

Design Build Contract for:

East Field Office Large Term IDIQ for Pennsylvania: Counties of Philadelphia, Delaware, Chester, Montgomery and Bucks; New Jersey: All counties excluding Bergen, Passaic, Morris, Essex, Hudson, Monmouth, Middlesex and Union; and Delaware: Entire State

The Agreement

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I. Project Information

I.A. Project Summary

This indefinite delivery indefinite quantity (IDIQ) multiple award term contract is to provide general construction services. In addition, design work incidental to construction as well as design-build work are included. The applicable NAICS code is 236220 (Commercial and Institutional Building Construction).

Individual task orders to be placed under this contract will range in value from \$30,000 to \$3,000,000, however there may be individual orders with lower or higher costs placed against this contract. The contract term will be for one (1) base year with four (4), one-year options. The aggregate Maximum Ordering Limitation (MOL) over the entire life of the contract (base and option years) is approximately \$75,000,000. In other words, there is no single MOL per contractor nor a single MOL per year, other than the MOL of the entire contract.

Services under this contract will include general repair and alteration services to Government-owned and leased facilities as identified in the solicitation. This contract may also be used to procure design-build task orders. Projects will be evaluated separately on a task order basis and offerors may be required to submit additional information pertaining to their ability to successfully perform these projects as necessary and required.

The geographic area of this work includes:

Pennsylvania: Counties of Philadelphia, Delaware, Chester, Montgomery and Bucks;

New Jersey: All counties excluding Bergen, Passaic, Morris, Essex, Hudson, Monmouth, Middlesex and Union; and

Delaware: Entire State.

Additional work may be negotiated in surrounding counties.

The contracts will include pre-negotiated line item pricing and also include the authority to negotiate non-line item work as necessary. This contract will be utilized by both the Regional and Field Office personnel.

I.B. The Contract

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

I.C. Period of Performance

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

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

****Substantial Completion dates will be established for individual task orders.**

(3) *Contract Completion.* The Contractor shall achieve Contract Completion, as the term is defined in this Agreement, within 60 calendar days of Substantial Completion.

I.D. Work Conditions/Site Requirements

Work Conditions/Site Requirements will be determined on a Task Order level basis.

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:

Authorized Representative Information:	
Contracting Officer's Informatio	
Name:	Daniel Langan
Address:	100 S. Independence Mall West, Philadelphia, PA 19106
Telephone:	: 215-446-4690
Email:	daniel.langan@gsa.gov

(2) For the applicable authorities and limitations see Section IV of this Agreement, GSAR 552.236-70.

I.F. Contract Liquidated Damages Rate

In accordance GSAR 552.211-12, Liquidated Damages – Construction, in Section IV of this Agreement, liquidated damages shall be calculated at the rate of \$ per calendar day.]

Liquidated Damages will be provided in a Task Order Based level.

I.G. Buy American Exceptions

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

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

The following documents are incorporated by reference into this Contract.

- Large Term Contract Specifications
- SF 1442
- Price Proposal Line Item Sheet
- LG TERM IDIQ Current Line Item List
- Wage Determinations:
 - General Decision Number: PA190003 05/03/2019 PA3
 - General Decision Number: PA190087 05/03/2019 PA87
 - General Decision Number: PA190083 05/03/2019 PA83
 - General Decision Number: PA190099 05/03/2019 PA99
 - General Decision Number: PA190078 05/03/2019 PA78
 - General Decision Number: NJ190025 05/17/2019 NJ25
 - General Decision Number: NJ190027 05/17/2019 NJ27
 - General Decision Number: NJ190028 05/17/2019 NJ28
 - General Decision Number: NJ190029 05/17/2019 NJ29
 - General Decision Number: NJ190030 05/17/2019 NJ30
 - General Decision Number: NJ190032 05/17/2019 NJ32
 - General Decision Number: NJ190034 05/17/2019 NJ34
 - General Decision Number: NJ190035 01/04/2019 NJ35
 - General Decision Number: NJ190039 05/17/2019 NJ39
 - General Decision Number: NJ190041 05/17/2019 NJ41
 - General Decision Number: NJ190042 05/17/2019 NJ42
 - General Decision Number: NJ190043 05/17/2019 NJ43

- General Decision Number: NJ190045 05/17/2019 NJ45
- General Decision Number: DE190007 01/04/2019 DE7
- General Decision Number: DE190008 01/04/2019 DE8
- General Decision Number: DE190009 04/19/2019 DE9

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

Please see attached SF 1442 and Price Proposal Line Item Sheet.

III. Terms and Conditions

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

FAR 52.211-10, Commencement, Prosecution, and Completion of Work and GSAR 552.211-10, 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. Contractor Responsibilities

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

(1) 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.

III.C. Submittals

FAR 52.236-21, Specifications and Drawings for Construction, GSAR 552.236-73, Submittals located in Section IV.A. of the Agreement is 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 and GSAR 552.211-12, Liquidated Damages and the time specified in this Contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified in Section I (Project Information), paragraph entitled, "*Liquidated Damages Rate*," for each calendar day following the required completion date that the Work is not Substantially Complete.

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 \$2,000,000. 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 \$5,000,000 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 \$1,000,000 per person and \$2,500,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

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

III.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

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 orders.

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

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

- (i) GSA Form 184A and/or 184B - Construction Progress Report (Construction Phases Only), 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) Updated project schedule that complies with the Contract Documents
- (v) Additional documentation:

N/A

(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 [Office of the Chief Financial Officer](#). 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 [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 and have a legitimate business need to know such information. If a subcontractor is not registered in the SAM and has a need to possess SBU building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor shall keep this information related to the subcontractor for the duration of the contract and subcontract.

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

c. Dissemination of SBU building information:

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

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

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

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

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

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

f. Destroying SBU building information. When no longer needed, SBU building information must be destroyed so that marked information is rendered unreadable and

incapable of being restored, in accordance with guidelines provided for media sanitization within GSA CIO IT Security 06-32, Media Sanitization Guide and Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization. Alternatively, SBU building information may be returned to the CO.

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

h. Incidents. All improper disclosures of SBU building information must be immediately reported to the CO at Daniel.langan@gsa.gov. 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

This Contract shall have a base period of one (1) year plus four (4) one (1) year option periods, which may be exercised in accordance with the provisions contained herein.

Base period: December 15, 2019 through December 16, 2020

Option Period 1: December 15, 2020 through December 16, 2021

Option Period 2: December 15, 2021 through December 16, 2022

Option Period 3: December 15, 2022 through December 16, 2023

Option Period 4: December 15, 2023 through December 16, 2024

Dates shown above may be adjusted by the Government to reflect actual award dates.

