

NOTICE: Contract award shall be issued pursuant to the requirements of the Small Business Competitiveness Demonstration Program under P.L. 100-656

SOLICITATION NO. 14-3K15-02

OMB No. 0505-0005

**ARCHITECT-ENGINEER CONTRACT**

1. Contract No.

53-3K15-3-2500

2. Date of Contract

**MAY 12 2003**

3A. NAME OF ARCHITECT-ENGINEER

The Johnson-McAdams Firm

3B. TELEPHONE NO.

(Include Area Code)

(662) 455-4943

3C. ADDRESS OF ARCHITECT-ENGINEER (Include Zip Code)

108 W. Market Street  
Greenwood, MS 38930

DUNS NO. 153915913

TAXPAYER ID # 6400734237

4. DEPARTMENT OR AGENCY AND ADDRESS (Include Zip Code)

Hand-carried/Courier Address

U.S. Mail Delivery

U.S. Dept. of Agriculture, ARS  
FD, FCB, 5601 Sunnyside Avenue  
MAIL STOP 5124 - Rm 4-1240B  
Beltsville, MD 20705-5100

U.S. Dept. of Agriculture, ARS  
FD, FCB, 5601 Sunnyside Avenue  
MAIL STOP 5124  
Beltsville, MD 20705-5100

5. PROJECT TITLE AND LOCATION

Indefinite Quantity Contract for Architectural-Engineering Services for Mid-South Area

6. CONTRACT FOR (General description of services to be provided)

A-E Services for repair, maintenance, alteration, design review Services, and/or new construction projects located in the Mid-South Area (MSA) (Alabama, Kentucky, Louisiana, Mississippi and Tennessee). Specific requirements will be identified/incorporated into individual Task Orders.

7. CONTRACT AMOUNT (EXPRESS IN WORDS AND FIGURES)

To be obligated by individual Task Orders

8. NEGOTIATION AUTHORITY

Public Law 92-582.40 U.S.C. 541

9. ADMINISTRATIVE, APPROPRIATION AND ACCOUNTING DATA

To be identified on individual Task Orders.

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 WITH THE CLAUSES AND THE DOCUMENTS IDENTIFIED AS FOLLOWS, ALL OF WHICH ARE MADE A PART OF THIS CONTRACT:

STANDARD FORM 252 SOLICITATION PROVISIONS  
CONTRACT CLAUSES STATEMENT OF WORK

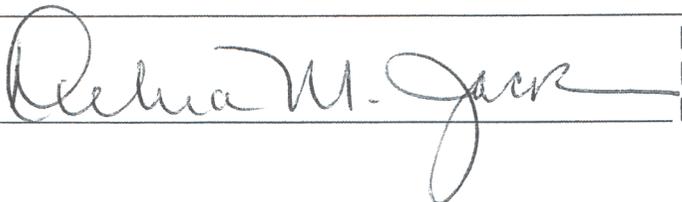
IF THE PARTIES TO THIS CONTRACT ARE COMPRISED OF MORE THAN ONE LEGAL ENTITY, EACH ENTITY SHALL BE JOINTLY AND SEVERELY LIABLE UNDER THIS CONTRACT. THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT AS OF THE DATE RECORDED IN ITEM 2.

SIGNATURES | NAMES AND TITLES (TYPED)

11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR

A		David Leard General Manager
B		
C		
D		

12. THE UNITED STATES OF AMERICA



CONTRACTING OFFICER

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## SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

### **B.1 SCOPE OF WORK**

The U. S. Department of Agriculture (USDA), Agricultural Research Service (ARS) requires the A-E contractor to perform architectural and engineering services to support major facility renovation projects, repair and maintenance, alteration, and/or new construction projects (including greenhouses and specialized farm buildings) for its research laboratory facilities located in the Mid-South Area (Alabama, Kentucky, Louisiana, Mississippi and Tennessee). Specific requirements will be incorporated into individual task orders.

### **B.2 KEY PERSONNEL**

The contractor shall employ the services of personnel agreed upon during negotiations to perform the services required under this contract. No substitution will be made without written approval of the Contracting Officer. Refer to Section H.1, Key Personnel.

### **B.3 PRICE SCHEDULE**

For other specialized disciplines not listed below, rates and qualifications must be submitted and approved by the Government to be negotiated with each task order.

