

Simplified Acquisition Construction Contract for FHwy Suite 719 Reception Breakroom Refresh The Agreement

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I. Project Information

I.A. Project Summary

The project will consist of Suite 719 Reception / Breakroom Refresh, Leo O'Brien Federal Building, Albany NY. The contractor will supply all labor, supervision, tools, material. All work is to be performed per industry standards, state and local codes and manufacturer specifications. See attached sketch for area of work.

I.B. The Contract

(1) The Contract consists of the SF 18, GSA300, the Agreement, the Statement of Work, Specifications, Drawings, Exhibits, Amendments, Modifications, and other Attachments identified herein (collectively, the Contract Documents). The Contract contains the entire agreement of the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict or modify any part of the Contract.

(2) Unless otherwise specified, the Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the work described in and reasonably inferable from the Contract Documents (the Work), whether temporary or permanent. In consideration for, and upon condition of, the Contractor's completion of the Work, GSA shall pay the Contractor the price or prices established in Section II, subject to the terms and conditions set forth in this Contract.

I.C. Period of Performance

(1) *Commencement.* The Contractor shall commence performance of the Work within 10 days after the Contractor receives the Notice to Proceed (NTP).

(2) *Substantial Completion.* The Contractor shall achieve Substantial Completion of the Work, as that term is defined in this Agreement, no later than 90 calendar days from issuance of Notice to Proceed (NTP).

(3) *Contract Completion.* The Contractor shall achieve Contract Completion, as the term is defined in this Agreement, within 30 calendar days of Substantial Completion.

I.D. Work Conditions/Site Requirements

All work shall be completed, including the time to order materials and equipment, within 90 calendar days after notice to proceed. All work will be during business hours. 8:30am -5:00pm. The Contractor shall cooperate with other contractors performing related work in the building, including providing labor, materials and other costs necessary to satisfactorily coordinate the Contract work with work performed under other contracts. This includes such things as utility shutdowns, and use of service elevator and loading dock.

I.E. Authorized Representative

(1) This Contract is between the United States of America, acting by and through the Administrator of General Services (GSA), and the Contractor (the Parties). References in this Contract to "the Owner" or "the Government" shall be understood to refer to GSA. The following individual is designated as the only authorized GSA representative under this Contract, unless other warranted contracting officers are designated in writing:

Contracting Officer

Name: Matthew Murphy

Address: 1 Clinton Ave, Rm 826, Albany, NY 12207

Telephone: 518-431-0315

Email: matthew.murphy@gsa.gov

(2) Authorities and Limitations

(a) All rights, responsibilities and authorities of GSA under this Contract are vested in the Contracting Officer. The Contracting Officer may delegate these rights, responsibilities, and authorities to other GSA representatives. Such delegations shall be effective and binding only if communicated in writing to the Contractor, and subject to any limitations specified therein.

(b) The Contractor shall perform the Contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) issued by the Contracting Officer or other representative to whom the Contracting Officer has delegated authority. The Contractor assumes all the risk and consequences of performing work in accordance with an order issued by a person lacking authority to issue such order.

I.F. Contract Liquidated Damages Rate

In accordance with "Liquidated Damages" clause in Section III (Terms and Conditions), liquidated damages shall be calculated at the rate of \$ 0.00 per calendar day.

I.G. Buy American Exceptions

For the applicable Buy American clause and any exceptions, see Section IV of this Agreement.

I.H. Statement of Work, Specifications, Drawings, Exhibits, and Other Attachments

The following documents are incorporated by reference into this Contract.

(1) Statement of Work for Solicitation, Dated August 3, 2017

(2) Wage Determination NY170002, Dated October 27, 2017

II. Prices**II.A. Basis of Pricing**

(1) *Contract Prices.* All Contract prices set forth in this Section include all costs necessary to complete the work for which the price is established (e.g., Base Contract, Unit Price, Options) in accordance with the Contract Documents, including, but not limited to, the cost of work performed by subcontractors and consultants, indirect costs, fees, expenses, taxes, and profit.

(2) *Knowledge of Conditions Affecting Price.* FAR 52.236-3, Site Investigations and Conditions Affecting the Work, is incorporated by reference in this Contract. The Contractor shall be presumed to have established all prices with knowledge of general and local conditions that may affect the cost of Contract performance at the site where the Work is to be performed, to the extent that such information is reasonably obtainable.

(3) *Unit Prices and Allowances.* If any portion of the Work is to be performed on a unit price basis, the Unit Price shall include all costs of coordinating and incorporating the unit-priced portion of the Work into the Base Contract Work. The Contractor shall only be obligated to perform unit-priced work to the extent that an Allowance has been established. The Contractor shall be obligated to perform such work in excess of a unit quantity for which an Allowance is established only if directed by the Contracting Officer in writing. The Contractor shall be bound to the unit price or prices set forth herein in all equitable adjustments for changes including unit priced work, and no markups shall be applied to such unit prices.

