ORIGINAL

ARCHITECT-ENGINEER CONTRACT

1. CONTRACT NO.
HQ0034-07-D-1002

2. DATE OF CONTRACT
22 Feb 2007

3A. NAME OF ARCHITECT-ENGINEER
SHALOM BARANES - HSMM JV -WHS

3B. TELEPHONE NO (Include Area Code)
202 342-2200

3C. ADDRESS OF ARCHITECT-ENGINEER (include zip code)
3299 K STREET NW
WASHINGTON DC 20007-4415

CODE 4MY73

4. DEPARTMENT OR AGENCY AND ADDRESS (include ZIP Code)
WHS ACQUISITION & PROCUREMENT OFFICE
1155 DEFENSE PENTAGON
WASHINGTON DC 20301-1155

HQ0034

TEL: FAX:

5. PROJECT TITLE AND LOCATION
Indefinite Quantity / Indefinite Delivery contract for Architectural and Engineering Services for the Washington Headquarters Services in federally owned or leased facilities in the Washington DC National Capital Area and surrounding areas.

6. CONTRACT FOR (General description of services to be provided)
This contract shall provide feasibility studies, project development, construction documents, cost estimates, project schedules, construction management, and design analysis for: new construction; rehabilitation; alteration; repair; and utility projects. These services are for a variety of projects that encompass the major architectural and engineering disciplines. Services may include specialized areas described in the Scope of Work. The services may also be used to assist the Government in determining appropriate solutions for design/construction errors or omissions, and quality assurance.

Options: The contract provides for a base period of one year and four (4) consecutive one year option periods, at the option of the Government, with distinct rates for each option period and the same terms and conditions for each option period.

The minimum guarantee under this contract is for the base period only. The minimum guaranteed amount is $3,500.00

7. CONTRACT AMOUNT (Express in words and figures)
Total aggregate fee limitation: Six Million Dollars ($6,000,000.00EST) per year

$6,003,500.00 EST

8. NEGOTIATION AUTHORITY

9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA

See Schedule

SUBMIT INVOICES TO:
WHS ACQUISITION & PROCUREMENT OFFICE
1155 DEFENSE PENTAGON
WASHINGTON DC 20301-1155

CODE HQ0034

PAYMENT WILL BE MADE BY:
DFAS COLUMBUS CENTER
DFAS-CO/SOUTH ENTITLEMENT OPERATIONS
P.O. BOX 182264
COLUMBUS OH 43218-2264

CODE HQ0338

10. The United States of America (called the Government) represented by the Contracting Officer executing this contract and the Architect-Engineer agree to perform this contract in strict accordance w ith the clauses and the documents identified as follow s, all of w hich are made a part of this contract:

A. Appendix A Statement of Architect-Engineer Service
B. Appendix B, Fee Schedule (Base and all Options)

If the parties to this contract are comprised of more than one legal entity, each entity shall be jointly and severely liable under this contract. The parties here to have executed this contract as of the date recorded in Item 2.

	SIGNATURES	NAMES AND TITLES (Typed)
	11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR	
A		
B		
C		
D		

12. THE UNITED STATES OF AMERICA

MICHAEL MURTHA TEL: (703) 588-1109 CONTRACTING OFFICER EMAIL: michael.murtha@whs.mil	M J Murtha Contracting Officer

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		6,000,000	Dollars, U.S.	$1.00	$6,000,000.00 EST
	Base Year FFP The contractor shall provide architectural and engineering services as described in the Statement of Work.				
				MAX NET AMT	$6,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		6,000,000	Dollars, U.S.	$1.00	$6,000,000.00 EST
OPTION	Option Year 1 FFP The contractor shall provide architectural and engineering services as described in the Statement of Work.				
				MAX NET AMT	$6,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		6,000,000	Dollars, U.S.	$1.00	$6,000,000.00 EST
OPTION	Option Year 2 FFP The contractor shall provide architectural and engineering services as described in the Statement of Work.				
				MAX NET AMT	$6,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		6,000,000	Dollars, U.S.	$1.00	$6,000,000.00 EST
OPTION	Option Year 3 FFP The contractor shall provide architectural and engineering services as described in the Statement of Work.				
				MAX NET AMT	$6,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		6,000,000	Dollars, U.S.	$1.00	$6,000,000.00 EST
OPTION	Option Year 4 FFP The contractor shall provide architectural and engineering services as described in the Statement of Work.				
				MAX NET AMT	$6,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lot	$3,500.00	$3,500.00
	Guaranteed Minimum FFP This CLIN provides funding for the guaranteed minimum contract value. As Task Orders are issued this CLIN will be reduced and once the minimum contract value is met this CLIN shall be reduced to $0.00.				
				NET AMT	$3,500.00
	ACRN AA				$3,500.00