**B.3.1 Initial Period of Performance - Date of Award through April 30, 2004**

<u>Labor Disciplines</u>	<u>Rate Per Hour</u>	<u>Labor Disciplines</u>	<u>Rate Per Hour</u>
Principal	\$131.45	Senior Architect	\$100.95
Project Manager	\$103.72	Architect	N/A
		Junior Architect	N/A
Senior Structural Engineer	\$105.10	Architectural Designer	
Structural Engineer	\$91.17	Architectural Draftsperson	\$49.40
Junior Structural Engineer	N/A		
Structural Engineer	N/A	Senior Mechanical Engineer	\$88.45
Structural Draftsperson	\$49.40	Mechanical Engineer	\$81.63
		Junior Mechanical Engineer	N/A
Senior Civil Engineer	\$99.15	Mechanical Designer	N/A
Civil Engineer	\$44.76	Mechanical Draftsperson	\$49.40
Junior Civil Engineer	N/A		
Civil Designer	N/A	Senior Chemical Engineer	N/A
Civil Draftsperson	\$49.40	Chemical Engineer	N/A
		Junior Chemical Engineer	N/A
Senior Electrical Engineer	\$96.77		
Electrical Engineer	\$88.45	Certified Industrial Hygienist	\$92.45
Junior Electrical Engineer	N/A	Industrial Hygienist	\$49.65
Electrical Designer	N/A	Technician	\$49.40
Electrical Draftsperson	\$49.40		
		Roofing Technician	\$45.70
Geotechnical/Soils Engineer	\$99.15		
Surveyor	\$27.37	Fire Protection Engineer	\$81.63
Junior Surveyor	N/A	Fire Safety Consultant	N/A
Environmental Engineer	\$82.13	Value Engineer	\$103.72
Industrial Ventilation Consultant	N/A	Agricultural Engineer	N/A
Resident Engineer	\$98.80	Telecommunications and	\$96.77
Inspector	\$81.64	Data Processing Consultant	N/A
Senior Estimator	\$81.46	Senior Specifications Writer	\$68.57
Estimator	N/A	Specifications Writer	N/A
Clerical	\$51.33	Computer Assisted Design (CAD)	\$49.40

The profit rate of 10% has been accepted as proposed. The above rates do not include that rate.

Note: Other direct costs (such as travel and reproduction) to be negotiated with each task order.  
The above rates shall be fully burdened.

**B.3.2 First Option Period of Performance - May 1, 2004 through April 30, 2005**

<u>Labor Disciplines</u>	<u>Rate Per Hour</u>	<u>Labor Disciplines</u>	<u>Rate Per Hour</u>
Principal	\$136.71	Senior Architect	\$104.99
Project Manager	\$107.86	Architect	N/A
		Junior Architect	
Senior Structural Engineer	\$109.30	Architectural Designer	
Structural Engineer	\$94.81	Architectural Draftsperson	\$51.38
Junior Structural Engineer	N/A		
Structural Engineer	N/A	Senior Mechanical Engineer	\$91.99
Structural Draftsperson	\$51.38	Mechanical Engineer	\$84.90
		Junior Mechanical Engineer	N/A
Senior Civil Engineer	\$103.11	Mechanical Designer	N/A
Civil Engineer	\$46.55	Mechanical Draftsperson	\$51.38
Junior Civil Engineer	N/A		
Civil Designer	N/A	Senior Chemical Engineer	TBD
Civil Draftsperson	\$51.38	Chemical Engineer	N/A
		Junior Chemical Engineer	N/A
Senior Electrical Engineer	\$100.65		
Electrical Engineer	\$91.99	Certified Industrial Hygienist	\$96.15
Junior Electrical Engineer	N/A	Industrial Hygienist	\$51.63
Electrical Designer	N/A	Technician	\$51.38
Electrical Draftsperson	\$51.38		
		Roofing Technician	\$47.52
Geotechnical/Soils Engineer	\$103.11		
Surveyor	\$28.46	Fire Protection Engineer	\$84.90
Junior Surveyor	N/A	Fire Safety Consultant	TBD
Environmental Engineer	\$85.41	Value Engineer	\$107.86
Industrial Ventilation Consultant	N/A	Agricultural Engineer	TBD
Resident Engineer	\$102.75	Telecommunications and	\$100.65
Inspector	\$84.90	Data Processing Consultant	
Senior Estimator	\$84.72	Senior Specifications Writer	\$71.31
Estimator	N/A	Specifications Writer	N/A
Clerical	\$53.38	Computer Assisted Design (CAD)	\$51.38

The profit rate of 10% has been accepted as proposed. The above rates do not include that rate.