III.L. Additional Terms and Conditions

(i) **GSAR 552.236-74, Evaluation of Options (MAR 2019)**

*The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).
(End of provision)*

(ii) **GSAR 552.236-75, Evaluation Exclusive of Options (MAR 2019)**

The Government will evaluate offers for award purposes by including only the price for the basic requirement. Options will not be included in the evaluation for award purposes. (End of provision)

(iii) **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 _30 Days of contract expiration. Unless otherwise specified, options may be exercised 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) 1. SUMMARY OF CONTRACT CONDITIONS

a. *General:* The purpose of this contract is to establish terms and conditions upon which the Contractor(s) will affect repairs and alterations to Government owned and leased space in various buildings within the geographic boundaries established in this contract, under task orders issued by the Contracting Officer and Designated Ordering Officials. Task orders will primarily be for construction; however, GSA reserves the right to include design-build services.

b. *Location of work.* The work ordered under this contract may be performed in any Government-owned building or Government-leased space within (insert location covered by contract) , including but not limited to repairs, alterations, renovations and modernization of buildings or portions thereof.

c. *Orders.* This contract is an Indefinite Quantity Term Contract(IQC). An IQC provides for the furnishing of an indefinite quantity, within stated limits, of certain property or services during a specified time period. Deliveries will be scheduled by the placement of orders upon the Contractor. This contract shall include all materials, labor, and equipment required to perform the work described in the specifications.

d. *Estimated Contract Value:* The approximate quantity of contract services anticipated to be performed under all of the contracts awarded through this solicitation is (Insert estimated contract value) per year. This is merely an estimate and does not in any way limit GSA from ordering up to the annual maximum stated in Paragraph n, below, nor does it guarantee awardees any work above the guaranteed minimum stated in Paragraph k, below.

e. *Multiple Awards:* The Government intends on selecting a minimum of (Insert minimum number of awards) contractors and a maximum of (Insert maximum number of awards) contractors for said contract. The exact number of awardees will be determined by the Source Selection Team during the evaluation of proposals and will be based primarily on the number, location, and capabilities of the highest rated firms as well as GSA's anticipated workload over the term of the contract.

f. *The Government may order services that do not fall within the stipulated minimum/maximum order limitations, but the Contractor may reject such orders by written notice to the ordering official. If the Contractor does not reject these orders within five (5) days of receipt, such orders shall be deemed accepted, and all provisions of the contract shall apply.*

g. *Delivery orders shall not be split into several orders to avoid compliance with the preceding ordering limitation.*

h. *Building Access:* Access to these buildings may be obtained by contacting the Building Manager, whose address and telephone number will be given with each request for proposal and subsequent task order.

i. *Length of Contract.* The base period of this contract shall last for a period of (Insert number of months) consecutive months beginning on or about (Insert estimated start date).. Task Orders may be placed beginning the first day of the contract through the expiration date of the contract.

j. *Options.* (Edit as necessary) This contract includes (Insert number of option years)) options periods to extend the term of the contract for an additional year. Option I will last for 12 months, beginning the day after the expiration of the base period; (State the effective date of remaining options, ex: Option II will last for 12 months, beginning the day after the expiration of the first option period, etc.), should the Government choose to extend any or all options. The Government has the

unilateral right to exercise the options. Please refer to contract clauses associated with options.

k. Guaranteed Minimum (ONLY APPLIES TO THE INITIAL YEAR OR BASE PERIOD). The guaranteed minimum amount under the proposed contract is \$2,500 for the initial year or base period of each contract. If the awardee does not receive an order, or several orders, totaling \$2,500 or more during the initial year/base period of the contract, the Government will be obligated to pay that awardee the guaranteed minimum amount of \$2,500. Failure to submit a proposal in response to any Request For Proposal issued during the initial year/base period in accordance with the terms and conditions of this contract, will result in the contractor's forfeiture of this guaranteed minimum amount.

l. Each delivery order will specify the anticipated percentage of work to be performed during normal hours and the percentage of work to be performed during non-working hours. Normal working hours will be listed in each Request for Proposal issued for a specific building.

m. Time for Performance

(1) Time for performance for a delivery order will be specified in the scope of work.

(2) Liquidated damages amounts may be determined and included as part of each individual delivery order.

(3) If a contractor does not complete the work in the time specified, liquidated damages may be assessed by the Ordering Official at the rate specified in the delivery order.

n. MAXIMUM ORDER LIMITATION: The aggregate Maximum Order Limitation (MOL) shall be (Insert estimated contract value) for all task orders for the entire term of the contract. In other words, there is no single MOL per contractor nor a single MOL per year, other than the MOL of the entire contract.

(v) 2. DEFINITIONS

General Explanation: A substantial amount of specification language consists of definitions for terms found in other contract documents, including drawings. (Drawings must be recognized as requirements thereon). Certain terms used in contract documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the work to extent that they are not stated more explicitly in another element of contract documents.

Contracting Officer. A Contracting Officer is an official authorized to administer contracts and make related determinations and finding under FAR 2.1, and who is warranted pursuant to ADN2851.3. This official has the sole authority to issue modifications to the contract, resolve disputes and terminate the contract.

Contracting Officer Representative (COR). A COR is a Government employee authorized in writing, by name and position title, to represent the Contracting Officer in the administration of a contract. This person may also be referred to as the GSA "Project Architect" or "Project Engineer." See the section on DESIGNATIONS OF AUTHORITY.

Ordering Official. The ordering official is an employee of GSA that has been authorized in writing by the Contracting Officer to place delivery orders against GSA indefinite quantity contracts. See the section on DESIGNATIONS OF AUTHORITY.

Delivery Order/Task Order. A delivery order/task order is an instrument for ordering supplies and services against an indefinite quantity contract. See the section on **PROCESSING DELIVERY ORDERS/TASK ORDERS**.

Specialist. The term "Specialist" as used in the specification shall mean an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabrication of items required by the contract, installing items required by the contract or otherwise performing work required by the contract. Where the contract specification requires installation by a Specialist, that term shall also be deemed to mean either the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.

Nonscheduled Item. This is an item or service not listed in the Supplemental Sheets to Standard Form 1442, but incidental to and associated with the general scope of work, or an item having the same general characteristics as a scheduled item.

Placement of a nonscheduled item is subject to all applicable Government rules and regulations regarding sole source procurement justification.

Approved. Only the Contracting Officer, or an individual designated by him in writing, can approve or disapprove contract actions. Even if the specifications indicate that the individual other than the Contracting Officer (such as the "Project Architect" or "Project Engineer") will approve or disapprove an action, it is understood that only the Contracting Officer has the authority unless the individual is so designated by him in writing. Even when an individual is so designated, the Contracting Officer's decision shall be final. If no case will "approval" by the Contracting Officer be interpreted as a release of the Contractor from responsibility to fulfill requirements of the contract.