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	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	$3,500.00		$30,000,000.00

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	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	$3,500.00		$3,000,000.00

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		$3,500.00		$6,000,000.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		$3,500.00		$3,000,000.00
0002		$3,500.00		$3,000,000.00
0003		$3,500.00		$3,000,000.00
0004		$3,500.00		$3,000,000.00
0005		$3,500.00		$3,000,000.00
0006		$		$

Section C - Descriptions and Specifications

APPENDIX A STATEMENT OF WORK

Architect-Engineer Services for Projects within the National Capital Region for Washington Headquarters Services (WHS)

I. Scope of Work Identification

A. Title: Indefinite Quantity Indefinite Delivery Contract for Architect-Engineer Services

B. Location: Washington, D. C. and its Metropolitan Area

C. Client Agency: Washington Headquarters Services (WHS):

- Defense Facilities Directorate (DFD)
- Pentagon Renovation (PENREN)
- BRAC Program Office (BPO)

II. Contract Scope Of Work Services and Requirements

A. General Project Services and Requirements—Description and Background

1. This is an IDIQ contract obligating the Architect-Engineer (A/E) to provide input primarily for, but not limited to, Architectural services for design, post construction award, and related engineering support for Federally owned and leased buildings controlled and/or operated by the Department of Defense in the Washington, D. C. metropolitan area, as required by WHS (DFD, PENREN, & BPO). The specificity of these services shall be stipulated in a task order. Anticipated projects and task orders assigned under this contract shall include, in addition to the primary Architectural services, support from various Engineering (i.e. Civil, Structural, Blast, Mechanical/Plumbing, and Electrical), Interior Design, Landscape Architecture, Space Planning, Master Planning and other consulting disciplines.

2. Under this contract and at the option of the Government, the A/E may be required to furnish all or some of the following tasks: design development as related to the project requirements; contract document development (to include drawings, specifications, cost estimates, and other associated documents); building and site surveys; various types of studies; research, and analyses; cost estimates; post construction award services (PCAS) (i.e. construction inspection, submittal reviews, and preparation of as-built drawings; and other related services). Prospective projects may include design and rehabilitation of utilities, paved areas, landscaping, security improvements, fire protection, structural analyses and rehabilitation, preservation and renovation of office sites, and other specialty work. The Government reserves the right to determine the specific project type and tasking within the broad parameters of this contract.

B. Contract Performance Times

1. This contract shall provide for a one (1) base year and four (4) consecutive optional 12-month periods with the same stipulations as the base year. The contract's total maximum dollar amount shall not exceed $6,000,000 per year and, the minimum dollar amount, for any single task order, shall not be less than $3,500.

2. For each task order, a specific fee shall be negotiated and qualified. In addition, each delivery order shall establish a schedule of submissions, quantities, and reviews.

3. The Government at any time during this one (1) year period or option periods may issue task orders under this contract provided the maximum designated amount has not been exceeded. Actual performance of any task order may extend beyond the one (1) year period. Several task order performance times and schedules may run concurrent with each other depending on the need of the Government at the time.

4. The actual performance time for each scope of work shall be denoted when the specific task order is issued. The Government expects that each task order shall be completed within the time period established. Failure to complete a task order within a given time period may constitute a slippage. The A/E is required to immediately report expected slippages in the schedule. Continued failure by the A/E to diligently execute work to successfully meet required task order dates shall be sufficient grounds for the Government to terminate the task order and this contract. Completion dates may be extended if performance is delayed due to causes beyond the control and through no fault or negligence of the A/E.

C. Contract Performance Constraints

1. A Majority of the projects' facilities require security clearances for direct access and movement throughout a building. In addition, A/E personnel may be required to be escorted during necessary field investigations.

2. Key personnel of the A/E with Department of Defense (DOD) security clearances assist in expediting project execution in a timely manner, although this is not a requirement to initiate this contract. Applications for all security clearances can be provided and the process begun immediately following contract approval. Security clearance checks may take as little as seven (7) days or as long as two years, depending on the level and type of security sought. Initiation of this process as early as possible is highly recommended.

III. Contract Selections and Assignments for Each Task Order

A. General Procedures and Requirements

1. Upon receipt of a task order, the A/E shall be requested to produce a fee proposal for services to be rendered for that particular task order. As with any standard task order process, the Government shall negotiate a final cost with the appointed A/E and, issue an official task order prior to the A/E receiving a notice-to-proceed or initiating project action.