II.B. Contract Price Form

[See Attached SF18

III. Terms and Conditions

III.A. Commencement, Prosecution, and Completion of Work

The Contractor shall not commence the Work until the Contracting Officer has issued NTP. The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of the Work, as defined in Section III (Terms and Conditions), "Substantial Completion and Contract Completion" clause, within the time specified in Section I (Project Information), "Period of Performance" clause. If the Contract specifies different completion dates for different phases or portions of the Work, the Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of such phases or portions of the Work within the times specified.

III.B. Contractor Responsibilities

(1) Unless otherwise expressly stated in the Contract, the Contractor shall be responsible for all means and methods employed in the performance of the Contract.

(2) The Contractor shall be responsible for providing professional design services in connection with performance of the Work or portions of the Work only if this responsibility is expressly stated and the Contract Documents provide the performance and design criteria that such services will be required to satisfy. In the performance of such work, the Contractor shall be responsible for retaining licensed design professionals, who shall sign and seal all drawings, calculations, specifications and other submittals that the licensed professional prepares. The Contractor shall be responsible for, and GSA shall be entitled to rely upon, the adequacy and completeness of all professional design services provided under this Contract.

(3) The Contractor shall be responsible for coordinating all activities of subcontractors. This responsibility includes coordination of: preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere and the installation of such work; scheduling of work by subcontractors; and use of the Project site for staging and logistics.

(4) Where installation of separate Work components as shown in the Contract Documents will result in conflict or interference between such components or with existing conditions, including allowable tolerances, it is the Contractor's responsibility to bring such conflict or interference to the attention of the Contracting Officer and seek direction before fabrication, construction, or installation of any affected work. If the Contractor fabricates, constructs, or installs any work prior to receiving such direction, the Contractor shall be responsible for all cost and time incurred to resolve or mitigate such conflict or interference.

(5) Where drawings show work without specific routing, dimensions, locations, or position relative to other work or existing conditions, and such information is not specifically defined by reference to specifications or other information supplied in the Contract Documents, the Contractor is responsible for routing, dimensioning, and locating such work in coordination with other work or existing conditions in a manner consistent with Contract requirements.

(6) The Contractor shall secure and pay for all necessary permits and governmental fees, licenses, and inspections that are customarily secured after award of the Contract and that are legally required at the time of award. The Contractor shall provide a copy of the permits

required for execution of the work to the Contracting Officer prior to commencement of any related work.

(7) The Contractor shall immediately bring to the Contracting Officer's attention any hazardous materials or conditions not disclosed in the Contract Documents discovered by or made known to the Contractor during the performance of the Contract

(8) The Contractor must submit a safety plan before commencing work.

(9) It is not the Contractor's responsibility to ensure that the Contract Documents comply with applicable laws, statutes, building codes, and regulations. If it comes to the attention of the Contractor that any of the Contract Documents do not comply with such requirements, the Contractor shall promptly notify the Contracting Officer in writing. If the Contractor performs any of the Work prior to notifying and receiving direction from the Contracting Officer, the Contractor shall assume full responsibility for correction of such work and any fees or penalties that may be assessed for non-compliance.

(10) The Contractor assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this Contract.

III.C. Contractor Management and Personnel

(1) The Contractor shall employ sufficient management and contract administration resources, including personnel responsible for project management, field superintendence, change order administration, estimating, coordination, inspection, and quality control, to ensure the proper execution and timely completion of the Work. The Contractor shall designate a principal of the firm or other senior management official to provide executive oversight and problem resolution resources to the Project for the life of the Contract.

(2) The Contractor shall employ, and require its subcontractors to employ, qualified personnel to perform the Work. The Government reserves the right to exclude, or remove from the site or building, any personnel for reasons of incompetence, carelessness, or insubordination, who violate rules and regulations concerning conduct on federal property, or whose continued employment on the site is otherwise deemed by the Government to be contrary to the public interest.

(3) Repeated failure or excessive delay by the Contractor to provide qualified personnel shall be deemed a default for the purposes of the "Termination for Default" clause.

III.D. Material and Workmanship

All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specified in this Contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number shall be regarded as establishing a standard of quality and performance and shall not be construed as limiting competition.

Unless specifically directed by the Contracting Officer, the Contractor may use any equipment, material, article, or process that is equal to that named in the specifications, so long as it is of comparable quality and meets specified characteristics, or, if no such characteristics are specified, the relevant performance characteristics of the specified item.

III.E. Project Schedule

(1) The Contractor shall use a Project Schedule to plan, coordinate, and perform the Work. The Project Schedule shall show all critical milestones in a MS Word or Excel format.

(2) The Project Schedule shall be a rational, reasonable and realistic plan for completing the Work, and conform to requirements specified in this clause and elsewhere in this Contract.

(3) The Contractor understands and acknowledges that the preparation and proper management of the Project Schedule is a material component of the Work, and that the Contract price includes all costs of compliance with Project Schedule requirements.

(4) The Project Schedule shall depict all major activities necessary to complete the Work.

(5) Prior to NTP, the Contractor shall submit its Project Schedule to the Contracting Officer. The Contractor shall submit the Project Schedule in both electronic and hardcopy print format.

(6) The Project Schedule shall also include Contractor-defined milestones to identify target dates for critical events, based upon the Contractor's chosen sequence of work and be linked to the tasks that drive those milestones.

