



## **The Agreement**

### **General Construction & Design-Build Construction Services**

Zone 1: Metropolitan New York City Area

Zone 2: Upstate New York

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## **I. Project Information**

### **I.A. Project Summary**

This Contract award is an Indefinite Delivery/Indefinite Quantity (IDIQ) General Construction and Design-Build Construction Services Contract for Federally-Owned and Federally-Leased Space located within Zone 1 and Zone 2 (Detailed in the Statement of Work (SOW)). The IDIQ Contractor will be offered the opportunity to submit proposals for general construction and design-build construction Task Orders under this Contract as described elsewhere in the SOW and applicable Contract documents.

The Maximum Order Limit (MOL)/Contract Ceiling amount is \$500,000,000 for the life of all awarded Multiple Award Contracts (5 Years) and none of the individual IDIQ Contracts will have a maximum order/annual ceiling limitation.

The value of any Task Orders (including modifications) issued under this Contract will have an overall award value ranging from \$0 to \$20,000,000.

The Contractor shall provide professional services for the planning, design, and construction necessary to meet the requirements of the individual Task Orders. Specific requirements of individual Task Orders will be issued by RFP on a Task Order basis. Task Order services shall be provided according to the general requirements described herein, and as further described in the Task Order RFP and accompanying documents.

Disciplines and expertise that may be required to accomplish the scopes of the Task Orders include, but are not limited to: architecture, engineering (Disciplines: mechanical, electrical, plumbing, civil, structural, and fire protection), life safety, code compliance, security, historic preservation, estimating, construction project management, and building construction services.

### **I.B. The Contract**

- (1) The Contract consists of the SF1442, 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) The Contractor shall provide and pay for all design, 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) and documentation within subsequent Task Order Requests for Proposal (RFP), 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 2, subject to the terms and conditions set forth in this Contract.

**I.C. Period of Performance****(1) IDIQ Level**

This IDIQ Contract includes a one-year Base period and four (4) One-Year Options, totaling five (5) years. The Base Year will commence upon the Notice to Proceed, with Base Year services, and end one (1) calendar year from the date specified on the Notice to Proceed. At the end of the Base Year, the Government may elect to exercise the Option for Option Year 1. At the end of each Option Year, the Government may, or may not, elect to exercise the option for the following Option Year.

The 5-Year Contract may be extended for up to an additional six (6) months pending award of a new (succeeding) follow-on contract (see FAR 52.217-8 below). It is the intent of the Government to provide for at least 30 calendar days prior notice of intent to exercise this option.

**(2) Task Order Level**

Each Task Order awarded will state the specific dates to the referenced project. The requirements below shall be identified at the Task Order RFP level:

- (a) Commencement of Services: The Contractor shall commence performance of the Services within TBD calendar days after the Contractor receives the Notice to Proceed (NTP).
- (b) Substantial Completion: The Contractor shall achieve Substantial Completion of the Work, as that term is defined in the Task Order RFP, no later than TBD calendar days from issuance of Notice to Proceed (NTP).
- (c) Contract Completion: The Contractor shall achieve Contract Completion, as the term is defined in the Task Order RFP, within TBD calendar days of Substantial Completion.

**I.D. Work Conditions/Site Requirements**

Refer to Division 1 specification for further guidance and additional work conditions/site requirements will be identified at the Task Order RFP level.

**I.E. Authorized Representatives**

- (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:

## (a) IDIQ Authorized Representative Information

## Contracting Officer's Information

Name: Nadia Shokry Burns  
Address: 1 World Trade Center, New York, NY 10007  
Telephone: (646)465-4651  
Email: [nadia.shokry.burns@gsa.gov](mailto:nadia.shokry.burns@gsa.gov)

## (b) IDIQ Alternate Authorized Representative Information

## Contract Specialist's Information

Name: Allison Wiede-Brown  
Address: 100 South Clinton Street, Suite 1350, Syracuse, NY 13261  
Telephone: (315) 243-4272  
Email: [allison.wiede-brown@gsa.gov](mailto:allison.wiede-brown@gsa.gov)

## (c) Task Order Authorized Representative Information

Shall be provided at the Task Order RFP level.

- (2) GSAR 552.236-70, Authorities and Limitations, is incorporated by reference in this Contract.

**I.F. Contract Liquidated Damages Rate**

In accordance with GSAR 552.211-12, Liquidated Damages – Construction, in Section IV of this Agreement, liquidated damages shall not be applicable at the IDIQ level and specific rates shall be calculated at the Task Order RFP Level.

**I.G. Buy American Exceptions**

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

**I.H. Maximum Order Limit**

The Maximum Order Limit (MOL)/Contract Ceiling amount for this Contract is \$500,000,000 for the life of all awarded Multiple Award Contracts (5 Years) and none of the individual IDIQ Contracts will have a maximum order/annual ceiling limitation.

**I.I. Guaranteed Minimum**

The guaranteed minimum amount under each Contract award is \$2,000 for the Base Year period of each Contract. If the awardee does not receive an Order, or several Orders, totaling \$2,000 or more during the Base Year period of the Contract, the Government will be obligated to pay that awardee the guaranteed minimum amount of \$2,000.

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

The following documents are incorporated by reference into this Contract.

- (1) Statement of Work, Dated 04/29/2019;
- (2) Place of Performance and Building Locations, Dated 04/17/2019;
- (3) GSA Standard Division One Specifications;
- (4) Task Order Award Procedures, Dated 04/29/2019;
- (5) Task Order Pricing Form;
- (6) Wage Determination Documentation.