Project Architect or Project Engineer: A Government employee assigned to manage activities for the Government during the course of the construction of the project. Also referred to as the Contracting Officer's Representative (COR).

Project Title: The space available to Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of site is shown on the drawings, and may or may not be identical with description of land upon which project is to be built.

Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and delivery to project site including unloading, unpacking assembly, installation, etc., as applicable in each instance.

Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing anchoring, applying working to dimension, finishing, curling, protecting, cleaning and similar operations, as applicable in each instance.

Provide: Except as otherwise defined in greater detail, the term "provide means furnish and install, complete and ready for intended use, as applicable in each instance.

Installer: The term "installer" is defined as the entity (person or firm) engaged by the contractor or its subcontractor or sub-sub-contractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.

Testing Laboratory: The term "testing laboratory" is an independent entity engaged to perform specific inspections or tests of the work, either at project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

General Requirements: The provisions or requirements of Division - 1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.

Indicated: The term "Indicated" is a cross reference to graphic representations, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract here terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for purpose of helping reader locate cross-reference, and no limitation of limitation of locations is intended except as specifically noted.

Directed, Requested, etc: Where not otherwise explained terms such as "directed", "requested", and "authorized", "selected", "approved", "required", "accepted", and "permitted", mean directed by the Contracting Officer", "requested by the Contracting Officer", and similar phases. However, no such implied meaning will be interpreted to extend the Contracting Officer's responsibility into Contractor's area of construction supervision.

(vi) 3. DESIGNATIONS OF AUTHORITY.

a. As designations are made for the position of (1) ordering official and (2) Project Architect or Engineer, the Contractor shall be advised in writing of the names of individuals so designated and their responsibilities, authorities and limitations.

b. DESIGNATION OF PROJECT ARCHITECT OR ENGINEER (also referred to as the Contracting Officer's Representative (COR)).

Please note: The term "COR" as used in this section refers to any individual designated by the Contracting Officer as his/her representative and includes the designation of an individual as "Project Engineer", "Project Architect", or "Construction Engineer".

1. A Project Architect/Engineer shall not be given authority to modify or terminate an indefinite quantity contract.

2. The Contracting Officer's letter of delegation to his/her representative shall contain specific instruction as to the extent to which the representative may take action for the Contracting Officer, and shall set forth all other responsibilities, authorities and limitations associated with the delegation.

3. Functions of a Project Architect or Engineer may include: resolution of issues between the Contractor and the Government in connection with matters of workmanship or technical compliance; approval and acceptance of work; and inspections.

4. A Project Architect or Engineer shall perform only those functions specially designated in the letter of delegation.

c. DESIGNATION OF ORDERING OFFICIAL

1. An ordering official shall receive a letter of delegation from the Contracting Officer that outlines his/her responsibilities, authorities and limitations.

2. Ordering officials will be employees of GSA and shall in all cases be warranted Contracting Officers acting within the limits of their authority.

3. *An ordering official shall not be given authority to modify or terminate a contract.*

(vii) 4. METHOD OF PLACEMENT OF ORDERS UNDER MULTIPLE AWARD CONTRACTS

a. The Contracting Officer/Ordering Official will provide each awardee a fair opportunity to be considered for each order in excess of \$3,000, except as provided in paragraph (f) below.

b. Upon identification of a requirement, the Contracting Officer or Ordering Official will make a determination whether the action will be competed among the awardees. It is the Government's preference to compete orders among all awardees. In each instance, the Contracting Officer or Ordering Official will also determine whether non price-related factors will be considered in the placement of the order. Non-price evaluation factors which may be considered in placing an order with a particular awardee may include, but are not limited to, past performance on earlier tasks under this contract, quality of deliverables, expertise, cost control, price, cost, or other factors that the Contracting Officer or Ordering Official believes are relevant to the award of a delivery order to an awardee under the contract.

c. Oral proposals may be used when selecting an awardee.

d. The Contracting Officer/Ordering Official need not contact each awardee under the contract before selecting an order awardee if the Contracting Officer/Ordering Official has information available to ensure that each awardee is provided a fair opportunity to be considered for each order.

e. Awardees need not be given an opportunity to be considered for a particular order in excess of \$3,000 if the Contracting Officer/Ordering Official determines that:

1. The need for such supplies of services is of such urgency that providing such opportunity would result in unacceptable delays;

2. Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized

3. The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or

4. It is necessary to place an order to satisfy a minimum guarantee.

f. The Government reserves the right to perform work of the same type covered in this contract, with its own forces or by contract.

g. Whether an individual delivery order is priced competitively among all awardees or negotiated sole source with one awardee, all proposal preparation costs for a particular RFP are to be included in the offeror's price proposal for that project. GSA does not envision a large amount of design work prior to preparation of a proposal for a design-build project. Most of the RFP's that will be issued under this contract will contain basic information about the requirement, such as space layouts provided by a tenant agency, which will have to be developed some by the offerors.

(viii) 5. MODIFICATIONS TO THE CONTRACT

a. Contract Modifications. Only the Contracting Officer may issue modifications to or terminate this contract. In cases where the Contracting Officer receives requests for extra work (nonscheduled items, a determination shall be made as to the appropriate

method of procurement in accordance with the section on PROCESSING DELIVERY ORDERS.

b. Delivery Orders. Designated GSA ordering officials shall have the authority to modify delivery orders within their specified limitations. They shall not be permitted to make changes to unit prices, make changes in the scope or the specifications, or make any other changes that are not within the scope of this contract.

c. Variances in Services Ordered versus Services Delivered.

The ordering official shall reconcile any variances exceeding the limits set forth in the section on PROCESSING DELIVERY ORDERS, in services ordered versus services delivered as shown on the delivery order and the inspection report. This shall be done by the ordering official and copies sent to the Contracting Officer and the GSA Building Manager. Variances that do not fall within the ordering official's designated authority, shall be referred to the GSA Project Architect or Engineer, or to the Contracting Officer.