(7) If the Contractor revises the Project Schedule after initial submission, the Contractor shall provide in writing to the Contracting Officer a narrative describing the substance of the revision, the rationale for the revision, and the impact of the revision on the Completion date.

(8) If at any time the Contracting Officer finds that the Project Schedule does not comply with any Contract requirement, the Contractor shall, upon written notice of exceptions taken by the Contracting Officer, revise the Project Schedule, adjust activity progress, or provide sufficient

information demonstrating compliance. Regardless of whether the Contracting Officer takes any such exception, the Contractor shall not be relieved of its responsibility for the rationality, reasonableness or realism of the Project Schedule,

(9) If the Contractor fails to sufficiently address the Contracting Officer's exceptions to the Project Schedule within thirty (30) calendar days of written notice of same, the Contracting Officer may withhold retainage until the Project is Substantially Complete or until such time as the Contractor has complied with Project Schedule requirements.

(10) The Contracting Officer shall be entitled, but not required, to rely upon the Project Schedule to evaluate the Contractor's progress, evaluate entitlement to extensions of time.

III.F. Extensions of Time

(1) If the Contractor requests an extension of time, the request must be submitted to the Contracting Officer in writing, and set forth facts and analysis in sufficient detail to enable the Contracting Officer to evaluate the Contractor's entitlement to an extension of time.

(2) The Contractor shall only be entitled to an extension of time to the extent that Substantial Completion of the Work is delayed by causes for which the Contractor is not responsible under this Contract and to the extent that the actual or projected Substantial Completion date is later than the date required by this Contract for Substantial Completion.

III.G. Interpretation of Specifications and Drawings

(1) The specifications and drawings shall be interpreted to complement each other. Requirements set forth in the specifications and not shown on the drawings, or shown on the drawings and not set forth in the specifications, shall be of like effect as if shown or set forth in both.

(2) Different requirements within the Contract Documents shall be deemed inconsistent only if compliance with both cannot be achieved.

(3) If a requirement set forth in one location is more restrictive than that set forth elsewhere in the Contract Documents, requirements set forth in specifications shall govern over requirements set forth in drawings; otherwise, the more restrictive shall govern.

(4) In case of inconsistent requirements within the drawings, the following order of precedence shall apply:

(a) Requirements indicated in large-scale drawings shall govern over inconsistent requirements indicated in small-scale drawings.

(b) Requirements indicated in schedules shall govern over inconsistent information shown in drawings.

(5) Unless otherwise noted, the drawings shall be interpreted to provide for a complete construction, assembly, or installation of the Work, without regard to the detail with which material components are shown in the drawings.

(6) If any inconsistency within the drawings or specifications cannot be reconciled by reference to this clause, the Contractor shall promptly request a determination from the Contracting Officer as to which requirement shall govern. Election by the Contractor to follow either requirement

without a determination from the Contracting Officer shall be at the Contractor's risk; should the Contracting Officer subsequently determine that the requirement not followed by the Contractor governs, the Contractor shall be responsible for all cost and time required to comply with the Contracting Officer's determination.

III.H. Submittals

If required, the Contractor shall prepare and submit to the Contracting Officer shop drawings, samples, calculations, product information, mockups, and other submittals (collectively, "submittals") demonstrating compliance with Contract requirements for all Work components as specified elsewhere in this Contract. If particular submittal requirements are not specified for a component of the Work, the Contractor shall prepare submittals for such Work as directed by the Contracting Officer.

(1) Prior to submission, the Contractor shall review all submittals for accuracy, completeness, compliance with Contract requirements, and coordination between different trades and subcontractors. The Contractor shall indicate its approval on all submittals as evidence of such review and coordination. Submittals submitted to the Contracting Officer without evidence of the Contractor's approval may be rejected without further review.

(2) The Contractor shall not proceed with work or procure products or materials described or shown in submittals until the Contracting Officer has indicated approval of the submittal. If the Contracting Officer disapproves of a submittal, the Contractor shall be entitled to an explanation of the reasons for disapproval. Any work or activity undertaken prior to approval shall be at the Contractor's risk; should the Contracting Officer subsequently determine that the work or activity does not comply with the Contract, the Contractor shall be responsible for all cost and time required to comply with the Contracting Officer's determination. The Contracting Officer shall have the right to order the Contractor to cease execution of work for which submittals have not been approved. The Government shall not be liable for any cost or delay incurred by the Contractor attributable to the proper exercise of this right.

(3) Approval by the Contracting Officer of any submittal required under this Contract shall not relieve the Contractor from responsibility for any errors or omissions in such submittals, or from responsibility for complying with the requirements of this Contract, except with respect to variations described and approved as changes in accordance with the following Paragraph (5).

(4) The Contractor shall be entitled to rely upon approval of submittals containing variations from the requirements of the Contract as a change to the Contract only if the Contractor separately requests approval of the variation at the time of submission and the Contracting Officer has approved the request for variation. Such requests shall fully describe the substance of the variation reflected in the Contractor's submittal. This provision shall not be interpreted as limiting the right of the Government to treat non-conforming work as a change where the Contractor has failed to request a variation in accordance with this paragraph.