Note: Other direct costs (such as travel and reproduction) to be negotiated with each task order. The above rates shall be fully burdened.

**B.3.3 Second Option Period of Performance - May 1, 2005 through April 30, 2006**

<u>Labor Disciplines</u>	<u>Rate Per Hour</u>	<u>Labor Disciplines</u>	<u>Rate Per Hour</u>
Principal	\$142.18	Senior Architect	\$109.19
Project Manager	\$112.18	Architect	N/A
		Junior Architect	N/A
Senior Structural Engineer	\$113.67	Architectural Designer	N/A
Structural Engineer	\$98.61	Architectural Draftsperson	\$53.43
Junior Structural Engineer	N/A		
Structural Engineer	N/A	Senior Mechanical Engineer	\$95.67
Structural Draftsperson	\$53.43	Mechanical Engineer	\$88.29
		Junior Mechanical Engineer	N/A
Senior Civil Engineer	\$107.24	Mechanical Designer	N/A
Civil Engineer	\$48.41	Mechanical Draftsperson	\$53.43
Junior Civil Engineer	N/A		
Civil Designer	N/A	Senior Chemical Engineer	TBD
Civil Draftsperson	\$53.43	Chemical Engineer	TBD
		Junior Chemical Engineer	TBD
Senior Electrical Engineer	\$104.67		
Electrical Engineer	\$95.67	Certified Industrial Hygienist	\$100.00
Junior Electrical Engineer	N/A	Industrial Hygienist	\$53.70
Electrical Designer	N/A	Technician	\$53.43
Electrical Draftsperson	\$53.43		
		Roofing Technician	\$49.42
Geotechnical/Soils Engineer	\$107.24		
Surveyor	\$29.60	Fire Protection Engineer	\$88.29
Junior Surveyor	N/A	Fire Safety Consultant	TBD
Environmental Engineer	\$88.83	Value Engineer	\$112.18
			\$0.00
Industrial Ventilation Consultant	N/A	Agricultural Engineer	TBD
Resident Engineer	\$106.86	Telecommunications and	\$104.67
Inspector	\$88.30	Data Processing Consultant	
Senior Estimator	\$88.11	Senior Specifications Writer	\$74.16
Estimator	N/A	Specifications Writer	N/A
Clerical	\$55.51	Computer Assisted Design (CAD)	\$53.43

The profit rate of 10% has been accepted as proposed. The above rates do not include that rate.

Note: Other direct costs (such as travel and reproduction) to be negotiated with each task order. The above rates shall be fully burdened.

**B.3.4 Third Option Period of Performance - May 1, 2006 through April 30, 2007**

<u>Labor Disciplines</u>	<u>Rate Per Hour</u>	<u>Labor Disciplines</u>	<u>Rate Per Hour</u>
Principal	\$147.87	Senior Architect	\$113.55
Project Manager	\$116.67	Architect	N/A
		Junior Architect	
Senior Structural Engineer	\$118.22	Architectural Designer	
Structural Engineer	\$102.55	Architectural Draftsperson	\$55.57
Junior Structural Engineer	N/A		
Structural Engineer	N/A	Senior Mechanical Engineer	\$99.50
Structural Draftsperson	\$55.57	Mechanical Engineer	\$91.83
		Junior Mechanical Engineer	N/A
Senior Civil Engineer	\$111.53	Mechanical Designer	N/A
Civil Engineer	\$50.34	Mechanical Draftsperson	\$55.57
Junior Civil Engineer	N/A		
Civil Designer	N/A	Senior Chemical Engineer	TBD
Civil Draftsperson	\$55.57	Chemical Engineer	N/A
		Junior Chemical Engineer	N/A
Senior Electrical Engineer	\$108.86		
Electrical Engineer	\$99.50	Certified Industrial Hygienist	\$104.00
Junior Electrical Engineer	N/A	Industrial Hygienist	\$55.85
Electrical Designer	N/A	Technician	\$55.57
Electrical Draftsperson	\$55.57		
		Roofing Technician	\$51.40
Geotechnical/Soils Engineer	\$111.53		
Surveyor	\$30.78	Fire Protection Engineer	\$91.83
Junior Surveyor	N/A	Fire Safety Consultant	TBD
Environmental Engineer	\$92.38	Value Engineer	\$116.67
Industrial Ventilation Consultant	N/A	Agricultural Engineer	TBD
Resident Engineer	\$111.14	Telecommunications and	\$108.86
Inspector	\$91.83	Data Processing Consultant	
Senior Estimator	\$91.63	Senior Specifications Writer	\$77.13
Estimator	N/A	Specifications Writer	N/A
Clerical	\$57.74	Computer Assisted Design (CAD)	\$55.57

The profit rate of 10% has been accepted as proposed. The above rates do not include that rate.