(ix) 6. PROCESSING DELIVERY ORDERS

a. Each delivery order shall be considered for all contract requirements such as scope of work, performance time, payments, and otherwise, provided, that the requirements are in accordance with the terms and conditions of this contract.

b. Contract Number. Each delivery order shall reference this contract number.

c. Start and Completion Date. Each delivery order shall specify the start and completion date of the work. The starting date shall not be less than three (3) calendar days after receipt of the delivery order by the Contractor. The number of days for completion shall be as specified in the SUMMARY OF CONTRACT CONDITIONS.

d. Written Delivery Order. No work shall be performed under this contract until a written delivery order has been issued in accordance with the rules of this contract. For the purpose of this contract, a delivery order shall be deemed to be "issued" at the time the Government deposits the order in the mail.

e. Location of Work. Each delivery order shall give the exact location of the work, including room number where applicable.

f. Single Building. Each delivery order will be limited to work within a single building.

g. Sketches. Drawings or rough sketches shall be provided to the Contractor as necessary to identify the location, description and extent of the work.

h. GSA Form 300. Order for Supplies and Services shall be used by GSA ordering officials for initiating delivery orders.

g. Individuals issuing delivery orders against this contract must comply with the regulations set forth in the section on DESIGNATIONS OF AUTHORITY.

h. GSA. All delivery orders exceeding \$100,000, including any amendment to a delivery order that will cause it to exceed \$100,000, shall be submitted to the Contracting Officer for approval. If the Contracting Officer determines that placement of the order is in the best interest of the Government, the Contracting Officer shall authorize the ordering Official as appropriate, in writing, to issue the delivery order.

i. The Contractor's failure or refusal to accept delivery orders within the ordering limitations may constitute cause for termination.

j. The Contractor shall supply the Contracting Officer the names of those in his organization that are authorized to accept delivery orders on behalf of the Contractor.

k. After a delivery order is issued, the Contractor or his duly authorized representative must sign it, agreeing to accept the work described and all the conditions of the order including the time limits specified. He must then return a copy of the signed delivery order to the ordering official. Failure to return a signed delivery order, or objections to it within five (5) working days shall be deemed acceptance by the Contractor.

l. When the Contractor completes the work, he shall notify the Contracting Officer or the ordering official. A representative of the Contracting Officer will then inspect the work, measure the quantity of work actually accomplished, and verify that it meets the specification requirements.

m. IT SHOULD BE NOTED BY THE CONTRACTOR THAT ACCEPTANCE OF WORK ACCOMPLISHED BY GSA IN NO WAY RELIEVES THE CONTRACTOR OF CRIMINAL RESPONSIBILITY FOR FRAUD IN MISREPRESENTING EITHER THE QUALITY OR QUANTITY OF WORK CERTIFIED AS COMPLETED BY THE CONTRACTOR. PROVISIONS OF 18 USC, SECTION 287 ARE APPLICABLE TO ANY SUCH REQUEST FOR PAYMENT ON FORM 300. THAT SECTION PROVIDES: "WHOEVER MAKES OR PRESENTS TO ANY PERSON OR OFFICER IN THE CIVIL, MILITARY OR NAVAL SERVICE IN THE UNITED STATES, OR TO ANY DEPARTMENT OR AGENCY THEREOF, KNOWING SUCH CLAIM TO BE FALSE, FICTITIOUS OR FRAUDULENT, SHALL BE FINED NOT MORE THAN \$10,000, OR IMPRISONED NOT MORE THAN FIVE (5) YEARS, OR BOTH." THE CONTRACTOR IS ALSO ADVISED THAT THE PROVISIONS OF 18 USC, SECTION 10001 ARE ALSO APPLICABLE TO ANY STATEMENTS OR CLAIMS MADE AS TO WORK ACTUALLY PERFORMED OR ACCOMPLISHED.

(x) 7. REPORT OF DELIVERY ORDERS

a. The Contractor shall furnish monthly reports listing all delivery orders including changes received under the contract during the reporting month by line item, with dollar value of each order or change

b. Such reports shall be submitted on a GSA Form 72 "Contractor's Report of Orders Received" or Contractor's own letterhead and forwarded within ten (10) working days after each reporting period to:

General Services Administration, Region 3
The Dow Building
100 S. Independence Mall West
ATTN: Daniel Langan 3PQBS
Philadelphia, PA 19106
Telephone Number: 215-446-4690

c. A reporting period shall be at the end of each calendar month, whether or not the contract is in force for the full month. If no orders are received during a reporting period, a negative report shall be submitted. Reports shall continue until all work ordered under this contract is completed and accepted by the ordering agent.

d. Willful failure or refusal to furnish the required reports, or, falsification thereof, or denial of said right to inspect Contractor's records shall constitute sufficient cause for Default in accordance with the Construction Contract Clauses.

(xi) 8. INSPECTION AND ACCEPTANCE OF WORK.

- a. The GSA Project Architect or Engineer, with the assistance of the ordering officials shall be responsible for ensuring that the Contractor performs all work in accordance with all contract terms and specifications. At no time will the GSA Project Architect or Engineer supervise contract employees. First-line supervision and inspection by the Government shall not relieve the Contractor of that responsibility.*
- b. The GSA Project Architect or Engineer shall be responsible for ensuring the required inspections of the work performed under provisions of the contract are made and that the work meets all the requirements of the contract.*
- c. The individual who initiates the order shall not inspect and accept the work. The person who inspects the work shall sign the applicable inspection or receiving report. When the Mid-Atlantic Region has a representative in the geographic area where the field office is located, the GSA Project Architect or Engineer should have the inspection made by this representative. When this is not possible, the inspection should normally be made by a representative from the appropriate crafts shop.*
- d. When preparing the GSA Form 220, GSA Form 3025, or other approved inspection report forms, the inspector shall reflect all significant events of the inspection in narrative form including but not limited to delays encountered, status of work, adequacy of the Contractor's workforce, corrective actions taken, and general conditions of the work. The inspection report shall be signed and dated by the inspector, and the original and one copy shall be furnished to the designated ordering official or GSA Project Architect/Engineer, as applicable. Any unsatisfactory work or omissions noted and not corrected shall be listed on GSA Form 2480, List of Defects and Omissions or equivalent shall be furnished to the designated ordering official. The ordering official shall require the Contractor to correct the deficiencies. If a resolution cannot be reached at this level, the matter will be referred to the GSA Project Architect or Engineer for resolution, and in turn, to the Contracting Officer if not resolved by the Project Architect/Engineer. Ordering officials and the GSA Project Architect/Engineer should be particularly alert to detect and report damage to the building or its contents caused by the contractor's personnel.*
- e. INSPECTIONS OF SITES OR BUILDINGS: It shall be the bidder's responsibility to ascertain possible conditions at the site, including such things as elevator sizes and capacities, existing building materials and components, etc.*
- f. INSPECTION, CONTRACT COMPLETION, AND CLEAN UP: Notification of completion and request for inspection of work shall be required for each work order.*

(xii) 9. LIQUIDATED DAMAGES

- a. In case of failure on the part of the Contractor to complete the work within the time period specified in each order or any extensions thereof, liquidated damages should be assessed by the Contracting Officer at the rate specified in each order.*
- b. The Contracting Officer may grant extensions of time for periods of excusable delay according to the Termination for Default - Damages for Delay - Time Extensions Clause, or by making an equitable adjustment under the Changes Clause. The Contractor shall submit information to show that the delay was beyond the fault or negligence of himself or his subcontractors, and suppliers.*

(xiii) 10. PAYMENTS ON DELIVERY ORDERS: See III.N.(3)

(xiv) 11. PAYROLLS.