(5) The Contractor shall be entitled to receive notice of action on submittals within a reasonable time, given the volume or complexity of the submittals and the criticality of the affected activities to Substantial Completion. The Contractor shall not be entitled to receive notice of action on submittals containing variations from Contract requirements in less than twenty working days.

III.I. Government's Right to Stop Work for Non-Compliance

If the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this Contract, fails to promptly initiate action to achieve compliance within a reasonable time, the Contracting Officer shall have the right to order the Contractor to stop work under the Contract until the Contractor has complied. The Contractor shall not be entitled to any extension of Contract time or payment for any costs incurred as a result of being ordered to stop work for such cause. Possession of this right by the Contracting Officer shall not relieve the Contractor of its obligation to comply with the Contract, regardless of whether this right is exercised.

III.J. Other Contracts

The Government may enter into other contracts to be performed at the Project site including, but not limited to, construction management services. The Contractor shall not impede site access for these other contractors and shall notify GSA immediately if the activities of other contractors interfere with performance of the Contract.

III.K. Substantial Completion and Contract Completion

(1) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which do not interfere with the intended occupancy or utilization of the work.

(2) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

(3) The Contract is complete (Contract Completion) when the Contractor has completed all Work and related Contract obligations, corrected all deficiencies and all punch list items, and complied with all conditions for final payment.

(4) Unless otherwise specifically noted, or otherwise clear from context, all references in this Contract to "acceptance" shall refer to issuance of a written determination of Substantial Completion.

(5) The Contractor shall not be entitled to final payment or release of any retainage held by the Government until after Contract Completion. If the Contractor does not achieve Contract Completion within the time required by this Contract, the Government shall be entitled, after providing notice to the Contractor, to complete any work remaining unfinished. The Contractor shall be liable to the Government for all costs incurred by the Government to complete such work.

III.L. Use and Possession Prior to Substantial Completion

Upon notice by the Contracting Officer, the Government shall have the right to take possession of, use, or operate with Government employees or other contractors, any completed or partially completed part of the Work prior to Substantial Completion. Exercise by the Government of the right shall not relieve the Contractor of responsibility for completing any unfinished components of the Work.

III.M. Equitable Adjustments

FAR 52.243-5, Changes and Changed Conditions clause is supplemented as follows:

At the written request of the Contracting Officer, the Contractor shall submit a proposal, in accordance with the requirements set forth herein, for an equitable adjustment to the contract for changes or other conditions that may entitle a Contractor to an equitable adjustment. If the Contractor deems an oral or written order to be a change to the contract, it shall promptly submit to the Contracting Officer a proposal for equitable adjustment attributable to such deemed change. The proposal shall also conform to the requirements set forth below.

(1) The proposal shall be submitted within 5, or such other time as may reasonably be required by the Contracting Officer. In the case of a proposal submitted based on the "Differing Site Conditions" clause, the notice requirement of that clause shall be met.

(2) Proposals for equitable adjustments shall include a detailed breakdown of the following elements, as applicable:

(a) Direct Costs.

(b) Markups.

(c) Change to the time for completion specified in the contract.

(3) *Direct Costs.* The Contractor shall separately identify each item of deleted and added work associated with the change or other condition giving rise to entitlement to an equitable adjustment, including increases or decreases to unchanged work impacted by the change. For each item of work so identified, the Contractor shall propose for itself and, if applicable, its first two tiers of subcontractors, the following direct costs:

(a) Material cost broken down by trade, supplier, material description, quantity of material units, and unit cost (including all manufacturing burden associated with material fabrication and cost of delivery to site, unless separately itemized);

(b) Labor cost broken down by trade, employer, occupation, quantity of labor hours, and burdened hourly labor rate, together with itemization of applied labor burdens (exclusive of employer's overhead, profit, and any labor cost burdens carried in employer's overhead rate);

(c) Cost of equipment required to perform the work, identified with material to be placed or operation to be performed;

(d) Cost of preparation and/or revision to shop drawings and other submittals with detail set forth in paragraphs [\(2\)\(a\)](#) and [\(2\)\(b\)](#) of this clause;

(e) Delivery costs, if not included in material unit costs;

(f) Time-related costs not separately identified as direct costs, and not included in the Contractor's or subcontractors' overhead rates, as specified in paragraph [\(7\)](#) of this clause; and

(g) Other direct costs.

(4) Marked-up costs of subcontractors below the second tier may be treated as other direct costs of a second tier subcontractor, unless the Contracting Officer requires a detailed breakdown under paragraph [\(9\)](#) of this clause.

(5) *Extensions of Time and Time-related Costs.* The Contractor shall propose a daily rate for each firm's time-related costs during the affected period, and, for each firm, the increase or decrease in the number of work days of performance attributable to the change or other condition giving rise to entitlement to an equitable adjustment, with supporting analysis. Entitlement to time and time-related costs shall be determined as follows:

(a) Increases or decreases to a firm's time-related costs shall be allowed only if such increase or decrease necessarily and exclusively results from the change or other condition giving rise to entitlement to an equitable adjustment.