## 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.
- (4) **Options:** If any portion of the Work is to be performed upon the timely exercise of an Option, the Option Price shall include all costs of coordinating and incorporating the Option-priced portion of the Work into the Base Contract Work. An adjustment to the Contract price for such additional work shall be computed solely on the basis of the Option price or prices set forth herein. Unless otherwise specified, all options may be exercised within 90 days of Contract award.
- (5) **Bid Rates:** If this Contract includes Bid Rates to be used in determination of equitable adjustments (e.g., overhead, profit, daily rates for time-related costs), such rates shall be deemed to include all costs recoverable as components of an equitable adjustment consistent with the requirements, definitions, and exclusions applicable to equitable adjustments set forth in this Contract, and consistent with the Contractor's cost accounting practices. Unless otherwise specified, the bid rates shall be deemed to include only the Contractor's costs, and not the costs of

any subcontractors.

## **II.B. Contract Price Form**

Reference the Price Proposal Sheet for a detailed description.



### **III. Terms and Conditions**

#### **III.A. Contractor Responsibilities**

GSAR 552.236-71, Contractor Responsibilities is located in Section IV.A. of this Agreement and is supplemented as follows:

- (1) For the purposes of FAR 52.236-1, Performance of Work by the Contractor, the Contractor shall perform at least fifteen (15) percent of the Work.
- (2) 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.
- (3) FAR 52-211-10, Commencement, Prosecution, and Completion of Work, is supplemented as follows:

The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of the Work, as defined in GSAR 552.211-70 Substantial Completion (Mar 2019) and 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. Project Schedule**

- (1) Within ten (10) Working Days after NTP, the Contractor shall develop and provide a detailed schedule in widely used, commercially available software such as Microsoft Project and Primavera P6 for completion of all project activities, tasks, and submissions required herein, leading up to and including the final design development submission(s).

#### **III.C. Submittals**

FAR 52.236-21, Specifications and Drawings for Construction, and GSAR 552.236-723, Submittals located in Section IV.A. of the Agreement are supplemented as follows:

- (1) The Contractor shall prepare and submit to the Contracting Officer shop drawings, samples, calculations, product information, mockups, GSA Form 184 (associated 184A and 184B as necessary), and other submittals (collectively,

"submittals") demonstrating compliance with Contract requirements for all Work components as specified elsewhere in this Contract.

### **III.D. 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.E. Liquidated Damages**

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 in accordance with FAR 52.211-12, Liquidated Damages, GSAR 552.211-12, Liquidated Damages and within the time specified at the Task Order level, the Contractor shall be liable to the Government for liquidated damages at the rate specified in the Task Order RFP, paragraph entitled, "Liquidated Damages Rate," for each calendar day following the required completion date that the Work is not Substantially Complete.

### **III.F. 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 \$20,000 per occurrence for property damage.

- (2) The Contractor shall require that the licensed design professionals it retains for the Project acquire and maintain professional liability insurance in the amount of \$5,000,000 per claim and shall provide proof to the Contracting Officer.
- (3) 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.G. Order of Precedence**

Different requirements within this Contract shall be deemed inconsistent only if compliance with both cannot be achieved. In case of inconsistency between Contract Documents, the following order of precedence shall apply:

- (1) Section IV of the Agreement
- (2) Sections I, II, and III of the Agreement
- (3) The Statement of Work
- (4) The Specifications
- (5) The Drawings
- (6) Exhibits and Other Attachments

### **III.H. Administrative Matters**

- (1) Project Meetings: The Contractor shall attend a preconstruction conference and shall participate in regularly scheduled Project meetings.
- (2) Payments: FAR clause 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented by GSAR 552.232-5 Payments under Fixed-Price Construction Contracts located in Section IV.A. of this Agreement. In accordance with the relevant FAR and GSAR clauses, GSA requires the following data be included with each invoice:
  - (a) 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.

- (b) Invoices must include the Pegasys Document Number (PDN) assigned at award.
- (c) Invoices must include the Pegasys Document Number (PDN) assigned at award:
  - (i) GSA Form 184A and/or 184B - Construction Progress Report (Construction Phases Only) or AIA Form G702, including the updated Schedule of Values upon which the payment request is based;
  - (ii) GSA Form 2419 - Certification of Progress Payments Under Fixed-Price Construction Contract;
  - (iii) The payment terms that apply for the particular services rendered;
  - (iv) Additional documentation: Weekly Payrolls and see III.L. (4) for Payment/Invoice Requirements and Procedures for additional information.
- (3) 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
- (4) Payment Information: The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance3.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.
- (5) 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 Detailed information is available at [GSA Access Card](#). USAccess Credentialing Centers can be located at [US Access Centers](#).

- (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.
- (6) 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](http://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 non-electronic form or on portable electronic data storage devices. Portable electronic data storage devices include, but are not limited to CDs, DVDs, and USB drives. Non-electronic 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 IDIQ and Task Order CO. 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.I. Non-Compliance with Contract Requirements**

In the event the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will 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.

### **III.J. 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



Directives Library.

- (1) CIO P 2100.1K GSA Information Technology (IT) Security Policy
- (2) CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
- (3) CIO 2100.3C Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
- (4) CIO 2104.1A CIO CHGE 1 GSA Information Technology IT General Rules of Behavior
- (5) CIO 2105.1 C CHGE 1 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 2160.4A 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 2102 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.

**III.K. Options and Allowances**

Reference FAR and GSAR Option clauses in Section IV.

**III.L. Additional Terms and Conditions**

- (1) Construction Off-Ramping/On-Ramping

The PoP for the initial fourteen (14) awarded contracts will be 1 Year for the Base Year with four (4) one-year options. The exercise of any of the option years is a unilateral decision of the Government and is executed by the Contracting Officer through a contract modification. The Contracting Officer will consider exercising an option on an awarded IDIQ contract when:

- \* The Contractor does not have an active exclusion record in the System for



### Award Management

\* The Contractor's past performance evaluations on other contract actions have been considered (see Paragraph (a), Construction Off-Ramping Procedures for more details)

\* The Contractor's performance on this contract has been satisfactory (see Paragraph (a), Construction Off-Ramping Procedures for more details)

In the event that a Contractor in the Award Pool has been off-ramped (the Contracting Officer does not exercise the option year on the contract), the next highest ranked firm in the "Reserved Pool" will replace the "off-ramped contractor" and be awarded a contract for the next option period of performance year.