- a. *The Contracting Officer, with the assistance of the GSA Project Architect or Engineer, and ordering officials, is responsible for the enforcement of the Davis-Bacon Act. The Davis-Bacon Act requires that the Contractor pay contract employees minimum salary and fringe benefits, that the Contractor submit weekly-certified payrolls, and allows contract employees to be interviewed concerning their salaries and fringe benefits.*
- b. *The Contractor shall maintain payrolls and basic records relating thereto in accordance with the Contract Labor Standards Provisions, and as further required hereunder.*
- c. *Certified payrolls shall be submitted weekly to the Contracting Officer within five (5) working days after the work week period. Submission must be by separate delivery order. Each submission shall identify the applicable order number.*
- d. *The contracting officer, with the assistance of the COR and ordering officials, is responsible for enforcing the Davis-Bacon Act under GSAR 522.4. Enforcement of safety, health, accident and fire prevention provisions of the contract rest with the ordering officials of other agencies when they place orders. The Davis-Bacon Act requires that contractors pay their employees the minimum salary and fringe benefits designated in the contract, that they submit weekly payrolls, and that they allow their employees to be interviewed concerning salaries and fringe benefits.*
- e. *The contracting officer must require that a certified consolidated payroll be submitted by the contractor each week for any delivery orders placed against the contract. The payroll must be submitted to the contracting officer through the COR; the COR may retain payrolls until the delivery order is completed and final payment made, and may be delegated the authority to check payrolls. The contractor may use any payroll form that contains the information shown on Form WH-347, Payroll, which is certified by the contractor. In addition to the required wage information on each employee, the contractor must break down the consolidated weekly payroll to show the number of hours each employee worked on each delivery order during the weekly period. If Form WH-347 is used, the contractor may have to list an employee's name more than once to provide the information needed for each delivery order. A confidential interview is required for each craft and should be done at staggered intervals, when work is in progress, during the life of the contract; that is, interviews are not required on every delivery order. At least one person from each craft must be interviewed. GSA Form 3017, Labor Standards Interview, must be used to document results of the interviews. The GSA Form 3017 must be compared with the payrolls to determine the contractor's compliance or noncompliance with the labor standards provisions. Both payrolls and records of interviews must be made part of the contract file. The procedures at GSAR 522.3 are to be followed when there is a violation of the Contract Work Hours and Safety Standards Act.*
- f. *The COR must see that the contractor displays posters WHPC-1321, Notice to Employees Working on a Government or Government Financed Construction Contract, and OFCCP-1420, Equal Employment Opportunity is the Law, at the jobsite(s). A copy of the wage decision must also be posted.*
- g. *The last payroll submission for each delivery order shall state "FINAL" to indicate completion of work under the applicable delivery order.*

(xv) 12. PRECONSTRUCTION CONFERENCE AND DELIVERY ORDER MEETINGS.

- a. *Before any of the work within the scope of the contract is started, the Contractor shall confer with the GSA Project Architect or Engineer, and the Building Manager*

and agree on a sequence of procedure; means of access to premises and building; delivery of materials and use of approaches; use of corridors, stairways, elevators and similar means of communications; and the location of partitions, eating spaces, and restrooms for Contractor's employees and the like.

b. Items to be covered at the conference may include the following:

1. Provide advance information and coordinate projected schedules with the officials of the tenant agencies before setting the time and date for work to be performed.

2. Advance plans for accommodating the Contractor's personnel during the period of each order, as warranted by local conditions;

3. Entrances and exits that Contractors will be permitted to use;

4. Platforms for loading and unloading;

5. Elevators, stairways, corridors, etc;

6. Parking for Contractor's vehicles, if available;

7. Storage space for Contractor's equipment, materials, supplies;

8. Access to and storage of Government furnished materials and supplies to be used;

9. Personal needs of Contractor's employees (bathrooms, locker rooms, etc.);

10. Other assistance necessary to see that work will progress in a time manner;

11. Security of Government property; and

12. Make arrangements to monitor Contractor's activities as determined necessary.

c. Meetings or discussions may be held before the effective date of each delivery order, except when the Contractor is sufficiently informed about all aspects of the work to be performed and the GSA Project Architect or Engineer believes a meeting is, therefore, unnecessary, a meeting need not take place.

13. SCHEDULING WORK

a. Before the issuance of the first delivery order in a particular building, a conference may be conducted by the Contracting Officer at the field office to acquaint the Contractor with Government policies and procedures that are to be observed, to develop a mutual understanding concerning the administration of the contract, and to make provisions for the Contractor's use of the Government equipment and facilities.

b. SUBMITTALS:

(1) Submission shall be made to the designated COR.

(2) After issuance of an authorized work order, submit all items for approval within 5 working days, from date of order noted on the delivery order.

(3) Contractor shall submit samples or shop drawings (including manufacturing data) for items not listed herein, upon request by the COR.

(xvi) 14. USE OF BUILDING FACILITIES

a. Utility services of the building may be used in this work. Toilet facilities are available on the site and may be used by the workmen subject to agreement reached with Building Manager prior to beginning work.

b. Elevator Use. Any temporary use of an existing elevator shall be by arrangement with the Building Manager and subject to his controls. Suitable and adequate protective covering for the elevator machinery, the hatchway entrances, and the interior of elevator shall be provided during the period of temporary use. Loads in

excess of the rated capacity of the elevator will not be permitted. The Government will bear the cost of electric current for the operation of the elevator. On completion of the work, the Contractor shall remove the protective coverings together with any resultant dirt and debris, and leave the equipment in a condition equal to that in which he found it.

c. Furniture in the immediate area will be moved by the Contractor and replaced to original position.

d. Safety Barricades. The Contractor shall provide safety barricades in accordance with requirements of the applicable municipal ordinances and codes.

e. Barricades shall be removed upon completion of the project, in accordance with local ordinance and to satisfaction of the Contracting Officer.

f. Any special hazardous operations relating to the public, building occupants or property, as welding, burning, spray painting, storage of flammables, etc. shall be discussed with the Government Representative prior to proceeding.

g. All Government furnished materials will be delivered to dockside at the building where the work is to be performed. Contractor is responsible for transportation of the Government furnished materials from the dockside to the actual construction location in the building.

h. Construction materials and items of mechanical and electrical equipment that are removed and not reused under the contract shall become the property of the Contractor and the salvage value shall be reflected in the bids. Materials removed and not reserves as property of the Government and not reused in the work shall be removed from the site by the Contractor. Storage or sale of excess salvable on the site will not be permitted.

i. Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel.

j. The work shall, so far as is practicable, be done in definite sections or divisions and confined to limited areas which shall be completed before work in other sections or divisions is begun.