(b) The Contractor shall not be entitled to an extension of time or recovery of its own time-related costs except to the extent that such change or other condition necessarily and

exclusively causes its duration of performance to extend beyond the completion date specified in the contract.

(c) Costs may be characterized as time-related costs only if they are incurred solely to support performance of this contract and the increase or decrease in such costs is solely dependent upon the duration of a firm's performance of work.

(d) Costs may not be characterized as time-related costs if they are included in the calculation of a firm's overhead rate.

(e) Equitable adjustment of time and time-related costs shall not be allowed unless the analysis supporting the proposal complies with provisions specified elsewhere in this contract regarding the Contractor's project schedule.

(6) *Markups.* For each firm whose direct costs are separately identified in the proposal, the Contractor shall propose an overhead rate, profit rate, and where applicable, a bond rate and insurance rate. Markups shall be determined and applied as follows:

(a) Overhead rates shall be negotiated,

(b) Profit rates shall be negotiated, but shall not exceed ten percent

(c) The Contractor and its subcontractor[s] shall not be allowed overhead or profit on the overhead or profit received by a subcontractor, except to the extent that the subcontractor's costs are properly included in other direct costs as specified in paragraph [\(2\)](#) of this clause.

(d) Overhead rates shall be applied to the direct costs of work performed by a firm, and shall not be allowed on the direct costs of work performed by a subcontractor to that firm at any tier except as set forth below in paragraphs [\(6\)\(f\)](#) and [\(6\)\(g\)](#) of this clause.

(e) Profit rates shall be applied to the sum of a firm's direct costs and the overhead allowed on the direct costs of work performed by that firm.

(f) Overhead and profit shall be allowed on the direct costs of work performed by a subcontractor within two tiers of a firm at rates equal to only fifty percent of the overhead and profit rates negotiated pursuant to paragraphs [\(6\)\(a\)](#) and [\(6\)\(b\)](#) of this clause for that firm, but not in excess of ten percent when combined.

(g) Overhead and profit shall not be allowed on the direct costs of a subcontractor more than two tiers below the firm claiming overhead and profit for subcontractor direct costs.

(h) If changes to a Contractor's or subcontractor's bond or insurance premiums are computed as a percentage of the gross change in contract value, markups for bond and insurance shall be applied after all overhead and profit is applied. Bond and insurance rates shall not be applied if the associated costs are included in the calculation of a firm's overhead rate.

(i) No markup shall be applied to a firm's costs other than those specified herein.

(7) *Proposal Preparation Costs.* If performed by the firm claiming them, proposal preparations costs shall be included in the labor hours proposed as direct costs. If performed by an outside consultant or law firm, proposal preparation costs shall be treated as other direct costs to the firm incurring them. Requests for proposal preparation costs shall include the following:

(a) A copy of the contract or other documentation identifying the consultant or firm, the scope of the services performed, the manner in which the consultant or firm was to be compensated, and if compensation was paid on an hourly basis, the fully burdened and marked-up hourly rates for the services provided.

(b) If compensation was paid on an hourly basis, documentation of the quantity of hours worked, including descriptions of the activities for which the hours were billed, and applicable rates.

(c) Written proof of payment of the costs requested. The sufficiency of the proof shall be determined by the Contracting Officer.

(8) Proposal preparation costs shall be allowed only if—

(a) The nature and complexity of the change or other condition giving rise to entitlement to an equitable adjustment warrants estimating, scheduling, or other effort not reasonably foreseeable at the time of contract award;

(b) Proposed costs are not included in a firm's time-related costs or overhead rate; and

(c) Proposed costs were incurred prior to a Contracting Officer's unilateral determination of an equitable adjustment under the conditions set forth in paragraph (g), or were incurred prior to the time the request for equitable adjustment otherwise became a matter in dispute.

(9) Proposed direct costs, markups, and proposal preparation costs shall be allowable in the determination of an equitable adjustment only if they are reasonable and otherwise consistent with the contract cost principles and procedures set forth in Part 31 of the Federal Acquisition Regulation (48 CFR part 31) in effect on the date of this contract. Characterization of costs as direct costs, time-related costs, or overhead costs must be consistent with the requesting firm's accounting practices on other work under this contract and other contracts.

(10) If the Contracting Officer determines that it is in the Government's interest that the Contractor proceed with a change before negotiation of an equitable adjustment is completed, the Contracting Officer may order the Contractor to proceed on the basis of a unilateral modification to the contract increasing or decreasing the contract price by an amount to be

determined later. Such increase or decrease shall not exceed the increase or decrease proposed by the Contractor.

(11) If the parties cannot agree to an equitable adjustment, the Contracting Officer may determine the equitable adjustment unilaterally.

(12) The Contractor shall not be entitled to any proposal preparation costs incurred subsequent to the date of a unilateral determination or denial of the request if the Contracting Officer issues a unilateral determination or denial under any of the following circumstances:

(a) The Contractor fails to submit a proposal within the time required by this contract or such time as may reasonably be required by the Contracting Officer.

(b) The Contractor fails to submit additional information requested by the Contracting Officer within the time reasonably required.

(c) Agreement to an equitable adjustment cannot be reached within 60 days of submission of the Contractor's proposal or receipt of additional requested information, despite the Contracting Officer's diligent efforts to negotiate the equitable adjustment.