#### (a) Construction Off-Ramping Procedures

As stated above, the exercise of an option is the unilateral decision of the Government. In recognition of satisfactory contract and task order performance of a particular Contractor during each period of performance year, the Government will consider exercising a Contractor's Option, for an additional one-year term of performance. The option determination for each Contractor will be based on FAR Subpart 17.207 for exercising the option term; the overall quality of the Contractor's past performance under the IDIQ contract and task orders awarded against the IDIQ contract; meeting the deliverable and compliance standards; and maintaining a strategic partnership between GSA personnel and Federal customers to identify and achieve reciprocal goals. Prior to the expiration date of a contract, the Contracting Officer will review available information during each contract performance year in determining whether to exercise an option on a contract.

In considering whether to off-ramp a contractor and not exercise an option, the Contracting Officer will consider any, or a combination, of the following:

- (i) The Contractor has an active exclusion record in the System for Award Management (SAM)
- (ii) The Contractor's past performance evaluations on awarded task orders consistently have a rating of less than "Satisfactory" in two or more rating categories (i.e. Quality, Schedule, Cost Control, Management, Small Business, Regulatory, Other Areas)
- (iii) The Contractor's performance on the IDIQ contract has not been acceptable for the current performance year in regards to:
  - a) Not complying with contract reporting requirements

- b) Proposal response rate is less than 70% against all RFPs issued
- c) Contractor has not attained a minimum of 2 task order awards
- d) Cumulative value of all task order awards and modifications are less than \$500,000
- e) Failure to adhere to proper ethics and conduct

The Government's determination as to whether a contractor is off-ramped will be made 60 days prior to the contract expiration date for that PoP year and the Contracting Officer shall provide written notice to the Contractor. Once a Contractor has been notified that it has been off-ramped, the Contractor is no longer eligible for any new task order awards or permitted to participate in any subsequent RFPs. The Contractor is still responsible to satisfactorily complete work on any open task orders. This off-ramping determination process will apply to both the base PoP and option years.

(b) Construction On-Ramping Procedures

Once the Government has made a determination to off-ramp a Contractor from the Award Pool, the Contracting Officer will award a contract to the next highest ranked firm in the Reserved Pool for that Zone. The process for on-ramping is as follows:

All timely proposals will have been evaluated against the evaluation criteria stated in Section VI of the solicitation and all proposals have been ranked with rank #1 being the most highly rated proposal.

Firms ranked #1 to #7 for each Zone are awarded a contract and be in the "Award Pool".

Firms ranked #8 to #12 for each Zone are not awarded a contract but will be in the "Reserved Pool".

All firms ranked #13 and beyond are not in the Award Pool or Reserved Pool and not considered for any contract award.

When the Government has made a determination to off-ramp an awarded contractor, the next highly ranked firm in the Reserved Pool to be on-ramped will also be notified 60 days prior to the contract expiration date for that PoP year and the Contracting Officer shall provide written notice to the firm. Once the firm has been notified that it has been invited to be on-ramped, the firm can accept or decline the Government's request to be in the Award Pool. If the firm accepts, the firm will be awarded a contract and be in the Award Pool. If the firm declines, the next highly ranked firm will be contacted and have an opportunity to be in the Award Pool.

If the firm in the Reserved Pool accepts the Government's request to be in the Award Pool, the firm will be awarded a contract and the proposal prices offered in the next option period will be effective for the contract performance year.

(c) For example:

Firm #7 BADCO, due to consistent poor performance and ratings during the base year on their awarded task orders, the Contracting Officer decides not to exercise their contract Option Year 1. Firm #8 LUCKY FIRM is at the top of the list of the Reserved Pool and accepts the Government's request to be in the Award Pool. LUCKY FIRM will be awarded a contract and replace BADCO. LUCKY FIRM's Option Year 1 prices that were submitted at the time of proposal evaluation would be in effect when Option

(2) Changes in Scope

- (a) GSA reserves the right to revise the scope of work any time prior to final acceptance of the completed project. Each such addition or deletion to the Contract shall require GSA and the Contractor to negotiate a mutually acceptable adjustment in the contract price, and, for the Government to issue a change order describing the nature of the change and the amount of price adjustment;
- (b) GSA may at any time make changes in the scope of work, plans and drawings, omit work, and require additional work to be performed by the Contractor. For such additional work to be performed hereunder, GSA shall pay the Contractor on the basis of a mutually agreed to lump sum or cost thereof, and a mutually fixed or percentage fee. The Contractor shall make no additions, changes, alterations or omissions or perform extra work except on prior written authorization from GSA;
- (c) No changes shall be made until written approval is granted by the CO.

(3) Removal from Contract Work

- (a) The CO or their designee may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable, or otherwise objectionable.