2. During the course of the contract, many and numerous task orders shall be produced for A/E responses and requests to produce a fee proposal for services. Time shall be of the essence in expediting these task orders and initiating action. As a result of this condition, the period for producing a response to a Government task order request

may be as minimal as twenty-four (24) clock hours from the time of receipt of the formal request. On average, response times shall be three (3) to five (5) working days.

3. For responses to requests for fee proposals for each task order, appropriate copies must be received not later than the due date specified. Each scope of work and task order shall define the required response time. Facsimile copies of responses are acceptable. Also, these responses may be emailed to the Contracting Officer as a means of expediting action. The assigned Contracting Officer will provide the appropriate address to submit these responses via mail, fax, or email.

4. Pre-set pricing matrices for often repeated tasks may be mutually agreed upon, based on negotiated hourly rates.

IV Key Personnel

A. The A/E shall employ the professional personnel identified in Section 7 of Standard Form 330 to perform the services required under this contract, and shall be included as an appendix to this contract. A substitution may not be made without approval by the Government. An increase in salary rates shall not be allowed when substitute personnel are authorized.

B. Special conditions and consultant rates not previously negotiated, when required, shall be subject to negotiations between the A/E and the Government.

V. Contract Standard Tasks and Services to be Performed by the A/E and the Government

A. General Services and Requirements—Description and Background

Primary tasks and services shall be expected of the A/E in the performance of each task order. Each task order may further define additional and specific tasks and services. On the other hand, the Government also shall provide basic support and administrative services to assist in a successful, efficient, and timely execution of each task order. The contents of this section discusses the anticipated tasks and services each party shall perform during the execution of this contract.

B. A/E Tasks and Services

1. The A/E shall furnish the necessary personnel, materials, facilities, labor, equipment, and services as required to fully execute each task order.

2. The following basic tasks and anticipated services shall be performed under this contract include:

a. Furnish progress reports, meeting minutes, and analyses of the work;

b. Prepay shipping charges and courier fees on all charts, sketches, drawings, reports, samples, and other documentation or articles sent to the Government;

c. Coordinate the A/E's work with related work of Government personnel;

d. Report, to the Government, any ambiguities or discrepancies found in the project requirements, criteria, or documents involving either the A/E's or the Government's tasking within three (3) working days of its findings, discovery, and determination;

e. Confer with Government and coordinate with the efforts and requirements of State and Local Government agencies;

f. Comply with all codes, regulations, and required laws applicable to design and construction within the jurisdiction and location of the task order;

g. Visit project site(s), hold conferences and discussions with Government representatives, and perform all other actions found necessary or required for the accomplishment of design and document development under each task order; these meetings, conferences, and related activities may take place in the A/E's office, Government facilities, construction contractor's spaces, manufacturer's offices and facilities, product showrooms, project site, or other location appropriate to conducting business in order to accomplish all specified goals and requirements;

h. During the course of design and/or construction of the task order, check and recommend, for Government approval or rejection, reports, proposals, shop drawings, samples, equipment lists, descriptive data and literature, and other similar tasks related to the A/E's portion of the task order; and,

i. When an option or specific direction for Post Construction Award Services (PCAS) are included in a delivery order, the A/E shall be required, in addition to the applicable statements above to:

(1) Perform site inspections and complete observation reports;

(2) Provide progress reviews as required;

(3) Attend construction progress meetings;

(4) Review progress payments submitted by the construction contractor and provide recommendations with regard to these payments; and,

(5) If the construction bids exceed the Government estimate, provide an analysis and recommendations with regard to the contractors' bids and the design-cost reflected in each task order. When bids or proposals for the construction contract are received that exceed the estimated price, the A/E shall perform redesign and other services necessary to permit contract award within the defined funding limitations. These services shall be performed, at no cost to the Government, unless the unfavorable bids or proposals are the result of conditions beyond the A/E's reasonable control.

C. Government Tasks and Services

1. The Government shall provide necessary Government procurement, technical, and other appropriate personnel to administer Government procedures, policies, methods of operations, submission formatting, facility access, contracting concerns and issues, and other related actions and activities to support the A/E performing the project work. The Government shall not execute or be tasked to render work that is inherently the responsibility and service requirements of the A/E with respect to this contract and each task order.