Note: Other direct costs (such as travel and reproduction) to be negotiated with each task order. The above rates shall be fully burdened.

**B.3.5 Fourth Option Period of Performance - May 1, 2007 through April 30, 2008**

<u>Labor Disciplines</u>	<u>Rate Per Hour</u>	<u>Labor Disciplines</u>	<u>Rate Per Hour</u>
Principal	\$153.78	Senior Architect	\$118.10
Project Manager	\$121.33	Architect	N/A
		Junior Architect	
Senior Structural Engineer	\$122.95	Architectural Designer	
Structural Engineer	\$106.65	Architectural Draftsperson	\$57.79
Junior Structural Engineer	N/A		
Structural Engineer	N/A	Senior Mechanical Engineer	\$103.47
Structural Draftsperson	\$57.79	Mechanical Engineer	\$95.50
		Junior Mechanical Engineer	N/A
Senior Civil Engineer	\$115.99	Mechanical Designer	N/A
Civil Engineer	\$52.36	Mechanical Draftsperson	\$57.79
Junior Civil Engineer	N/A		
Civil Designer	N/A	Senior Chemical Engineer	TBD
Civil Draftsperson	\$57.79	Chemical Engineer	N/A
		Junior Chemical Engineer	N/A
Senior Electrical Engineer	\$113.21		
Electrical Engineer	\$103.47	Certified Industrial Hygienist	\$108.16
Junior Electrical Engineer	N/A	Industrial Hygienist	\$58.08
Electrical Designer	N/A	Technician	\$57.79
Electrical Draftsperson	\$57.79		
		Roofing Technician	\$45.70
Geotechnical/Soils Engineer	\$115.99		
Surveyor	\$32.02	Fire Protection Engineer	\$95.50
Junior Surveyor	N/A	Fire Safety Consultant	TBD
Environmental Engineer	\$96.08	Value Engineer	\$121.33
Industrial Ventilation Consultant	N/A	Agricultural Engineer	TBD
Resident Engineer	\$115.58	Telecommunications and	\$113.21
Inspector	\$95.50	Data Processing Consultant	
Senior Estimator	\$95.30	Senior Specifications Writer	\$80.21
Estimator	N/A	Specifications Writer	N/A
Clerical	\$60.04	Computer Assisted Design (CAD)	\$57.79

The profit rate of 10% has been accepted as proposed. The above rates do not include that rate.

Note: Other direct costs (such as travel and reproduction) to be negotiated with each task order. The above rates shall be fully burdened.

**B.4 ORDERING (FAR 52.216-18) (OCT 1995)**

a. Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through end of the effective period.

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

c. If mailed, a delivery 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.

**B.5 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**

a. Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, 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 \$2,000,000;
2. Any order for a combination of items in excess of \$2,000,000;
3. A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above, 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) 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 30 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.

**B.6 INDEFINITE QUANTITY (FAR 52.216-22) (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 was completed during the contractor’s effective period; provided, that the contractor shall not be required to make any deliveries under this contract after completion of the work/option issued during the effective period of this contract for negotiated options not exercised by the Government within 30 days of the previously completed and accepted work/option.

#### **B.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)**

(a) The Government has the option to extend the effective period of this contract for four (4) additional period(s), provided, that the Government shall give the contractor a preliminary written notice of its intent to extend at least 45 days 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 provision.

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

d. The “Effective Period of the Contract” clause (AGAR 452.211-75) is modified as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Initial Period	Date of Award	April 30, 2004
First Option	May 01, 2004	April 30, 2005
Second Option	May 01, 2005	April 30, 2006
Third Option	May 01, 2006	April 30, 2007
Fourth Option	May 01, 2007	April 30, 2008

**B.8 MINIMUM AND MAXIMUM CONTRACT AMOUNTS  
(AGAR 452.216-73) (FEB 1988)**

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of \$1,000, but not in excess of \$2,000,000 on an annual basis. The total amount of the contract, including all options, shall not exceed \$10 million, unless the contract is otherwise modified in writing by the Contracting Officer.