(xvii) 15. OCCUPANCY OF PREMISES: *In most instances, the premises will be occupied during the performance of the work. The contractor shall not disrupt the building tenants or in any way prevent the various agencies from performing their missions. Excessive noise, dust, and/or other potential disruptions shall be grounds for stopping work under the Suspension of Work (FAR 52.242-14) and Noncompliance with Contract Requirements (GSAR 552.211-84) Clauses. The Contractor shall be responsible for all costs incurred with work stoppages necessitated by excessive noise, dust and/or other disruptions to the operations of a building's tenants.*

(xviii) 16. EXISTING WORK

a. Existing work shall be cut, drilled, altered, removed or temporarily removed and replaced as necessary for performance of work under this contract. Work that is replaced shall match similar existing work. Structural members shall not be cut or altered, except where noted on drawings, without authorization of the Contracting Officer. Work remaining in place which is damaged or defaced during performance of work shall be restored to the condition existing at time of placement of delivery order.

b. Work out of alignment when exposed by removal of existing work shall be called to the COR's attention.

c. The use of impact tools for cutting concrete or for installation of inserts and the use of power actuated tools will not be permitted in occupied office building during Government working hours. Impact tools and power actuated tools may be used during non-Government working hours with written permission of the COR for the work order involved. Notify the COR if after work was not ordered prior to start of delivery order.

(xix) 17. MAINTAINING EXISTING BUILDING CONDITIONS

a. The Contractor shall provide adequate protection for all parts of the building, its contents and occupants wherever work under this contract is performed. Furniture, office fixtures and carpets shall be moved as necessary for proper performance of the work, stored on the premises, protected and properly replaced. All moving operations shall be as directed by the Buildings Manager and will be so conducted as to cause minimum interference with Government business.

b. The Contractor shall provide dustproof enclosures or partitions for protection where dusty or dirty work is performed. Debris shall be dampened when removed to avoid dusting.

c. Any item of furniture or office fixture damaged by the Contractor's forces shall be replaced and repaired by the Contractor to the condition they were in at the time the Contractor started to work in the room or space, at no additional cost to the Government.

d. All debris shall be removed daily and premises left neat and clean after each work shift so that Government business may proceed the next regular work day without interruption. Debris interfering with Government business shall be removed within two hours of being requested to do so by the Buildings Manager, the GSA Project Architect or Engineer, or the ordering official. Failure to do so may result in debris removal by Government employees or other Contractors at the expense of the Contractor.

e. The Contractor shall use rubber-tired vehicles for conveying materials inside buildings and provide temporary covering when necessary, to protect floors.

f. No materials shall be thrown from windows or doors of buildings.

g. NEW WORK: Unless otherwise noted on the delivery order or specified, new work in extension of existing conditions shall correspond in all respects with that to which it connects, or to similar existing conditions, in materials, workmanship and finish.

h. EQUIPMENT ON THE SITE: Equipment and furnishings shall remain in place within the area of contract operations and shall be covered and protected against damage or loss. Equipment that is removed in performance of work under the contract shall be stored on the premises where directed, or shall be reused in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned, and replaced equal to its condition prior to starting work under the contract. Security for equipment or material that is to be reused for temporary storage shall be the sole responsibility of the Contractor. Equipment shall not be placed, moved, or stored in any area that will block egress to any space at the site, unless arrangements are made through the Building manager.

i. MATERIAL ON THE SITE: Material removed and not reserved as property of the Government and not reused in the work shall be removed from the site by the Contractor. Storage or sale of salvageable material on the site will not be permitted.

(xx) 18. FIRE PROTECTION

- a. Every precaution shall be taken by the Contractor to prevent fire by any cause. The Building Manager will assign space for the storage of materials and equipment, and expect for combustible and flammable materials. They shall be kept in the space assigned. The Contractor shall provide suitable metal receptacles with lids outside the building in which he shall place all flammable and combustible material at the close of each workday. When the Contractor is working above the ground floor in a multi-story building, he may locate a flammable locker on the floor where the work is to be done. All flammables will be place in this locker at the close of each workday and locker will be locked.
- b. Fire protection or alarm systems shall be protected and maintained at all times. Where alteration work requires temporary interruptions of fire protection or alarm systems, prior approval shall be secured from the Contracting Officer and shut down time shall be as short as reasonable possible.

(xxi) 19. NOISE CONTROL

- a. Equipment to be employed on site shall not produce a noise level exceeding the following limits in db(A) at a distance of 50 feet from the equipment under test:

Equipment	db(A)
Material Handling	
Crane	83
Derrick	88
Stationary	
Pumps	76
Generators	78
Compressors	81
Impact	
Pneumatic Tools	86
Other	
Saws	78

- b. The Contractor shall comply with all applicable state and local laws, ordinances, and regulations relative to noise control.
- c. Stationary equipment may be provided with acoustical enclosures to provide the required sound attenuation subject to continued maintenance of such enclosure to assure that maximum sound levels specified are not exceeded.
- d. Where filed sound measurements reveal sound levels exceeding those listed above, the Contractor shall cease operating such equipment and repair or replace it with equipment complying with these sound levels.

(xxii) 19. CLEAN UP AND ENVIRONMENTAL PROTECTION

- a. The Contractor shall provide daily broom-sweep cleanup and removal of all debris and trash from the area of work so as to leave the area in a neat, clean condition after each work shift. The Contractor shall perform the necessary tasks to ensure that the Governments day-to-day business proceeds without interruption and shall provide the safety precautions necessary to protect the public's interest.
- b. It shall be the responsibility of the Contractor to provide for trash, debris and rubbish removal and to make arrangements with the GSA/PBS Building Manager for a mutually agreed schedule.

