

Construction Contract for: Project Name

The Agreement

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I. CONTRACT INFORMATION

I.A. Contract Summary

- 1) This U.S. General Services Administration (GSA), Public Buildings Service (PBS), Northwest/Arctic Region Indefinite Delivery Indefinite Quantity contract includes non-complex construction and design-bid-build construction services for federal and leased facilities located in the state of Alaska.
- 2) This Agreement establishes three (3) Single Award, Indefinite Delivery / Indefinite Quantity (IDIQ) Job Order Construction Contracts (JOCC). The geographic zones are:
 - a. ZONE 1 – Interior Alaska: This zone includes the interior area of the state of Alaska. This includes, but is not limited to, federal and leased facilities located in or near the cities of Fairbanks, Tok, ALCAN Land Port of Entry (LPOE), Kotzebue, and Nome, Alaska. This encompasses an area within the Interior of Alaska.
 - b. ZONE 2 – South Central Alaska: This zone includes, but is not limited to, federal and leased facilities located in or near the cities of Anchorage, Palmer, Wasilla, Seward, Soldotna, and Homer. This encompasses an area within South Central Alaska.
 - c. ZONE 3 – Southeast Alaska: This zone includes, but is not limited to, federal and leased facilities located in or near the cities Juneau, Petersburg, Ketchikan, Haines LPOE, and the Skagway LPOE. This encompasses an area within Southeast Alaska and borders Canada.
 - d. GSA may elect to use this IDIQ for facilities outside of the cities named above, as long as they are within the state of Alaska.

I.B. The Contract

- 1) The Contract consists of the following:
 - a. SF1442, Solicitation, Offer, and Award [Construction, Alteration and Repair]
 - b. The Solicitation
 - c. Attachment 1: Price Schedule (Supplement to SF 1442)
 - d. Attachment 6: Express Menu
 - e. Attachment 7: Wage Determinations
 - f. Attachment 8: SOW
 - g. Attachment 9: R10 Alaska Owned Buildings
 - h. The Agreement
- 2) 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.
- 3) 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. Task Orders

- 1) The Contractor shall provide and deliver all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the execution of the work required in the Task Order Documents.
- 2) Task orders issued shall include, but not be limited to the following information:
 - a. date of order
 - b. contract and delivery order number
 - c. appropriation and accounting data
 - d. description of the services to be performed
 - e. place of performance
 - f. period of time in which the services are to be performed
 - g. list of government-furnished material and the estimated value thereof, if applicable
 - h. description of project and/or building specific conditions (if any)
 - i. other pertinent information such as drawings, sketches, and scope of work as appropriate
 - j. inspection/acceptance; invoice/payment information performance and payment bond requirements, as applicable
 - k. signature of authorized ordering official.

I.D. Contract Duration, Limits, and Amounts

Term of Contract		
	Start	End
Base Year	February 10,2023	February 09, 2024
Option Year 1	February 10,2024	February 09, 2025
Option Year 2	February 10,2025	February 09, 2026
Option Year 3	February 10,2026	February 09, 2027
Option Year 4	February 10,2027	February 09, 2028

- 1) There are four (4) one-year option periods that the Government shall have the unilateral right to extend the term of the contract by written notice to the Contractor in accordance with Clause 52.217-9, Option to Extend the Term of the Contract. The Government will issue a preliminary notice of intent to exercise the option 60 calendar days prior to the expiration date. The option will be exercised 15 calendar days prior to expiration of the contract. The Government shall have the unilateral right to extend the term of the contract for up to 6 months, pursuant to the clause at 52.217-8, Option To Extend Services.
- 2) Task Order Limitations
 - a) Task orders are limited to construction projects in GSA owned and leased facilities located in the state of Alaska.
 - i. The minimum task order project allowed is \$2,000.
 - ii. Task order contract (TOC) average award values will typically range from \$10,000 to \$50,000.
 - iii. GSA anticipates that seventy-five percent of TOC will be below \$150,000.
 - iv. The TOC maximum is \$150,000

3) Contract Minimum Guarantee

The parties agree that a minimum guarantee of \$3,000 is sufficient consideration to create a binding agreement. The Government will de-obligate the minimum guarantee by administrative modification after issuance of the first task order contract to each individual award.