- (b) When the Government deems the employee's continued employment to be contrary to the public interest, inconsistent with the best interests of security, or when the employee is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its population.
- (c) The CO may also request the Contractor to immediately remove any employee from the work site if it is determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons or who are found to be unfit for performing duties during their tour of duty.
- (d) Contractor employees who are removed from Contract work shall be required to leave the work site immediately.
- (e) The Contractor shall comply with any removal request. For clarification, a determination to remove an employee will be made for, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:
  - (i) Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant Agency;
  - (ii) Violation of Federal, State, or Local law;
  - (iii) Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives or items intended to be used to fabricate an explosive or incendiary device;
  - (iv) Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time or refusing to render assistance, or to cooperate in upholding the integrity of the security program at the work site;
  - (v) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
  - (vi) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities that interfere with the normal efficient operations of the Government;

- (vii) Theft, vandalism, immoral conduct, or any other criminal actions;
  - (viii) Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects while in or on federally controlled property;
  - (ix) Improper use of Government identification;
  - (x) Unauthorized use of communication equipment on Government property;
  - (xi) Violation of security procedures or regulations;
  - (xii) Violation of Title 18, U.S.C. Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.
- (f) The CO or their designee will make all determinations regarding the removal of any employee from work site, except under certain conditions. When a CO or their designee is not available, either during the day or after hours, or in situations where a delay would not be in the best interest of the Government or is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its population, the CO or their designee will have the authority to immediately remove the Contract employee from the work site;
- (g) Law enforcement officers of the Department of Homeland Security/Immigration and Customs Enforcement/Federal Protective Service (DHS/ICE/FPS) will have the authority to immediately remove any Contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interest of the Government or security or is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its population. The CO or their designee will be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The CO or their designee will make all official notifications to the Contractor. In the event of a dispute, the CO or their designee will make a final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing by the CO or designee;
- (h) The Contractor is responsible for providing replacement employees in cases

where Contract employees are removed from working at the work site or on the Contract.

(4) Payment/Invoice Requirements and Procedures

(a) Invoice Requirements

- (i) Each invoice shall be submitted to the COR and shall reference the Contract number, Task Order number, name of building where performance was provided, the dates and the type of work performed. Also indicate the name of the GSA representative who authorized the performance of work and the date the Task Order (GSA-300) was placed.
- (ii) To assist the Government in making timely payments, the Contractor is requested to furnish the following additional information either on the invoice or on an attachment to the invoice:
  - Pegasys Document Number (PDN)
  - Organization Code
  - Building Code
- (iii) Invoices for performance rendered shall be submitted no later than ten (10) business days of Contract completion and Government acceptance. Progress payments are allowed on this Contract and payment schedules will be accepted on a monthly basis; however the frequency maybe amended at Task Order level.
- (iv) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this Contract, the following information or documentation must be submitted with each invoice along with documentation evidencing the cost of work to be included in the payment request. The ability of costs to be allowed shall be in accordance with FAR 31.105 and 31.2.
  - The PDN number must be listed on all invoices in order to ensure proper payment. The PDN for this requirement will be issued at the Task Order level.
  - Submit a completed GSA-184 - Construction Progress Report
  - Submit a completed GSA-184A - Construction Progress Report (Work Branch Breakdown)
  - Submit a completed GSA-184B - Construction Progress Report (Change Order Breakdown)
  - Submit a completed GSA-2419 - Certificate of Progress Payment Under Fixed-Price Construction Contracts

- Submit completed and Certified Weekly Payrolls on WH-347
- Submit a completed GSA-1142, Release of Claims is required to be submitted only on the Final Payment request. This document shall be notarized and sealed by both the prime contractor and notary.

(b) Invoice Procedures

- (i) Invoices shall be submitted in an original only, unless otherwise specified. The invoice submitted will be a draft invoice (pencil copy) to COR and PM for review and cc'd to the Contracting Officer.
  - (ii) If COR rejects the draft invoice, the reasons for rejection will be noted and sent for corrections.
  - (iii) Once the corrected invoice is approved by the COR, the "approved" invoice shall be submitted on WebVendor at <http://www.finance3.gsa.gov> (Instruction on registration and submission process to be submitted after Contract award)
- (5) GSAR 552.236-74, Evaluation of Options (MAR 2019)

Incorporated by reference.

- (6) GSAR 552.236-77 Government's Right to Exercise Options (MAR 2019)
- (a) The Government may exercise any option in writing in accordance with the terms and conditions of the contract within 90 calendar days of contract award.
  - (b) If the Government exercises the option, the contract shall be considered to include this option clause.

(End of clause)

## IV. Contract Clauses

### IV.A. Clauses Incorporated in Full Text

- (1) FAR 52.222-99 Establishing a Minimum Wage for Contractor (JUL 2014) (DEVIATION)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the



Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(2) FAR 52.223-2 Affirmative Procurement of Bio-based Products Under Service and Construction Contracts (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of bio-based 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 Bio-Preferred.

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

(1) Report to System Award Management, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated bio-based 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.

(End Clause)

(3) FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008)

(a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this Contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(End of clause)

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

(a) The contractor shall comply with GSA personal identity verification requirements, identified at HSP12, 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.

(End clause)

(5) GSAR 552.211-10 Commencement, Prosecution and Completion of Work (MAR 2019)

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, is supplemented as follows:

- (a) The Contractor shall not commence work until the Contracting Officer issues a notice to proceed.
- (b) Notwithstanding paragraph (a) above, the Contractor must submit any required safety plans before commencing any construction work.
- (c) The Contractor shall diligently prosecute the work so as to achieve substantial completion of the work within the time specified in the contract. 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.

(End clause)

(6) GSAR 552.211-12 Liquidated Damages-Construction (MAR 2019)

FAR 52.211-12, Liquidated Damages-Construction, is supplemented as follows:

- (a) If the Contractor fails to achieve substantial completion of the work within the time specified in the contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified for each calendar day following the required completion date that the work is not substantially complete.
- (b) 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.
- (c) 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.

