initiation of design.
- d. QCP Submission Requirements - The A/E shall submit a draft QCP with each task order fee proposal. The QCP shall be reviewed and final submittal shall become part of the design Quality Control documentation. The schedules and milestones presented in the draft plan may need to be finalized after contract negotiations are complete. Any changes, which occur in the plan after approval by the Government, must be submitted for review and approval prior the revised plan being implemented. All changes shall be documented in the revised plan by highlighting, footnoting or other approved methods.
- e. Design Quality Control includes: 1) A/E internal design and submittal checking procedures for the required product, and 2) independent technical review (ITR). The product may include plans, specifications, CAD, BIM, reports, and/or studies. Design team members (designer and checker) shall be identified and be the individuals submitted on the SF330 proposal documents for which the A/E firm was selected or written consent from the Contracting Officer must be obtained for all substitutions. Provide resumes in the draft QCP of design team members that were not previously submitted on the SF330 proposal for government review and approval. Qualifications must meet the minimum qualifications established on the accepted SF330 proposal documents.
- f. Quality Control (QC) Certification for A/E Designs: Signature Requirements of A/E Principal and Design Team - Signed copies of the Quality Certifications shall be provided for each design submittal as required in each task order. See attached – A-E Contractor Statement of Technical Review and Completion of Independent Technical Review and Final Design and Certified Final Design Checklist. Current copies of these documents along with fillable PDF files can be obtained from the COR at the initiation of each task order by the A/E.
- g. Government Review and Comment Resolution: The Government shall review submittals required by task orders issued under this IDIQ Contract. Formal comments generated during the review shall be provided to the A/E through the DrChecks automated review management system, and the A/E shall respond to all comments via DrChecks. Both parties shall discuss these comments, if necessary, and attempt to resolve any unsettled issues that may arise from the review. The time frame for Government review and comment resolution varies; however, this process is typically completed within 21 calendar days. The written responses shall be included in design analysis at each submittal phase.



- h. Biddability, Constructability, Operability, Environmental and Sustainability (BCOES): The US Army Corps of Engineers employs a Quality Control/Quality Assurance process that culminates in the certification of design drawings and specifications prior to production of Ready to Advertise design documents. Each task order shall outline specific procedures and deliverables. In addition to certificates mentioned in item f above, the A/E shall support the BCOES process by delivery of items listed on the attached final design/certified final design checklist. Requirements for these items shall be further detailed in the project specific task order.

**Liability:**

Unless otherwise specifically stated, such as for design-build RFP development, the A/E shall be the Designer of Record for each facility and shall be professionally responsible for all aspects of the design.

**Contract Closing:**

It is mutually agreed that this contract and Task Orders issued on it shall remain open and in effect through the construction period of any Task Order design that results in construction or until release of claims is requested and processed by the government.

**Contractor Manpower Reporting:**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Army via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2018. Contractors may direct questions to the help desk at help desk at: <http://www.ecmra.mil/>

**Antiterrorism/Operations Security (AT/OPSEC):**

All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the training.

All contract employees, including subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.

The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award.

### **Veterans Employment Emphasis for U.S. Army Corps of Engineers Contracts**

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract.

While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

U.S. Department of Labor Veterans employment: [www.vets.gov/](http://www.vets.gov/)

Federal veteran employment information: [www.fedshirevets.gov/index.aspx](http://www.fedshirevets.gov/index.aspx)

Veterans' Employment and Training Service (VETS): <http://www.dol.gov/vets/>

Veterans Opportunity to Work (VOW) Program: <http://benefits.va.gov/vow/>

Hiring Our Heroes initiative: [www.uschamberfoundation.org/hiring-our-heroes](http://www.uschamberfoundation.org/hiring-our-heroes)

**A-E Contractor Statement of Technical Review**  
**Completion of Independent Technical Review**

Project Name: \_\_\_\_\_ P2 No.: \_\_\_\_\_  
 Project Location: \_\_\_\_\_ Product Type: \_\_\_\_\_  
 A-E Contractor: \_\_\_\_\_ A-E Contract No.: \_\_\_\_\_

The A-E Contractor listed above has completed the above listed product for the above listed project and location. Notice is hereby given that an independent technical review (ITR), that is appropriate to the level of risk and complexity inherent in the project, has been conducted as defined in the Quality Control Plan. During the independent technical review, compliance with established policy, principles, and procedures, utilizing justified and valid assumptions, was verified. This included review of: assumptions; methods, procedures, and material used in analyses; alternatives evaluated; the appropriateness of data used and level obtained; and reasonableness of the result, including whether the product meets the customer's needs consistent with law and existing Corps policy. The independent technical review was accomplished by the ITR team listed below. All comments resulting from ITR have been resolved.