1. The "Minimum and Maximum Contract amount" clause (AGAR 452.216-73) is modified to reflect new and separate maximum amounts as follows:

<u>Period</u>	<u>Minimum Amount</u>	<u>Maximum Amount</u>
Initial Period	\$1,000	\$2,000,000
First Option Period	\$1,000	\$2,000,000
Second Option Period	\$1,000	\$2,000,000
Third Option Period	\$1,000	\$2,000,000
Fourth Option	\$1,000	\$2,000,000

**SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**

**C.1 STATEMENT OF WORK/SPECIFICATIONS (AGAR 452.211-72) (FEB 1988)**

The contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications as referenced in Section J, Attachment I, Project Requirements.

**C.2 ATTACHMENTS TO STATEMENT OF WORK/SPECIFICATIONS  
(AGAR 452.211-73) (FEB 1988)**

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

## SECTION D - PACKAGING AND MARKING

### **D.1 SPECIFICATIONS**

Specifications shall be prepared in typed photocopy finish on 8 ½ x 11 inch bond paper, as defined in Attachment I - Work Statement, Section C, Subsection 2.3.8, SPECIFICATIONS.

### **D.2 DRAWINGS**

Upon contract award, the Contracting Officer shall furnish to the contractor, one representative mylar cover sheet and one representative mylar title block sheet. Drawings shall be prepared as defined in Attachment I - Work Statement, Section C, Subsection 2.3.7, DRAWINGS.

## SECTION E - INSPECTION AND ACCEPTANCE

### **E. 1 INSPECTION OF DELIVERABLES**

Each deliverable shall be reviewed by the Government to insure compliance with project requirements. The Government shall include its review of the services of another A-E firm to perform design review services.

### **E. 2 ACCEPTANCE**

Acceptance of deliverables shall be based on the Government's satisfaction that project requirements have been fulfilled in accordance with the terms and conditions of the contract and any subsequent task order.

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 CLAUSES INCORPORATED BY REFERENCE  
(FAR 52.252-2) (FEB 1998)**

This solicitation incorporates one or more provisions 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 these addresses:

**[www.arnet.gov/far](http://www.arnet.gov/far)  
[www.usda.gov/da/procure/agar](http://www.usda.gov/da/procure/agar)**

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

CLAUSE NUMBER	DATE	TITLE
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.242-14	APR 1984	SUSPENSION OF WORK

**F.2 TIME OF DELIVERY (FAR 52.211-8) (JUN 1997)**

Refer to Section J, Attachment I, Project Requirement, 6.0 Project Submittal Schedule, as specified in each subsequent task order.

The contractor shall be required to commence work under this contract immediately upon the date of receipt of written notice of award and a notice to proceed. The contractor shall prosecute the work diligently and complete the entire work, including final turnover to the Government, within   \*   calendar days. (\*Refer to individual Task Order.)

## SECTION G - CONTRACT ADMINISTRATION DATA

### **G.1 CONTRACTING OFFICER'S REPRESENTATIVE**

A Contracting Officer's Representative (COR) will be designated on each individual task order. The contractor will be notified by letter of the name and duties of the COR.

### **G.2 CONTRACT ADMINISTRATION DEFINITIONS**

The contract (task orders, etc.) will be formally administered through the structure explained below. The delegation of authorities and responsibilities will be in accordance with ARS directives on acquisition responsibilities and authorities as outlined below.

- o Contracting Officer (CO) - the individual with delegated authority to enter into, administer, and terminate the contract, and the only individual authorized to change the terms of the contract (scope, additional time, etc.).
- o Engineering Project Manager (EPM) - identified for each task order and the principal technical authority for individual task orders. Although a close relationship must exist between the A-E and the Program Project Manager (PPM), including users of the particular facility, technical direction will be from the EPM.

The EPM is directly responsible for monitoring the progress of work on individual task orders and providing liaison for the A-E with the using agency, PPM, and other personnel that may have direct impact on the proper development of the work.

- o Research Project Manager (RPM) - principal program authority in matters relating to the research program functional requirements.