III.N. Finality of Contract Modifications

As set forth elsewhere in this Contract, the Contractor is entitled to additional consideration under certain conditions, including the issuance of change orders. It is the Contractor's duty to include in proposals for equitable adjustment or other consideration all compensation to which it may be entitled, including cost and time. Unless otherwise explicitly stated in a modification to the Contract providing such consideration, adjustments to the Contract price or time agreed upon therein shall be deemed to provide all compensation to which the Contractor is entitled, and shall constitute final settlement of the Contractor's entitlement to compensation on account of the change or other condition giving rise to the modification.

III.O. Liquidated Damages

(1) The Contractor acknowledges that time is of the essence for the performance of the Work, and that determining actual damages from delay would be extremely difficult and impractical. If the Contractor fails to achieve Substantial Completion of the Work within the time specified in this Contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified in Section I (Project Information), paragraph entitled, "*Liquidated Damages Rate*," for each calendar day following the required completion date that the Work is not Substantially Complete.

(2) If the Government terminates the Contract for cause, the Contractor shall be liable for liquidated damages at the specified rate for each calendar day following the required completion date that the Work is not Substantially Complete, notwithstanding the fact that the Work may be completed by another entity. Entitlement to liquidated damages under such circumstances shall not limit any other remedy to which the Government is entitled for termination.

(3) If the Contract requires different completion dates for different phases or portions of the Work, the Contractor shall be liable for liquidated damages at the specified rate for each calendar day following the required completion date that the phase or portion of Work is not Substantially Complete. If a single rate is specified, the specified rate shall be apportioned between the different phases or portions of the Work.

(4) If the Government elects to accept any portion of the Work not specifically designated as a phase or portion of Work with its own required completion date, the liquidated damage rate shall be apportioned between accepted work and uncompleted work, and the Contractor's liability for liquidated damages shall be computed accordingly.

III.P. Insurance Requirements

(1) The Contractor shall obtain and maintain for the entire life of the Contract, in addition to any insurance required by law, the following minimum kinds and amounts of insurance required pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation, and GSAR 552.228-5, Government as Additional Insured.

(a) Workers' compensation insurance in the amount required by the jurisdiction in which the Contract is performed. The Contractor shall obtain Employers' liability coverage of at least \$100,000. If occupational diseases are not covered by workers' compensation insurance, Employers' liability coverage shall include occupational diseases.

(b) Broad form comprehensive commercial general liability insurance in the amount of at least \$500,000 per occurrence. Such insurance shall include, but not be limited to, contractual liability, bodily injury and property damage.

(c) Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$200,000 per occurrence for property damage.

(2) The Contractor shall promptly provide to the Contracting Officer proof that it has obtained insurance required by the Contract in the form of certificates of insurance. The Contractor shall submit to the Contracting Officer all renewal certificates issued during the life of this Contract immediately upon issuance.

III.Q. Administrative Matters

(1) *Project Meetings.* The Contractor shall attend a preconstruction conference and shall participate in regularly scheduled Project meetings.

(2) *Schedule of Values.* The Contractor shall prepare and submit for approval a detailed cost breakdown of the Contract price, to be referred to as the Schedule of Values, assigning values to each component of the Work. Values must include all direct and indirect costs, and sufficient detail to enable the Contracting Officer to evaluate applications for payment

(3) *Payments.* FAR clause 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented as follows:

(a) Before submitting a request for a progress payment, the Contractor will coordinate with the designated Government representative for the purpose of reviewing and approving the amount of progress payment to be submitted. The Contractor shall provide documentation to support the prospective payment request.

(b) The Contractor shall submit its invoices to the Contracting Officer. Separate payment requests shall be submitted for progress payments, payments of retainage, and partial or final payments.

(c) If the invoice does not meet the requirements of FAR Clause 52.232-27 (a)(2) and the requirements specified in Subparagraphs (3)(a),(d),(e),and(f) of the Administrative Matters

clause, the Contracting Officer may return the invoice to the Contractor without payment for correction. If the Contracting Officer disputes the requested payment amount, the Government may pay the portion of the requested payment that is undisputed.

(d) Invoices shall be submitted in an original and two (2) copies to the designated billing office specified in this Contract or in individual delivery/work orders.

(e) Invoices must include the Account Document Number (ADN) assigned at award.

(f) The Contractor shall submit the following information or documentation with each invoice:

(i) GSA Form 184A Construction Progress Report, AIA Form G702 or other document which includes the Schedule of Values upon which the payment request is based;

(ii) GSA Form 2419 - Certification of Progress Payments Under Fixed-Price Construction Contract;

N/A

(g) GSA will not be obligated to issue final payment unless the Contractor has furnished to the Contracting Officer a release of claims against the Government relating to this Contract, and submitted all required product warranties, as-built drawings, operating manuals, and other items as specified in the Contract. The Contractor may reserve from the release specific claims only if such claims are explicitly identified with stated claim amounts. All release forms must bear the original signature of the signer and must be affixed with the Contractor's corporate seal or the seal of a Notary Public.