\_\_\_\_\_, A-E Project Manager      \_\_\_\_\_ Date

**ITR Team Members (Name, Discipline)**

**Design Team Members (Name, Discipline)**

_____	_____
_____, Team Leader	Date
_____	_____
_____	Date
_____	_____
_____	Date
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_____, Team Leader	Date
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**A-E Contractor**  
**Certification of Independent Technical Review**

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Project Name: \_\_\_\_\_

P2 No.: \_\_\_\_\_

Project Location: \_\_\_\_\_

Product Type: \_\_\_\_\_

A-E Contractor: \_\_\_\_\_

A-E Contract No.: \_\_\_\_\_

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Significant concerns and the explanation of the resolution are as follows:  
*(Describe the major technical concerns, possible impact and resolution -or- list "none identified")*

As noted above, all concerns resulting from the ITR of the above listed project have been fully resolved.

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Principal, A-E Contractor

## Certified Final Design Checklist

Project Name: \_\_\_\_\_

P2 No.: \_\_\_\_\_

Project Location: \_\_\_\_\_

Product Type: \_\_\_\_\_

A-E Contractor: \_\_\_\_\_

A-E Contract No: \_\_\_\_\_

### General:

- Have all documents been prepared in accordance with the QC Plan?
- Have drawings and specifications been coordinated between engineering disciplines?
- Has the ATFP Checklist been provided in the design analysis and signed by the ATFP review team?
- Has the Life Safety/Fire Protection Code review been provided in the design analysis and signed by the fire protection review team?
- Have drawings, specifications, and calculations been checked and initialed by the designer and checker?
- Are review comments closed in DrChecks and incorporated into the Certified Final plans and specifications?
- Is a construction schedule bar chart included in the Design Analysis?
- Are "Engineering Considerations and Instructions to Field Personnel" included in the design analysis? (RBP 08506 LRL)

**(NOTE:** For projects containing pre-engineered buildings, a special note to the field shall be included, requiring a "pre-submittal" meeting with Construction field personnel, Contractor, pre-engineered building supplier, and Engineering Division representatives to discuss the specifications and submittal requirements.)

- Has the signed A-E Contractor Statement of Technical Review (2 forms) been provided?
- Has the Draft DD 1354 been provided?

### Drawings:

- Has the CADD quality been checked to assure legible reproduction at full and half size?
- Have Quality Control Procedures been performed to assure that translated files are fully usable, are complete, and represent the design?
- Have options (if appropriate) been identified on the drawings and coordinated with the price breakout schedule?
- Does the location plan include the location of borrow pits, disposal areas, areas for contractor's office and storage, haul routes, location of Resident/Area Engineer, DPW office, and/or fire station?
- Are the life safety/fire protection code review sheets included?
- Do all drawings indicate the submittal phase?
- Have signature blocks been properly prepared?
- Have drawings been signed, stamped, and dated?

## Certified Final Design Checklist (cont.)

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### Specifications:

- Were latest guide specifications used?
  - Were the specifications prepared in accordance with the contractual requirements including, but not limited to, the project name and location?
  - Has the price breakout schedule been prepared, coordinated with drawings and cost estimate, and provided?
  - Have payment paragraphs been checked and coordinated with the price breakout schedule?
  - Is Section 00 80 00.00 06 complete, to include the following attachments: submittal register, forms, wage rates, etc.?
  - Have the ATOPSEC requirements in Section 00 80 00.00 06 been coordinated with the EOC?  
(for Army, Army Reserve, and Civil Works projects only)
  - Does the LEED specification include the appropriate attachments?
  - Is the SWPPP attached to the environmental specification?
- 

### Cost Estimate:

- Has the cost estimates been prepared and provided in accordance with the contractual requirements?
  - Is the cost estimate within the CCL? If no, have options been included to bring the base within the CCL?
- 

### Miscellaneous:

- Have construction permits been applied for as required by the Clean Air Act and Clean Water Act?
- Has the Certified Final Submittal been made in accordance with all contractual requirements? If not, explain any deviations in the space provided below.