- c. Final cleanup after completion of work and before final payment is authorized; the Contractor shall broom sweep work area and all adjacent areas. The Contractor shall remove all unused or partially used construction materials, equipment, debris, rubbish and garbage from the building.*
- d. Burning of refuse shall not be permitted on the site.*
- e. All trucks leaving the site with loose debris shall be loaded in a manner that will prevent dropping of materials on streets and shall have suitable tarpaulin fastened over the load before they enter surrounding paved streets.*
- f. The Contractor shall conform to all local regulations regarding load limits.*
- g. All supplies and equipment on project site shall be stored in such a manner as to preclude mechanical and climatic damage. Site shall be maintained in a neat and orderly manner as to further minimize hazards to personnel, supplies, and equipment.*

(xxiii) 20. PERFORMANCE AND PAYMENT BONDS

- a. Bonding may be required on a task order basis.*
- b. Task orders expected to exceed \$150,000 require a bid bond.*

FAR 52.228-1 Bid Guarantee (SEPT 1996)

- a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.*
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—*
 - (1) To unsuccessful bidders as soon as practicable after the opening of bids; and*
 - (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.*
- (c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.*
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.*
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.*

b. Prior to commencement of work on an awarded task order, the contractor will be required to provide Performance and Payment Bonds or alternate payment protection, as follows:

- (1) Orders less than or equal to \$35,000: No additional protection required*
- (2) Orders over \$35,000 but less than or equal to \$150,000: Alternate payment protection in accordance with FAR 52.228-13, Alternative Payment Protections*
- (3) Orders over \$150,000: Performance Bond: 100% of the awarded delivery order amount. Payment Bond: 100% of the awarded delivery order amount.*

c. When additional bonding is required, the provisions of FAR 28.102-2(b)(1) and FAR 28.102-2(b)(2) shall apply.

FAR 52.228-13 Alternative Payment Protections (July 2000) Applicable to task orders over \$35,000 but less than or equal to \$150,000

(a) The Contractor shall submit one of the following payment protections:

1. Payment Bond
2. Irrevocable letter of credit (ILC)

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

FAR 52.228-15 Performance and Payment Bonds—Construction (Oct 2010) Applicable to task orders over \$150,000

(a) Definitions. As used in this clause—

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (. The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the:

*U.S. Department of the Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782.*

Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(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 (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 Biobased Products Under Service and Construction Contracts (SEP 2013)

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

(1) The product cannot be acquired—

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

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

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

(b) Information about this requirement and these products is available at [BioPreferred](#).

(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 biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

(3) FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 08)

(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.

(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.

(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.

(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 52.232-5 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 (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. 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 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) The project schedule shall depict all activities necessary to complete the work, including, as applicable, all submittal and submittal review activities, all procurement activities, and all field activities, including mobilization, construction, start-up, testing, balancing, commissioning, and punchlist.

(3) 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.

(4) 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.
 - (1) The Contractor should anticipate that the initial submittal of the project schedule will be subject to review and may require revision. The Contractor shall devote sufficient resources for meetings, revisions, and resubmissions of the project schedule to address any exceptions taken to the initial submittal. The Contractor understands and acknowledges that the purpose of the initial review and resolution of exceptions is to maximize the usefulness of the project schedule for contract performance.
 - (2) 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
 - (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 (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 (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 (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

52.225-11 Buy American-Construction Materials 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 nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

“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:

[Contracting Officer to list applicable excepted materials or indicate “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

<i>Unit of Measure</i>	<i>Quantity</i>	<i>Price (Dollars)*</i>
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Item1:

<i>Foreign construction material</i>	_____	_____
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<i>Domestic construction material</i>	_____	_____
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Item2:

<i>Foreign construction material</i>	_____	_____
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<i>Domestic construction material</i>	_____	_____
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[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

52.225-12 Notice of Buy American Requirement-Construction Materials Under Trade Agreements. (May 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FARclause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

(18) Additional Clauses

(i) GSAR Clause 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.

(ii) GSAR Clause 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.

(iii) GSAR Clause 552.243-71, Equitable Adjustments (MAR 2019),

(a) This clause governs the determination of equitable adjustments to which the Contractor may be entitled under FAR 52.243-4, the "Changes and Changed Conditions" clause prescribed by FAR 52.243-5. 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 proceed with a change before negotiation of an equitable adjustment is completed, the Contracting Officer may order the Contractor to proceed on the basis of a unilateral modification to the contract increasing or decreasing the contract price by an amount to be determined later. Such increase or decrease shall not exceed the increase or decrease proposed by the Contractor.

(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. .

(19) 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.

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

2) 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.

(20) FAR 52.223-21, FOAMS (Jun 2016)

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

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP

list of alternatives is found at 40 CFR part 82, subpart G. with supplemental tables of alternatives available at <http://www.epa.gov/snap/>).

“Hydrofluorocarbons” means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as--

(1) In-use emission rates, energy efficiency, and safety;

(2) Ability to meet performance requirements; and;

(3) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA’s SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap/>.

(End of clause)

(30) FAR 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) (See FAR 4.1703(a) for reporting requirement threshold)

(a) Definitions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1-September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor’s failure to comply with the reporting requirements a part of the Contractor’s performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the

Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

(31) 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/or 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 limitation 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 the established completion date of the final delivery order. (End of clause)

(32) 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 the day of contract award up to one (1) year after the award date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of any 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)

(33) FAR 52.216-19 ORDERING LIMITATIONS (OCT 1995)

(a) *Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$30,000** [insert dollar figure or quantity], the government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.*

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

(1) *Any order for a single item in excess of **\$3,000,000**;*

(2) *Any order for a combination of items in excess of **\$3,000,000**]; or*

(3) *A series of orders from the same ordering office within 1 day 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 limitation 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 five (5) 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)*

(34) 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)

(35) GSAR 552.232-77 PAYMENT BY GOVERNMENT CHARGE CARD (NOV 2009)

(a) *Definitions. "Governmentwide commercial purchase card" means a uniquely numbered charge card issued by a contractor under the GSA SmartPay® program contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.*

"Oral order" means an order placed orally either in person or by telephone.

(b) *At the option of the Government and if agreeable to the Contractor, payments of * or less for oral or written orders may be made using the Governmentwide commercial purchase card.*

(c) *The Contractor shall not process a transaction for payment using the charge card until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.*

(d) *Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount. (End of clause)*

** Amount will be established with each task order issued, not to exceed \$100,000.*

GSAR 552.216-74 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (JAN 2017)

(a) *GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity*

(ID/IQ) contracts, consisten with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.

(b) In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.