### **G.3 TASK ORDER ISSUANCE AND ORDERING INFORMATION**

#### **a. Task Order Issuance**

1. Upon receipt of the Contracting Officer's written request (each request will contain, if applicable, a scope of A-E services, project budget limitations, program of requirements, and project submittal schedule) and within 10 calendar days after receipt of the Government's request, the contractor shall submit a proposal as follows:

- o Cost proposal with labor, overhead and profit rates as established in the Schedule, Section B.

- o Since this is a firm, fixed-price contract, all proposed other direct costs (materials, equipment, travel, per diem, etc.) shall be included in each task order proposal. The amount proposed for travel, subsistence, and local transportation shall be supported with a breakdown that includes number of trips anticipated, cost per trip per person, destination (s) proposed, number of person(s) scheduled for travel, mode of transportation, and mileage (if applicable). Per Diem and Travel costs shall be in accordance with the Federal Travel Regulations (FTR).

2. Upon receipt of the contractor's proposal, the Contracting Officer will discuss the proposal with the contractor and, upon mutual agreement, will issue a written task order authorizing the contractor to proceed with the work.

3. Should the two parties fail to reach agreement on the negotiation of any task order, the task order will be canceled at no cost to either party and services will be procured elsewhere by the Government.

b. Task Order Format

Each task order issued under this contract shall contain the following information (as applicable), and will be formatted in accordance with the sample contained in Section J, Attachment VII:

1. Date,
2. Contract number, order number,
3. Description of services,
4. Price schedule,
5. Payment provisions,
6. Place of performance,
7. Completion schedule (submittal schedule),
8. Estimated cost of construction, and
9. Accounting and appropriation data.

c. Ordering Activities

All warranted Contracting Officers, up to their signature authority, in the below listed offices have the authority to enter into, administer and terminate task orders under this contract:

**USDA, Agricultural Research Service**  
 FD, Facilities Contracts Branch  
 5601 Sunnyside Avenue, Mailstop 5124  
 Beltsville, Maryland 20705

**USDA, Agricultural Research Service**  
 FD, Ames Modernization Branch  
 5601 Sunnyside Avenue, Mailstop 5125  
 Beltsville, Maryland 20705

**USDA, Agricultural Research Service**  
South Atlantic Area Office  
950 College Station Road  
Athens, Georgia 30604

**USDA, Agricultural Research Service**  
Mid-South Area Office  
Experiment Station and Lee Roads,  
P.O. Box 225  
Stoneville, Mississippi 38776

**G.4 PAYMENTS UNDER INDEFINITE QUANTITY ARCHITECT-ENGINEER CONTRACTS**

- a. Payment terms will be negotiated with the contractor for each task order.
- b. As agreed upon by the contractor and the Government, payments shall be made in accordance with one of the following methods:
  1. Clause FAR 52.232-10 entitled, "Payments Under Fixed-Price Architect-Engineer Contracts," or
  2. Payment submittal schedule where the contractor is authorized to request payment for the amount indicated in the task order "Price Schedule" upon completion and acceptance of each design submittal. The payment submittal schedule applies only to pre-design and design services. Any option services shall be paid in accordance with FAR Clause 52.232-10.
- c. Before final payment under the contract, or before settlement upon termination of the contract, and as a condition precedent thereto, the contractor shall execute and deliver to the Contracting Officer a release of all claims against the Government arising under or by virtue of this contract, other than any claims that are specifically excepted by the contractor from the operation of the release in amounts stated in the release.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 KEY PERSONNEL (AGAR 452.237-74) (FEB 1988)

- a. The contractor shall assign to this contract the following key personnel:

Project Manager: David Leard (All listed below are P.M.'s)  
Senior Architect: Robin Henry, Jerry Martin  
Senior Structural Engineer: Tom Tollison  
Senior Civil Engineer: Ed Johnson  
Senior Mechanical Engineer: Tom Montoya  
Senior Electrical Engineer: David Leard

b. During the first ninety (90) days of performance, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph c) below. After the initial 90-day period, the contractor shall submit the information required by paragraph c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

c. The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

### H.2 TASK ORDER KEY PERSONNEL

a. During negotiations of each task order, key personnel shall be identified by the contractor. No substitutions shall be made without the written approval of the Contracting Officer.

b. The contractor shall submit resumes for the proposed substitutes in advance of the occurrence, where possible, or no later than 15 calendar days after the substitutions. Additional information applicable thereto shall be included in the submission to the Contracting Officer. Proposed substitutes shall have comparable qualifications to those persons being replaced.

c. The Contracting Officer will provide written notification to the contractor within 15 calendar days after receipt of all required data of the decision on the substitutions.