\_\_\_\_\_  
\_\_\_\_\_, A-E Project Manager      \_\_\_\_\_ Date

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4            Inspection Of Services--Fixed Price

AUG 1996

Section F - Deliveries or Performance

PERIOD OF PERFORMANCE

Period of Performance for this contract is five years from date of award.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	14-DEC-2022	9,000,000	RESERVES SECTION 600 DR. MLK JR PLACE, ROOM 973 LOUISVILLE KY 40202-2265 FOB: Destination	H2L0DH0



Section G - Contract Administration Data

PAYMENT

Payments will be made in accordance with Section I of this contract.

## Section H - Special Contract Requirements

### A-E PROVISIONS

#### PERIOD OF SERVICE

The contract period will be 5 years from date of award or until the maximum cumulative contract value of \$9,000,000.00 is reached, whichever occurs first.

#### TYPE OF CONTRACT AND GOVERNMENT OBLIGATION

This is an indefinite-delivery, indefinite-quantity (IDIQ) contract utilizing firm-fixed price task orders for the services specified in the Performance Work Statement that may or may not be required during the contract period. Total orders placed against this contract shall not exceed \$9,000,000.00 over a 5-year period. The Government hereby obligates itself to obtain no less than \$10,000.00 in services during the period of this contract. Should the Government fail to order \$10,000.00 in services during the specified contract period, payment of damages will be made upon receipt of written claim from the contractor. In the event some services are ordered, but for an amount less than \$10,000.00, damages will only be paid on difference between the actual amount ordered and the \$10,000.00 obligation. Payment under this provision, if any, and the supplies and services to be obtained by this instrument, will be chargeable to the following appropriation and accounting data:

021 NA 2017 2017 2017 2080 000 0000 CCS: NA H2 2017 08 8041 131R79A1000 33017 3230 2L5H58

Upon issuance of the first task order these funds will be deobligated without modification to this contract.

#### ORDERING (SUPPLEMENTAL)

To clarify the contract clause DFARS 252.216-7006 ORDERING; the following will apply:

(a) Services for each task order may be requested either verbally or in writing. A letter request for proposal will be issued by the Contracting Officer. Oral or telecommunications requests will be issued only by the Contracting Officer. See also "Emergency Issuance of Task Orders" in this contract Section.

(b) The Government request for proposal will delineate (1) General Performance Work Statement, (2) Location of Work, (3) Character and Extent of Services, (4) Technical Requirements that supplement or complement those contained in section C of this basic contract and (5) time period(s) within which the work must be performed.

(c) The Architect-Engineer will prepare an estimate of his time and cost(s) to perform the work, and submit his proposal in writing to the Contracting Officer within 10 calendar days. In some cases, the Contracting Officer may request a shorter time period. Verbal proposals, when so requested and authorized, will be directed only to the Contracting Officer. Itemized cost proposals will correspond to the units contained in schedule A of this contract.

(d) Each task order will be discussed by the Architect-Engineer's and the Contracting Officer's representatives, as necessary, to develop a mutual understanding of:

- (1) Type and Performance Work Statement to be accomplished, including accuracy criteria.
- (2) End product required by the Contracting Officer.
- (3) Commencement and completion dates required by the Contracting Officer.
- (4) Existing site conditions, survey control, and other available data.
- (5) A fair and reasonable estimated cost to perform the work.

(e) Time periods within which required work must be accomplished will be defined in each task order placed against the basic contract. Each task order will contain the agreed to Performance Work Statement, type(s) of service(s) to be performed, specific deliverable items, and the negotiated fixed-price cost for performing the work.

(f) EMERGENCY ISSUANCE OF TASK ORDERS: For certain restricted types of work requiring expedited and immediate field support, only the Contracting Officer may telephonically convey the Performance Work Statement and negotiate time and cost. Only the Contracting Officer may then issue a verbal order to

proceed with the work. Verbal issuances of requests for proposals and orders to proceed are restricted to projects involving critical construction measurement, payment, or acceptance survey support where delays in fielding such support would adversely impact construction progress, or survey support for emergency operations where delays in obtaining such support could be hazardous to life and property.

#### UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT OR OTHER PERSONNEL

The Architect-Engineer will not accept instructions issued by any person employed by the U. S. Government or otherwise, other than the Contracting Officer, or the Authorized Representative of the Contracting Officer acting within the limits of his authority.

#### DESIGNATION OF ORDERING OFFICER

Any USACE, Louisville District Contracting Officers are hereby authorized to sign task orders on behalf of the Contracting Office.

#### DESIGNATION OF AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR

The Architect-Engineer will assign a member or employee who will act as Project Manager during the course of each task order. This official will be responsible for affording liaison between the contract forces and the Contracting Officer. This designation will be in writing and a copy furnished to the Contracting Officer.

#### METHOD OF PAYMENT (Task Orders)

To supplement the contract clause FAR 52.232-10 Payments for Fixed-Price Architect-Engineer Contracts; for this contract the following will apply:

(a) Monthly payment will be made on the Architect-Engineer's estimate of work accomplished upon submission of Engineer Form 93, "Payment Estimate-Contract Performance." The Architect-Engineer will submit two (2) original signed copies of this form.

(b) No partial payment will be made for task orders of less than 30 calendar days duration.

#### TESTIMONY IN JUDICIAL PROCEEDINGS

The Architect-Engineer may be required to furnish competent personnel to attend conferences and furnish expert testimony relating to any of the data or reports furnished under this contract. When required, arrangements for these services and payment therefore will be made by representatives of either the Corps of Engineers or the Department of Justice.

#### COMPLIANCE WITH APPLICABLE LAWS

The Architect-Engineer will be responsible that his employees strictly observe the laws of the United States or other governing body affecting all operations at all sites. This will include regulations imposed by military installations. The Architect-Engineer will comply with all applicable laws under which he is operating including those concerning the inspection and operation of equipment and the licensing of engineers, land surveyors, pilots, mechanics, and other personnel required under this contract.

## SAFETY REQUIREMENTS

In accordance with the contract clause "Accident Prevention" the Architect-Engineer will comply with the applicable portions of the US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, as revised, and the applicable portions of the latest OSHA Standards for the work covered in this contract. EM 385-1-1 is available on the Internet at:

<http://www.usace.army.mil/SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx>

## SUBMITTING PROPOSALS BY EXPRESS MAIL

Firms choosing to submit proposals by courier or **express** mail should address their package to the street address as follows:

U.S. Army Corps of Engineers  
ATTN: Glenn Moon, CT  
600 Dr. Martin Luther King, Jr., Place, Room 821  
Louisville, KY 40202

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014

52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-10	Payments under Fixed-Price Architect-Engineer Contracts	APR 2010
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-26	Prompt Payment for Fixed-Price Architect-Engineer Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-22	Design within Funding Limitations	APR 1984
52.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
52.236-25	Requirements for Registration of Designers	JUN 2003
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)	AUG 1998
52.244-6	Subcontracts for Commercial Items	JAN 2017
52.249-7	Termination (Fixed-Price Architect-Engineer)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7000	Disclosure Of Information	OCT 2016

252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7024	Notice and Approval of Restricted Designs	APR 1984
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7004	DOD Progress Payment Rates	OCT 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7009	Option for Supervision and Inspection Services	DEC 1991
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause--

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.



(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of \$9,000,000.00.

(2) Any order for a combination of items in excess of \$9,000,000.00; or

(3) A series of orders from the same ordering office within 10 Calendar 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 10 Calendar 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)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple

destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from expiration of this contract.

(End of clause)

#### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within a date to be determined on a Task Order Basis. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 years from date of award.

(End of clause)

#### 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause--

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

Determined on a Task Order Basis.

(End of clause)

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):

The full text of FAR clauses and provisions (numbered as 52.XXX-XX) can be found at this site:  
<http://farsite.hill.af.mil/vmfara.htm>

The full text of DFARS clauses and provisions (numbered as 252.XXX-XX) can be found at this site:  
<http://farsite.hill.af.mil/vmdfara.htm>

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from time of award through five years from date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)