(c) The GSA Task-Order and Delivery-Order Ombudsman is located at the General Services Administration (GSA), Office of Government-wide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Task-Order and Delivery-Order Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

IV.B. Clauses Incorporated by Reference

(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:

NUMBER	TITLE	DATE
52.202-1	Definitions	NOV 13
52.203-3	Gratuities	APR 84
52.203-5	Covenant Against Contingent Fees	JUN 14
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 06
52.203-7	Anti-Kickback Procedures	MAY 14
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 14
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 14
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 10
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 15
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 15
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 14
52.204-2		AUG 96

NUMBER	TITLE	DATE
	Security Requirements	
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 11
52.204-7	System for Award Management	OCT 18
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 18
52.204-13	System for Award Management Maintenance	OCT 18
52.204-14	Service Contract Reporting Requirements (Applies to contracts estimated total value of \$500,000 or greater)	OCT 16
52.204-18	Commercial and Government Entity Code Maintenance	JUL 16
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 14
52.204-23	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	JUL 18
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 15
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 18
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 15
52.211-10	Commencement, Prosecution, and Completion of Work	APR 84
52.211-12	Liquidated Damages—Construction (If Applicable)	SEP 00
52.211-13	Time Extensions	SEP 00
52.211-18	Variation in Estimated Quantity	APR 84
52.215-2	Audit and Records-Negotiation	OCT10
52.215-10	Price Reduction for Defective Cost or Pricing Data	AUG 11
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	AUG 11
52.215-12	Subcontractor Cost or Pricing Data	OCT 10
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 10
52.215-15	Pension Adjustments and Asset Reversions	OCT 10

NUMBER	TITLE	DATE
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 97
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.219-8	Utilization of Small Business Concerns	OCT 18
52.219-14	Limitations on Subcontracting	JAN 17
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 13
52.222-3	Convict Labor	JUN 03
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	MAR 18
52.222-6	Construction Wage Rate Requirements	AUG 18
52.222-7	Withholding of Funds	MAY 14
52.222-8	Payrolls and Basic Records	AUG 18
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	MAY 14
52.222-12	Contract Termination—Debarment	MAY 14
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 14
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	MAY 14
52.222-21	Prohibition of Segregated Facilities	APR 15
52.222-26	Equal Opportunity	SEP 15
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 15
52.222-35	Equal Opportunity for Veterans	OCT 15
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 14
52.222-37	Employment Reports on Veterans	FEB 16
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	MAR 15

NUMBER	TITLE	DATE
52.222-54	Employment Eligibility Verification	AUG 13
52.222-55	Minimum Wages Under Executive Order 13658	DEC 15
52.223-3	Hazardous Material Identification and Material Safety Data Alternate I	JAN 97 JUL 95
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 11
52.223-6	Drug-Free Workplace	MAY 01
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 07
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 08
52.223-18 52.224-1 52.224-2	Encouraging Contractor Policies to Ban Text Messaging While Driving Privacy Act Notification Privacy Act	AUG 11 APR 84 APR 84
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	JUN 08
52.227-1	Authorization and Consent	DEC 07
52.227-2	Notice and Assistance Regarding Patent and Copyright	DEC 07
52.227-4	Patent Indemnity—Construction Contracts	DEC 07
52.228-2	Additional Bond Security	OCT 97
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.228-11	Pledges of Assets	JAN 12
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 14
52.228-14	Irrevocable Letter of Credit	NOV 14
52.228-15	Performance and Payment Bonds—Construction	OCT 10
52.229-3	Federal, State, and Local Taxes	FEB 13
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 14
52.232-17	Interest	MAY 14

NUMBER	TITLE	DATE
52.232-23	Assignment of Claims	MAY 14
52.232-27	Prompt Payment for Construction Contracts	JAN 17
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 18
52.232-39	Unenforceability of Unauthorized Obligations	JUN 13
52.232-40	Provide Accelerated Payments to Small Business Subcontractors	DEC 13
52.233-1	Disputes	MAY 14
	Alternate I	DEC 91
52.233-3	Protest after Award	AUG 96
52.233-4	Applicable Law for Breach of Contract Claim	OCT 04
52.236-2	Differing Site Conditions	APR 84
52.236-3	Site Investigation and Conditions Affecting the Work	APR 84
52.236-5	Material and Workmanship	APR 84
52.236-6	Superintendence by the Contractor	APR 84
52.236-7	Permits and Responsibilities	NOV 91
52.236-8	Other Contracts	APR 84
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 84
52.236-10	Operations and Storage Areas	APR 84
52.236-11	Use and Possession Prior to Completion	APR 84
52.236-12	Cleaning Up	APR 84
52.236-13	Accident Prevention Alternate I	NOV 91
52.236-14	Availability and Use of Utility Services	APR 84
52.236-17	Layout of Work	APR 84
52.236-21	Specifications and Drawings for Construction	FEB 97
52.242-13	Bankruptcy	JUL 95
52.242-14	Suspension of Work	APR 84
52.243-4	Changes	JUN 07
52.244-6	Subcontracts for Commercial Items	JAN 19

NUMBER	TITLE	DATE
52.245-1	Government Property Alternate 1	JAN 17
52.245-9	Use and Charges	APR 12
52.246-12	Inspection of Construction	AUG 96
52.246-21	Warranty of Construction	MAR 94
52.248-3	Value Engineering—Construction	OCT 15
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 12
	Alternate I	SEP 96
52.249-10	Default (Fixed-Price Construction)	APR 84
52.253-1	Computer Generated Forms	JAN 91

(3) GSA Acquisition Regulation (GSAR) clauses:

NUMBER	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 99
552.211-72	References to Specifications in Drawings	FEB 96
552.215-70	Examination of Records by GSA (Applicable if over \$100,000)	JUL 16
552.227-70	Government Rights (Unlimited)	MAY 89
552.228-5	Government As Additional Insured	JAN 16
552.229-70	Federal, State, and Local Taxes	APR 84
552.246-72	Final Inspections and Tests	SEP 99

(4) Total Small Business Set-Aside

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

NUMBER	TITLE	DATE
52.219-6	Notice of Total Small Business Set-Aside	NOV 11

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:

NUMBER	TITLE	DATE
52.203-7	Anti-Kickback Procedures	MAY 14
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 14
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 10
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 15
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 15
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 18
52.204-14	Service Contract Reporting Requirements (Applies to contracts estimated total value of \$500,000 or greater)	OCT 16
52.215-2	Audit and Records-Negotiation	OCT 10
52.215-12	Subcontractor Cost or Pricing Data	OCT 10
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 10
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	MAR 18
52.222-6	Construction Wage Rate Requirements	AUG 18
52.222-7	Withholding of Funds	MAY 14
52.222-8	Payrolls and Basic Records	AUG 18
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	MAY 14
52.222-12	Contract Termination—Debarment	MAY 14
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 14
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	MAY 14
52.222-21	Prohibition of Segregated Facilities	APR 15

NUMBER	TITLE	DATE
52.222-26	Equal Opportunity	SEP 16
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 15
52.222-35	Equal Opportunity for Veterans	OCT 15
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 14
52.222-37	Employment Reports on Veterans	FEB 16
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	JAN 19
52.222-54	Employment Eligibility Verification	OCT 15
52.222-55	Minimum Wages Under Executive Order 13658	DEC 15
52.223-6	Drug-Free Workplace	MAY 01
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 07
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	AUG 18
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	JUN 08
52.227-1	Authorization and Consent	DEC 07
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.236-13	Accident Prevention Alternate I	NOV 91

(2) GSA Acquisition Regulation (GSAR) Clauses:

NUMBER	TITLE	DATE
552.215-70	Examination of Records by GSA	JUL 16

(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).