2. The following basic tasks and anticipated services shall be performed by Government personnel in support of this contract:

   a. Furnish a task order denoting the specific services to be performed by the A/E;

   b. Review all material submitted by the A/E;

   c. Duplicate final, approved contract drawings and specifications as required;

   d. Direct actions specific to the A/E during this contract and within the requirements of each task order;

   e. Serve as liaison between the A/E and personnel occupying project spaces;

   f. Authorize payment for services completed;

   g. Obtain bids, award contracts, approve material and samples (oftentimes based on the recommendations of the A/E), and administer and inspect the construction as necessary and required;

   h. Resolve disputes between client requirements and task order requirements; and,

   i. Provide existing condition and historic documents <u>only</u> as and when they may be available.

VI. Travel, Reproduction, and Courier Costs

Travel, reproduction, and courier costs required in connection with performance of a task order shall be included in the detailed cost breakdown and shall be submitted with the A/E's proposal for the task order. Travel costs shall not exceed the prevailing Government travel and per diem rates. Courier costs shall not exceed the direct costs for these services.

VII. Release Of Information

The A/E shall not disseminate any information concerning the specific projects without approval of the Government.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 22-FEB-2007 TO 21-FEB-2008	N/A	N/A FOB: Destination	
0002	POP 22-FEB-2008 TO 21-JAN-2009	N/A	N/A FOB: Destination	
0003	POP 22-FEB-2009 TO 21-FEB-2010	N/A	N/A FOB: Destination	
0004	POP 22-FEB-2010 TO 21-FEB-2011	N/A	N/A FOB: Destination	
0005	POP 22-FEB-2011 TO 21-FEB-2012	N/A	N/A FOB: Destination	
0006	POP 22-FEB-2007 TO 21-FEB-2008	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X.4950.2020.PX151.7730.2516.S49447.RFAC72737
AMOUNT: $3,500.00
CIN 00000000000000000000000000000: $3,500.00

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

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	JUL 1995
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 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-22	Indefinite Quantity	OCT 1995
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
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	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
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	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-10	Payments under Fixed-Price Architect-Engineer Contracts	AUG 1987
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-26	Prompt Payment for Fixed-Price Architect-Engineer Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003

52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
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
52.242-14	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	FEB 2006
52.249-7	Termination (Fixed-Price Architect-Engineer)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
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 Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(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 Schedule. Such orders may be issued from February 22, 2007 through February 21, 2012 [insert dates].

(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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(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 $3,500.00 (insert dollar figure or quantity), 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 $3,000,000.00 (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of $3,000,000.00 (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within 14days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 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)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.
(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the projects described in this contract will be established in each Deliver Order

(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):

http:/farsite.hill.af.mil/

(End of clause)

INVOICING INSTRUCTIONS (WHS, A&PO Nov 2006)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", Washington Headquarters Services, Acquisition & Procurement Office (WHS, A&PO) utilizes WAWF-RA to electronically process vendor request for payment. The web based system is located at https://wawf.eb.mil, which provides the technology for government contractors and authorized Department of Defense (DOD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) will no longer be accepted for payment.

The contractor shall (i) ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at http://www.ccr.gov/ and (ii) register to use WAWF-RA at https://wawf.eb.mil

within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company CCR EB is activated, the CCR EB will self-register on the WAWF and follow the instructions for a group administrator. Step by step instructions to register are available at http://wawf.eb.mil.

The contractor is directed to select either "Invoice as 2-in-1" for services only or "Invoice and Receiving Report (Combo)" for supplies or any combination of goods and services. Both types of invoices fulfill the requirement for submission of the Material Inspection and Receiving Report, DD Form 250.

Back up documentation may be attached to the invoice in WAWF under the "Misc Info" tab. Fill in all applicable information under each tab.

The following required information should automatically pre-populate in WAWF; if it does not populate, or does not populate correctly, enter the following information:

"Issue by DoDAAC" field enter **HQ0034**

"Admin DoDAAC" field enter **HQ0034**

"Payment DoDAAC" field enter HQ0338

"Ship to Code/ EXT" field enter in HQ0034 and FACTM3 in the extension field.

"Inspect By DoDAAC/ EXT" fields HQ0197

"LPO DoDAAC/ EXT" fields - "Leave blank" ALWAYS leave blank.

Contractor shall verify that the DoDAACs automatically populated by the WAWF-RA system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

Take special care when entering Line Item information . The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).

- ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ ACRN.

- Unit Price

- Unit of Measure

Shipment numbers must be formatted as follows:

For Services, enter 'SER' followed by the last 4 digits of the invoice number.

For Construction, enter 'CON' followed by the last 4 digits of the invoice number.

For Supplies, enter 'SUP' followed by the last 4 digits of the invoice number.

If the invoice number is less than 4 digits, enter leading zeros.

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the following email address barbara.hickman@whs.mil in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Appendix B Fee Schedule (Base and all Options)		20-FEB-2007