(7) GSAR 552.211-13 Time Extensions (MAR 2019)

FAR 52.211-13, Time Extensions, is supplemented as follows:

- (a) If the Contractor requests an extension of the time for substantial completion, the Contractor shall base its request on an analysis of time impact using the project schedule as its baseline, and shall propose as a new substantial completion date to account for the impact. The Contractor shall submit a written request to the Contracting Officer setting forth facts and analysis in sufficient detail to enable the Contracting Officer to evaluate the Contractor's entitlement to an extension of time.
  - (b) The Contractor shall only be entitled to an extension of time to the extent that:
    - (1) Substantial completion of the work is delayed by causes for which the Contractor is not responsible under this contract, and
    - (2) The actual or projected substantial completion date is later than the date required by this contract for substantial completion.
  - (c) The Contractor shall not be entitled to an extension of time if the Contractor has not updated the project schedule in accordance with the contract.
  - (d) The Government shall not be liable for any costs to mitigate time impacts incurred by the Contractor that occur less than 30 calendar days after the date the Contractor submits a request for extension of time in compliance with this clause.
- (8) GSAR 552.211-70 Substantial Completion (MAR 2019)
- (a) General.
    - (1) For the purposes of FAR 52.211-10, Commencement, Prosecution and Completion of Work, and FAR 52.211-12, Liquidated Damages Construction, the work shall be deemed complete when it is "substantially complete."
    - (2) There may be different completion dates required for different phases or portions of the work, as established in the contract. However, the work shall be deemed "substantially complete" if and only if the Contractor has completed the work and related contract obligations in accordance with the

contract documents, such that the Government may enjoy the intended access, occupancy, possession, and use of the entire work without impairment due to incomplete or deficient work, and without interference from the Contractor's completion of remaining work or correction of deficiencies in completed work.

(3) In no event shall the work be deemed "substantially complete" if all fire and life safety systems are not tested and accepted by the authority having jurisdiction, where such acceptance is required under the contract.

(4) Unless otherwise specifically noted, or otherwise clear from context, all references in the contract to "acceptance" shall refer to issuance of a written determination of substantial completion by the Contracting Officer.

(b) Notice of Substantial Completion.

(1) With reasonable advance notice, the Contractor shall submit to the Contracting Officer a written proposal recommending a substantial completion date.

(2) If the Contracting Officer takes exception to the notice of substantial completion, the Contractor shall be entitled to a written notice of conditions precluding determination of substantial completion. The Contractor shall only be entitled to an extension of time to address such conditions if, and to the extent that, the Contracting Officer provides notice of such conditions more than 30 calendar days after receipt of the notice of substantial completion.

(c) Acceptance of Substantial Completion.

(1) The Contracting Officer shall conduct inspections and make a determination of substantial completion within a reasonable time.

(2) Substantial Completion shall be established by the Contracting Officer's issuance of a written determination specifying the date upon which the work is substantially complete.

(d) Contract Completion.

(1) The Contract is complete if and only if 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.

(2) 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.

(9) GSAR 552.232-5 Payments Under Fixed-Price Construction Contracts (Mar 2019)

FAR 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented as follows:

(a) Before submitting a request for payment, the Contractor shall, unless directed otherwise by the Contracting Officer, attend pre-invoice payment meetings, as scheduled, with the designated Government representative for the purpose of facilitating review and approval of payment requests. Payment meetings will be conducted and may be in person. The Contractor shall provide documentation to support the prospective payment request.

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

(c) The Contractor shall use GSA Form 2419 Certification of Progress Payments Under Fixed-Price Construction Contracts to provide the certification required under FAR 52.232-5(c).

(d) The Contractor shall use GSA Form 1142 Release of Claims to provide the certification required under FAR 52.232-5(h).

(e) If an invoice does not meet the requirements of FAR 52.232-27 and GSAM 552.232-27, 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.

(f) 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 the 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.

(10) GSAR 552.236-6 Superintendence by the Contractor (MAR 2019)

The requirements, of the clause entitled “Superintendence by the Contractor” at FAR 52.236-6, are supplemented as follows:

(a) 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 contract. 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.

(b) The Contractor shall employ, and require its subcontractors to employ, qualified personnel to perform the contract. 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.

(c) The Contractor shall be responsible for coordinating all activities of subcontractors, including all of the following activities —

(1) Preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere; and

(2) Scheduling of work by subcontractors; and

(3) Installation of work by subcontractors; and

(4) Use of the project site for staging and logistics.

(d) Repeated failure or excessive delay to meet the superintendence requirements by the Contractor may be deemed a default for the purposes of the termination for default clause.

(11) GSAR 552.236-11 Use and Possession Prior to Completion (MAR 2019)

Exercise by the Government of the right conferred by FAR 52.236-11 shall not relieve the Contractor of responsibility for completing any unfinished

components of the work.

(12) GSAR 552.236-15 Schedules for Construction Contracts Alternate II (MAR 2019)

The requirements, of the clause entitled “Schedules for Construction Contracts” at FAR 52.236-15, are supplemented as follows:

(a) Purpose. The project schedule shall be a rational, reasonable, and realistic plan for completing the work, and conform to the requirements specified in this clause and elsewhere in the contract. The Contractor understands and acknowledges that the preparation and proper management of the project schedule is a material component of the contract.

(b) Use of the schedule. 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, and determine the criticality or float of any activities described in such project schedule.

(c) Submission.

(1) Within 30 calendar days of notice to proceed, or such other time as may be specified in the contract, the Contractor shall submit the project schedule, together with a written narrative describing the major design and construction activities. The project schedule may indicate construction activities in summary form prior to completion of final design documents.

(2) Within 30 calendar days of completion of final design documents, the Contractor shall submit a revised project schedule depicting all activities necessary to complete construction work activities, together with a written narrative describing the major work activities, activities on the critical path, and major constraints underlying the sequence and logic of the project schedule.

(d) Milestones. The project schedule shall incorporate milestone events specified in the contract, including, as applicable, notice to proceed, substantial completion, and milestones related to specified work phases and site restrictions. 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.

(e) Activities.

(1) The Contractor shall use a critical path method project schedule to



plan, coordinate, and perform the work.

(2) Activities shall be sufficiently detailed and limited in duration to enable proper planning and coordination of the work, effective evaluation of the reasonableness and realism of the project schedule, accurate monitoring of progress, and reliable analysis of schedule impacts.