(4) *Prompt Payment.* In accordance with FAR clause 52.232-27, the period for payments is as follows:

(a) Progress Payments: 14 days

(b) Subsequent Subcontractor Payments: 7 days

(5) *Payment Information.* The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

(6) *Security Clearances.* Contractor shall comply with the following requirements pertaining to security clearances.

(a) All personnel performing work under the Contract on the Project site must obtain an Enter on Duty (EOD) determination before they will be granted access to the site.

(b) To obtain an EOD determination, Contractor shall submit for all such personnel fingerprints on Form SF87 and a completed Contractor Information Worksheet (CIW). Detailed information is available at <http://www.gsa.gov/portal/category/107203> . USAccess Credentialing Centers can be located at <http://www.fedidcard.gov/centerlist.aspx> .

(c) In addition, all such personnel who will be on site 6 months or longer must apply for and receive clearance in accordance with Homeland Security Presidential Directive 12 (HSPD-12). See Section IV, *Contract Clauses*, GSAR 552.204-9.

(7) Safeguarding and Dissemination of Sensitive But Unclassified (SBU) Building Information.

This clause applies to all recipients of SBU building information, including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

(a) Marking SBU. Contractor-generated documents that contain building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the Contracting Officer (CO) may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

(b) Authorized recipients.

(i) Building information designated SBU must be protected with access strictly controlled and limited to those individuals having a legitimate business need to know such information. Those with a need to know may include Federal, State and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov and have a legitimate business need to know such information. If a subcontractor is not registered in the SAM and has a need to possess SBU building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor shall keep this information related to the subcontractor for the duration of the contract and subcontract.

(ii) All GSA personnel and Contractors must be provided SBU building information when needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of building permits. Public safety entities such as fire and utility departments may require access to SBU building information on a need to know basis. This clause must not prevent or encumber the dissemination of SBU building information to public safety entities.

c. Dissemination of SBU building information:

(i) By electronic transmission. Electronic transmission of SBU information outside of the GSA network must use session encryption (or alternatively, file encryption). Encryption must be via an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules per GSA policy.

(ii) By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include, but are not limited to CDs, DVDs, and USB drives. Nonelectronic forms of SBU building information include paper documents, among other formats.

1) By mail. Contractors must utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

2) In person. Contractors must provide SBU building information only to authorized recipients with a need to know such information. Further information on authorized recipients is found in Section 2 of this clause.

d. Record keeping. Contractors must maintain a list of all entities to which SBU is disseminated, in accordance with sections 2 and 3 of this clause. This list must include at a minimum: (1) the name of the State, Federal, or local government entity, utility, or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU building information, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

e. Safeguarding SBU documents. SBU building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a legitimate business need to know such information. GSA contractors and subcontractors must not take SBU building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a legitimate business need to know.

f. Destroying SBU building information. When no longer needed, SBU building information must be destroyed so that marked information is rendered unreadable and incapable of being restored, in accordance with guidelines provided for media sanitization within GSA CIO IT Security 06-32, Media Sanitization Guide and Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization. Alternatively, SBU building information may be returned to the CO.

g. Notice of disposal. The contractor must notify the CO that all SBU building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 6 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term. The contractor may return the SBU documents to the CO rather than destroying them.

h. Incidents. All improper disclosures of SBU building information must be immediately reported to the CO at <insert address and contact information> . If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

i. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

III.R. Safeguarding Sensitive Data and Information Technology Resources

In accordance with FAR 39.105, this section is included in the contract. This section applies to all users of sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers. The following GSA policies must be followed. These policies can be found at <http://www.gsa.gov/directives>.

Sol. Reference No:	EQ2PSEUA-18-0003	GSA Contract No.
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1. CIO P 2100.1 GSA Information Technology (IT) Security Policy
2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1 B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4 Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy
11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
14. CIO IL-13-01 Mobile Devices and Applications
15. CIO IL-14-03 Information Technology (IT) Integration Policy
16. HCO 9297.1 GSA Data Release Policy
17. HCO 9297.2B GSA Information Breach Notification Policy
18. ADM P 9732.1 D Suitability and Personnel Security

The contractor and subcontractors must insert the substance of this section in all subcontracts.

IV. Contract Clauses

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IV.A. Clauses Incorporated in Full Text

(1) FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEPT 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(2) FAR 52.225-9 Buy American—Construction Materials (MAY 2014)

(a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. 40102\(4\)](#)), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign

origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American statute is waived for construction material that is a COTS item (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: None.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If

the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price
Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information. * Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(3) GSAR 552.204-9 Personal Identity Verification Requirements (OCT 2012)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at <http://www.gsa.gov/hspd12>, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(4) GSAR 552.252-6 Authorized Deviations in Clauses (Deviation FAR 52.252-6) (SEP 99)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) “Substantially the same as” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(5) Additional Clauses

FAR 52.223-21, FOAMS (Jun 2016)

FAR 52.222-62, Paid Sick Leave under Executive Order 13706

Implements EO 13706 which requires incorporation of new FAR Clause 52.222-62 in all contracts with 52.222-6, Construction Wage Rate Requirements, (\$2,000 threshold), or 52.222-41, Service Contract Labor Standards, (\$2,500 threshold) and performance is in whole or in part in the United States.