### **H.3 SUBCONTRACTOR KEY PERSONNEL**

During negotiations of each task order, subcontractor key personnel shall be identified by the contractor. The contractor shall provide written notification to the Contracting Officer of substitutions in advance of the occurrence, where possible, or no later than 15 calendar days after the substitutions.

### **H.4 FIRMS INELIGIBLE FOR AWARD - CONSTRUCTION (AGAR 452.236-80) (NOV 1996)**

The firm(s) and its subsidiaries or affiliates signatory to this contract shall be ineligible for award of any construction contract resulting from the design work performed under this contract.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

**I.1 CLAUSES INCORPORATED BY REFERENCE  
(FAR 52.252-2) (FEB 1998)**

This solicitation incorporates one or more provisions 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 these addresses:

[www.arnet.gov/far](http://www.arnet.gov/far)  
[www.usda.gov/da/procure/agar](http://www.usda.gov/da/procure/agar)

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

CLAUSE NUMBER	DATE	TITLE
52.202-1	MAY 2001	DEFINITIONS, ALTERNATE I
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS - NEGOTIATION
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATION
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS

52.215-15	DEC 1998	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COSTS OF MONEY
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2000	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	AUG 1996	CONVICT LABOR
52.222-21	FEB 1999	CERTIFICATION OF NONSEGREGATED FACILITIES
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUNE 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2000	DRUG FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.228-5	JAN 1997	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-10	AUG 1987	PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS

52.232-26	MAY 2001	PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS
52.233-1	DEC 1998	DISPUTES ALTERNATE I (APR 1984)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.236-22	APR 1984	DESIGN WITHIN FUNDING LIMITATIONS
52.236-23	APR 1984	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR
52.236-24	APR 1984	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS
52.236-25	APR 1984	REQUIREMENTS FOR REGISTRATION OF DESIGNERS
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES -- FIXED-PRICE ALTERNATE III (APR 1984)
52.244-4	AUG 1998	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES)
52.248-2	MAR 1990	VALUE ENGINEERING -- ARCHITECT-ENGINEER
52.249-7	APR 1984	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## **I.2 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2001)**

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

### **I.3 CONFIDENTIALITY OF INFORMATION (AGAR 452.224-70) (FEB 1988)**

a. Confidential information, as used in this clause, means: 1) Information or data of a personal nature, proprietary about an individual or 2) information or data submitted by or pertaining to an institution or organization.

b. In addition to the types of confidential information described in a. 1) and 2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research during which public disclosure of primary invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

c. The Contracting Officer and contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the contractor or that the contractor is expected to generate which is confidential. Similarly, the Contracting Officer and contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

d. If it is established that information to be utilized under this contract is subject to the Privacy Act, the contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

e. Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution, or organization.

f. Written advance notice of at least 45 days will be provided to the Contracting Officer of the contractor's intent to release findings of studies or research, which have the possibility of

adverse effects on the public or the Federal agency, as described in b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the contractor may proceed with disclosure. Disagreements not resolved by the contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

g. Whenever the contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

h. The provisions of paragraph e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State, or local laws.

#### **I.4 RESTRICTIONS AGAINST DISCLOSURE (AGAR 452.237-75) (FEB 1988)**

a. The contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit other to do so, taking such reasonable measures as are necessary to restrict access to such information while in the contractor's possession to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The contractor agrees to immediately notify in writing, the Contracting Officer named herein, in the event that the contractor determines or has reason to suspect a breach of this requirement.

b. The contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

#### **I.5 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-34) (MAY 1999)**

a. Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either -

(i) Accept payment by check or some other mutually agreeable method of

payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

b. Mandatory submission of contractor's EFT information. (1) The contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by 30 days after award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s). The designated office is USDA, National Finance Center. Information can be obtained from the following Internet site:

**"<http://www.nfc.usda.gov/dcia/eftweb.htm>"**

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

c. Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

d. Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the contractor's request for suspension shall extend the due date

for payment by the number of days of the suspension.

e. Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the contractor's EFT information incorrectly, the Government remains responsible for -

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and --

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

f. EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

g. EFT and assignment of claims. If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

h. Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

i. Payment information. The payment or disbursing office shall forward to the contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

j. EFT information. The contractor shall provide the following information to the designated office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent.
- (5) The contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the contractor's financial agent.
- (7) If applicable, the contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.