(3) Activity durations shall be based upon reasonable and realistic allocation of the resources required to complete each activity, given physical and logistical constraints on the performance of the work. All logic shall validly reflect physical or logistical constraints on relationships between activities. Except for the first and last activities in the project schedule, each activity shall have at least one predecessor and one successor relationship to form a logically connected network plan from notice to proceed to the contract completion date.

(f) Schedule of values.

(1) The Contractor shall prepare and submit for approval a cost breakdown of the Contract price, to be referred to as the “schedule of values”, assigning values to each major activity necessary to complete the work.

(2) Values must include all direct and indirect costs, although a separate value for bond costs may be established.

(3) The schedule of values must contain sufficient detail to enable the Contracting Officer to evaluate applications for payment.

(g) Conflicting terms.

(1) If at any time the Contracting Officer finds that the project schedule does not comply with any contract requirement, the Contracting Officer will provide written notice to the Contractor.

(2) Within 30 calendar days of written notice, or such other time as may be specified, from the Contracting Officer, the Contractor shall take one of the following actions—

(i) revise the project schedule;

(ii) adjust activity progress; or

(iii) provide sufficient information demonstrating compliance.

(3) If the Contractor fails to sufficiently address the Contracting Officer's exceptions to the project schedule, the Contracting Officer may—

(i) withhold retainage until the project is substantially complete or until such time as the Contractor has complied with project schedule requirements; or

(ii) terminate the contract for default.

(h) Revisions to the schedule. If the Contractor revises the project schedule after initial approved submission, the Contractor shall provide in writing a narrative describing the substance of the revision, the rationale for the revision, and the impact of the revision on the projected substantial completion date and the available float for all activities. The addition of detail to prospective activities shall not be deemed a revision if the overall duration of the detailed activity does not change.

(i) Updates. Unless a different period for updates is specified elsewhere, the Contractor shall update the project schedule monthly to reflect actual progress in completing the work, and submit the updated project schedule within 5 working days of the end of each month.

(13) GSAR 552.236-21 Specifications and Drawings for Construction Alternate I (MAR 2019)

The requirements of the clause entitled “Specifications and Drawings for Construction” at FAR 52.236-21, are supplemented as follows:

(a) In case of difference between small and large-scale drawings, the large-scale drawings shall govern.

(b) Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing.

(c) On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work.

(d) Where the word “similar” occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

(e) Standard details or specification drawings are applicable when listed, bound with the specifications, noted on the drawings, or referenced elsewhere in the specifications.

(1) Where notes on the specification drawings indicate alterations, such alterations shall govern.

(2) In case of difference between standard details or specification drawings and the specifications, the specifications shall govern.

(3) In case of difference between the standard details or specification drawings and the drawings prepared specifically for this contract, the drawings prepared specifically for this contract shall govern.

(f) Different requirements within the contract documents shall be deemed inconsistent only if compliance with both cannot be achieved.

(g) 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.

(h) For the purposes of this clause, specifications and drawings refer only to those included among the contract documents, and not to those produced by the Contractor pursuant to its responsibilities under the contract.

(14) GSAR 552.236-71 Contractor Responsibilities Alternate I (MAR 2019)

(a) The Contractor shall be responsible for compliance with applicable codes, standards and regulations pertaining to the health and safety of personnel during performance of the contract.

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

(c) 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.

(d) The Contractor shall be responsible for providing professional design services unless this responsibility is expressly excluded from the contract. 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 the contract.

- (e) The Contractor's responsibilities include the responsibilities of the Architect-Engineer Contractor, as specified in FAR 52.236-23.
  - (f) The Contractor shall include in all subcontracts that require professional design services express terms establishing GSA as a third party beneficiary. No other person shall be deemed a third party beneficiary of the contract.
  - (g) The Contractor shall determine whether the information contained in the contract documents complies 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.
- (15) GSAR 552.236-72 Submittals Alternate I (MAR 2019)
- (a) The Contractor shall prepare and submit all submittals as specified in the contract or requested by the Contracting Officer.
    - (1) Submittals may include: safety plans, schedules, shop drawings, coordination drawings, samples, calculations, product information, or mockups.
    - (2) Shop drawings may include fabrication, erection and setting drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data.
  - (b) Unless otherwise provided in this contract, or otherwise directed by the Contracting Officer, submittals shall be submitted to the Contracting Officer.
  - (c) 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 as may be indicated in the project schedule.

- (d) Review of submittals will be general and shall not be construed as permitting any departure from the contract requirements.
  - (e) The Contractor shall not proceed with construction work or procure products or materials described or shown in submittals until the submittal is reviewed. Any work or activity undertaken prior to review 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 reviewed. The Government shall not be liable for any cost or delay incurred by the Contractor attributable to the proper exercise of this right.
  - (f) The Contractor shall identify, in writing, all deviations or changes in resubmitted submittals. In the absence of such written notice, review of a resubmission shall not include or apply to such deviations or changes.
  - (g) The Contractor shall submit design documents for review in accordance with PBS-P100. The Government shall review submittals for the limited purpose of verifying that the documents conform to the design criteria expressed in the contract documents.]
- (16) 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.

(17) Buy American Requirements

(a) FAR 52.225-11 Buy American-Construction Material under Trade Agreements (OCT 2016)

(a) Definitions. As used in this clause-

“Caribbean Basin country construction material” means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“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 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 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-

(1) 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

(2) 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.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country 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 non-availability 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.

“Free Trade Agreement country construction material” means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially



transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

“WTO GPA country construction material” means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, 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)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs(b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause 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

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions 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 Act 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)(4) 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)(4)(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)
Item1:			
Foreign construction material			
Domestic construction material			
Item2:			
Foreign construction material			
Domestic construction material			

(End of clause)

(b) 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

Incorporated by reference.