52.223-6 Drug-Free Workplace

MAY 01

IV.B. Clauses Incorporated by Reference

The following FAR/GSAR clauses are supplemented in Section III, Terms and Conditions: 52.228-5, 52.232-27, 52.243-5, and 552.228-5.

(1) FAR 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. The full text of a clause may also be accessed electronically at this address:

<http://www.acquisition.gov/comp/far/index.html>

(2) Federal Acquisition Regulation (FAR) clauses:

NUMBER	TITLE	DATE
52.204-2	Security Requirements	AUG 96
52.204-7	System for Award Management	JUL 13
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 13
52.204-13	System for Award Management Maintenance	JUL 13
52.204-18	Commercial and Government Entity Code Maintenance	NOV 14
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 14
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	AUG 13
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	DEC 14
52.211-18	Variation in Estimated Quantity	APR 84
52.219-14	Limitations on Subcontracting (Applies to 8(a) or if over \$150,000)	NOV 11
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 13
52.222-3	Convict Labor	JUN 03
52.222-6	Construction Wage Rate Requirements	MAY 14
52.222-7	Withholding of Funds	MAY 14
52.222-8	Payrolls & Basic Records	MAY 14
52.222-9	Apprentices And Trainees	JUL 05
52.222-10	Compliance With Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	MAY 14
52.222-12	Contract Termination—Debarment	MAY 14
52.222-13	Compliance With Construction Wage Rate Requirements And Related Regulations	MAY 14
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	MAY 14
52.222-21	Prohibition of Segregated Facilities	APR 15
52.222-26	Equal Opportunity	APR 15
52.222-27	Affirmative Action Compliance Requirements for	APR 15

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	Construction (Applies if over \$10,000)	
52.222-35	Equal Opportunity for Veterans	JUL 14
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 14
52.222-37	Employment Reports on Veterans	JUL 14
52.222-50	Combating Trafficking in Persons	MAR 15
52.222-55	Minimum Wages Under Executive Order 13658	DEC 14
52.223-3	Hazardous Material Identification and Material Safety Data - Alternate I (JUL 95)	JAN 97
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 11
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 07
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 08
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 11
52.224-1	Privacy Act Notification	APR 84
52.227-2	Privacy Act	APR 84
52.225-13	Restrictions on Certain Foreign Purchases	JUN 08
52.227-1	Authorization and Consent	DEC 07
52.227-2	Notice and Assistance Regarding Patent and Copyright	DEC 07
52.227-4	Patent Indemnity—Construction Contracts	DEC 07
52.228-5	Insurance - Work on a Government Installation	JAN 97
52.232-5	Payments Under Fixed Price Construction Contracts	MAY 14
52.232-23	Assignment of Claims	MAY 14
52.232-27	Prompt Payment for Construction Contracts	MAY 14
52.232-33	Payment by Electronic Funds Transfer – System for Award Management	JUL 13
52.232-39	Unenforceability of Unauthorized Obligations	JUN 13
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 13
52.233-1	Disputes	MAY 14
	Alternate I	DEC 91
52.233-3	Protest after Award	AUG 96
52.233-4	Applicable Law for Breach of Contract Claim	OCT 04
52.236-2	Differing Site Conditions	APR 84

Sol. Reference No:		EQ2PSEUA-18-0003	GSA Contract No.
52.236-3	Site Investigations and Conditions Affecting the Work		APR 84
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements		APR 84
52.236-10	Operations and Storage Areas		APR 84
52.236-12	Cleaning Up		APR 84
52.236-13	Accident Prevention Alternate I		NOV 91
52.236-14	Availability and Use of Utility Services		APR 84
52.236-17	Layout of Work		APR 84
52.242-14	Suspension of Work		APR 84
52.243-5	Changes and Changed Conditions		APR 84
52.244-6	Subcontracts for Commercial Items		APR 15
52.246-12	Inspection of Construction		AUG 96
52.246-21	Warranty of Construction		MAR 94
52.249-2	Termination for Convenience of the Government (Fixed-Price)		APR 12
	Alternate I		SEP 96
52.249-10	Default (Fixed-Price Construction)		APR 84
52.253-1	Computer Generated Forms		JAN 91

(3) GSA Acquisition Regulation (GSAR) clauses:

NUMBER	TITLE	DATE
552.227-70	Government Rights (Unlimited)	MAY 89
552.228-5	Government As Additional Insured	MAY 09
552.229-70	Federal, State, and Local Taxes	APR 84
552.236-70	Definitions	APR 84
552.236-75	Use of Premises	APR 84
552.236-76	Measurements	APR 84
552.236-80	Heat	APR 84
552.236-82	Subcontracts	APR 84

(1) Total Small Business Set-Aside

This contract is Total Small Business Set-Aside; the following clause is incorporated by reference:

52.219-6	Notice of Total Small Business Set-Aside	NOV 11
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Sol. Reference No:	EQ2PSEUA-18-0003	GSA Contract No.
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In accordance with 552.219-74, the cognizant SBA district office is Syracuse District Office.