(18) Additional Clauses

(a) FAR 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)

(a) Definitions. As used in this clause—

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

(i) Limit information system access to authorized users, processes

acting on behalf of authorized users, or devices (including other information systems).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

(b) FAR 52.216-18 Ordering (OCT 1995)

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

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

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

(End of clause)

(c) FAR 52.216-19 Order Limitations (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$0, 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 N/A;
- (2) Any order for a combination of items in excess of \$20,000,000; or
- (3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e. includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs(b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

(d) FAR 52.216-22 Indefinite Quantity (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the

same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after TBD.

(End of clause)

(e) FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 45 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

(f) FAR 52.219-13 Notice of Set-Aside of Orders (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

(g) FAR 52.219-14 Limitations on Subcontracting (JAN 2017)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to-

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and



(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

(h) FAR 52.222-35 Equal Opportunity for Veterans (OCT 2015)

(a) Definitions. As used in this clause-

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

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

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the

terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

(i) FAR 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

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

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

(End of clause)

(j) FAR 52.222-62, Paid Sick Leave under Executive Order 13706 (JAN 2017)

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.

(a) Bilateral Modifications extending the contract when such modifications are individually or cumulatively longer than six months

(b) In IDIQ where the remaining ordering period extends at least six months and the amount of remaining work or number of orders expected is substantial.

(k) FAR 52.252-3 Alterations in Solicitation (APR 1984)

Portions of this solicitation are altered as follows:

N/A

(End clause)

## (l) FAR 52.252-4 Alterations in Contract (APR 1984)

Portions of this contract are altered as follows:

N/A

(End clause)

## (m) GSAR 552.236-70 Authorities and Limitations (Mar 2019)

- (a) All work shall be performed under the general direction of the Contracting Officer. The Contracting Officer alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested in him by the contract documents. The Contracting Officer may designate contracting officer's representatives (CORs) to act for him. Wherever any provision in this contract specifies an individual (such as, but not limited to, Construction Engineer, Resident Engineer, Inspector or Custodian) or organization, whether Governmental or private, to perform any act on behalf of or in the interests of the Government, that individual or organization shall be deemed to be the COR under this contract but only to the extent so specified. The Contracting Officer may, at any time during the performance of this contract, vest in any such COR additional power and authority to act for him or designate additional CORs, specifying the extent of their authority to act for him. A copy of each document vesting additional authority in a COR or designating an additional COR shall be furnished to the Contractor.
- (b) The Contractor shall perform the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) issued by a COR in accordance with his authority to act for the Contracting Officer; but the Contractor assumes all the risk and consequences of performing the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) of anyone not authorized to issue such order.
- (c) If the Contractor receives written notice from the Contracting Officer of non-compliance with any requirement of this contract, the Contractor must initiate action as may be appropriate to comply with the specified requirement as defined in the notice. In the event the Contractor fails to initiate such action within a reasonable period of time as defined in the

notice, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will 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.

(End of clause)

(n) GSAR 552.236-73 Subcontracts (APR 1984)

- (a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.
- (b) The Contractor shall be responsible to the Government for acts and omissions of his own employees and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors and suppliers.
- (c) The Government will not undertake to settle any differences between or among the Contractor, subcontractors, or suppliers.

(End of clause)

(o) GSAR 552.243-71 Equitable Adjustments (MAR 2019)

- (a) This clause governs the determination of equitable adjustments to which the Contractor may be entitled under the “Changes” clause prescribed by FAR 52.243-4, the “Differing Site Conditions” clause prescribed by FAR 52.236-2, and any other provision of this contract allowing entitlement to an equitable adjustment. This clause does not govern determination of the Contractor’s relief allowable under the “Suspension of Work” clause prescribed by FAR 52.242-14.
- (b) 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 herein.

- (c) The proposal shall be submitted within the time specified in the “Changes”, “Changes and Changed Conditions”, or “Differing Site Conditions” clause, as applicable, or such other time as may reasonably be required by the Contracting Officer.
- (d) Proposals for equitable adjustments, including no cost requests for adjustment of the contract’s required completion date, shall include a detailed breakdown of the following elements, as applicable:
  - (1) Direct Costs.
  - (2) Markups.
  - (3) Change to the time for completion specified in the contract.
- (e) 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:
  - (1) 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);
  - (2) 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);
  - (3) Cost of equipment required to perform the work, identified with material to be placed or operation to be performed;
  - (4) Cost of preparation and/or revision to shop drawings and other

submittals with detail set forth in paragraphs (e)(1) and (e)(2) of this clause;

- (5) Delivery costs, if not included in material unit costs;
  - (6) Time-related costs not separately identified as direct costs, and not included in the Contractor's or subcontractors' overhead rates, as specified in paragraph (g) of this clause; and
  - (7) Other direct costs.
- (f) 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 (i) of this clause.
- (g) 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:
- (1) 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.
  - (2) 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.
  - (3) 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.
  - (4) Costs may not be characterized as time-related costs if they are included in the calculation of a firm's overhead rate.

- (5) 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.
- (h) 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:
- (1) Overhead rates shall be negotiated, and may be subject to audit and adjustment.
  - (2) Profit rates shall be negotiated, but shall not exceed ten percent, unless entitlement to a higher rate of profit may be demonstrated.
  - (3) 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 (f) of this clause.
  - (4) 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 (h)(6) and (h)(7) of this clause.
  - (5) 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.
  - (6) 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 (h)(1) and (h)(2) of this clause for that firm, but not in excess of ten percent when combined.
  - (7) 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.
  - (8) 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.

- (9) No markup shall be applied to a firm's costs other than those specified herein.
- (i) At the request of the Contracting Officer, the Contractor shall provide such other information as may be reasonably necessary to allow evaluation of the proposal. If the proposal includes significant costs incurred by a subcontractor below the second tier, the Contracting Officer may require the same detail for those costs as required for the first two tiers of subcontractors, and markups shall be applied to these subcontractor costs in accordance with paragraph (h).
- (j) 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:
- (1) 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.
  - (2) 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.
  - (3) Written proof of payment of the costs requested. The sufficiency of the proof shall be determined by the Contracting Officer.
- (k) Proposal preparation costs shall be allowed only if—
- (1) 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;

- (2) Proposed costs are not included in a firm's time-related costs or overhead rate; and
  - (3) Proposed costs were incurred prior to a Contracting Officer's unilateral determination of an equitable adjustment under the conditions set forth in paragraph (o), or were incurred prior to the time the request for equitable adjustment otherwise became a matter in dispute.
- (l) 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.
- (m) If the Contracting Officer determines that it is in the Government's interest that the Contractor proceeds 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.
- (n) If the parties cannot agree to an equitable adjustment, the Contracting Officer may determine the equitable adjustment unilaterally.
- (o) 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:
- (1) 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.
  - (2) The Contractor fails to submit additional information requested by the

Contracting Officer within the time reasonably required.

- (3) 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.

(End of clause)

#### **IV.B. Clauses Incorporated by Reference**

The following FAR/GSAR clauses are supplemented in Section 3, Terms and Conditions: 52.211-10, 52.211-12, 52.211-13, 52.228-5, 52.232-5, 52.232-27, 52.236-6, 52.236-11, 52.236-21, 552.228-5, 552.236-77, 552.236-78, 552.236-79 and 552.246-72.

- (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:

[Federal Acquisition Regulation](#)

- (2) Federal Acquisition Regulation (FAR) clauses:

<b>Number</b>	<b>Title</b>	<b>Date</b>
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015

<b>Number</b>	<b>Title</b>	<b>Date</b>
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	JUL 2016
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOC 2015
52.210-1	Market Research	APR 2011
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.211-10	Commencement, Prosecution, and Completion of Work Alternate I	APR 1984
52.211-12	Liquidated Damages—Construction	SEP 2000
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records-Negotiation	OCT 2010
52.215-8	Order of Precedence-Uniform Contract Format	OCT 1977

Number	Title	Date
52.215-10	Price Reduction for Defective Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	AUG 2011
52.215-12	Subcontractor Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.217-2	Cancellation Under Multi-year Contracts	OCT 1997
52.217-8	Option to Extend Services	NOV 1999
52.219-3	Notice of HUBZone Set-Aside or Sole Source Award.	NOV 2011
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	AUG 2018
52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	NOV 2011
52.219-28	Post-Award Small Business Program Representation	JUL 2013
52.219-30	Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program	DEC 2015
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	MAY 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	AUG 2018
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988

Number	Title	Date
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination—Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
52.223-3	Hazardous Material Identification and Material Safety Data Alternate I	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.223-21	Foams	JUN 2016
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.224-3	Privacy Training	JAN 2017
52.223-19	Compliance with Environmental Management Systems	MAY 2011

<b>Number</b>	<b>Title</b>	<b>Date</b>
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright	DEC 2007
52.227-4	Patent Indemnity—Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 97
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.228-11	Pledges of Assets	AUG 2018
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds—Construction	OCT 2010
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Provide Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1	Alternate I	DEC 1991
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984

<b>Number</b>	<b>Title</b>	<b>Date</b>
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.239-1	Privacy or Security Safeguards	AGU 1996
52.242-1	Notice of Intent to Disallow costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.244-6	Subcontracts for Commercial Items	JAN 2019
52.245-1	Government Property Alternate 1	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.246-21	Warranty of Construction Alternate I	MAR 1994
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-3	Value Engineering—Construction	OCT 2015

Number	Title	Date
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-2	Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

(3) GSA Acquisition Regulation (GSAR) clauses:

Number	Title	Date
552.203-71	Restriction on Advertising	SEP 1999
552.211-72	References to Specifications in Drawings	FEB 1996
552.215-70	Examination of Records by GSA (Applicable if over \$100,000)	JUL 2016
552.216-76	Task-Order and Delivery-Order Ombudsman	JAN 2017
552.219-75	GSA Mentor-Protégé Program	SEP 2009
552.227-70	Government Rights (Unlimited)	MAY 1989
552.227-71	Drawings and Other Data to Become Property of Government	MAY 1989
552.228-5	Government As Additional Insured	JAN 2016
552.229-70	Federal, State, and Local Taxes	APR 1984
552.236-77	Government's Right to Exercise Options	MAR 2019
552.236-78	Shop Drawings, Coordination Drawings, and Schedules	SEP 1999
552.243-71	Equitable Adjustments	MAR 2019
552.246-72	Final Inspections and Tests	SEP 1999

#### IV.C. Subcontract Requirements

The Contractor is advised that many FAR, GSAR and other Agreement clauses are required to be flowed down to subcontracts. Clauses containing flow down requirements include, but may not be limited to, those listed below. The Contractor is responsible for ensuring that all necessary flow-down clauses are included in all subcontracts.

(1) FAR Clauses:



<b>Number</b>	<b>Title</b>	<b>Date</b>
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s) (Applies if Contract is Greater than \$5 Million or Performance Period is Greater than 120 Days)	OCT 2015
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-14	Service Contract Reporting Requirements (Applies to contracts estimated total value of \$500,000 or greater)	OCT 2016
52.215-2	Audit and Records-Negotiation	OCT 2010
52.215-12	Subcontractor Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	AUG 2018
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination—Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988

Number	Title	Date
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	AUG 2018
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.236-13	Accident Prevention Alternate I	NOV 1991

(2) GSA Acquisition Regulation (GSAR) Clauses:

Number	Title	Date
552.215-70	Examination of Records by GSA	JUL 2016

(3) Agreement Clauses:

In Section III of this Contract, *Sensitive But Unclassified (SBU) Building Information* and Safeguarding Sensitive Data and information Technology Resources. (Terms and Conditions).