4) Contract Maximum Value (CMV)

- a) The CMV for each IDIQ award is \$4 million per zone per year with a total CMV of \$20 million for each zone/contract for a total magnitude of \$60 million for the life of all three zones.. The period of performance of the contract is based on a base year plus four option years, a total potential contract period of five years.
- b) The contract expected spend, per individual Alaska JOCC IDIQ, is approximately \$1.25M annually.
- c) The CMV for each IDIQ decreases by the execution of task order contracts (TOC).

I.E. Period of Performance

- 1) *Commencement.* The Contractor shall commence performance of the IDIQ on February 10, 2023. Work start dates will be determined for each individual TOC.

2) *Substantial Completion*

Substantial completion of the IDIQ will be based on meeting 80% of the established CMV. At substantial completion, contractors will be notified of the IDIQ status, the notice will include the forecasted contract completion date for the IDIQ. Individual TOCs will establish substantial completion dates for each project.

3) *Contract Completion.*

The IDIQ contract completion will occur when all awarded task orders are physically complete, and all monies are paid to the contractor. Task Order Contract (TOC) completion occurs when all deliverables for an individual TOC are completed, a release of claims has been accepted by the Government, and final payment made.

I.F. Work Conditions/Site Requirements

Individual Task Order will specify the work conditions and/or site requirements

I.G. Authorized Representatives

- a) 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 Information	
Name:	Rebecca Graham
Telephone:	(907) 223-8671

Authorized Representative Information:
Email: rebecca.graham@gsa.gov
Name: Mark A. Mitchell
Telephone: (509) 279-3891
Email: mark.mitchell@gsa.gov

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

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

The IDIQ JOCC Scope of Work (IDIQ SOW) is attached and incorporated into this contract. Subsequent task order contracts, for projects located within a specific geographic zone, will be solicited to the awardee for that geographic zone. Management and inspection of projects will be tailored to the project delivery method.

II. Prices

II.A. Basis of Pricing

- 1) Pricing for this contract will be based upon commonly requested and recurring, scoped construction and general building services line items known as the Express Menu. The Express Menu prices are based on the RS Means Building Construction Facilities Cost of Construction (hereafter referred to as the FCC RS Means Book). The contractor will apply their coefficient to the applicable line items required for a project in each respective zone.

For line items that are required and not itemized in the Express Menu, the contractor will utilize FCC RS Means to establish price reasonableness. The "Total Incl O&P" [Total Included Overhead and Profit] Cost from the FCC RS Means Book, when multiplied by the Offeror's proposed coefficient, will establish Task Order pricing. The "Total Incl O&P" Cost of a unit of work will be determined by the RS Means column entitled "Total Incl O&P", not the column entitled "Bare Cost". Task order contract pricing is based on the multiplication of the established coefficients to the summary unit price. To be considered for a zone, Offerors are to complete the price schedule for each applicable zone. Offerors submitting a price proposal for multiple zones are required to complete the price schedule for each zone.

The Express Menu line items and additional line items pulled from the FCC RS Means costs data are based on national average costs from the FCC RS Means reference cost data and the "Total Incl O&P" cost of a unit of work from the most recently annually updated data.

- 2) Other Work Items

Work not included in Express Menu is authorized so long as the line item, and combination of line items, are based upon the current Facilities Cost of Construction (FCC) applicable for the specific base or option year.

3) Buy American Act

Coefficients submitted by the Offerors will not include any exceptions to Buy American Act or Free Trade Agreements regulations. Exceptions to these requirements will be processed per the instructions for these elements in the Agreement.

4) Coefficient Standards

- a) Division 1, General Conditions, must be included in the Offerors coefficient.
- b) Offerors shall limit coefficients to two (2) decimal places. The offeror shall propose a Base Year coefficient and an Option Year coefficient on an all or none basis.
- c) Coefficient factors are inclusive of all project costs.
- d) Price proposals for all task orders that include line items other than the Express Menu shall be in CSI Master Format (unit price), with individual line items organized by the 52 Division breakdown. The contractor coefficient as a bottom-line mark up to the totals of the line items.
- e) Coefficients are inclusive of the following:
 - i. Locality adjustment for each city as indicated in the Price Schedule
 - ii. Materials
 - iii. Labor, see incorporated Wage Determination(s)
 - iv. Project superintendence by prime contractor
 - v. Equipment
 - vi. Mobilization, demobilization
 - vii. General Conditions, Overhead and Profit, refer to 'Total O&P column, RS Means FCC'.
 - viii. Payment and performance bonds
 - ix. FICA, FUTA, SUTA costs for prime contractor employees
 - x. Transportation of materials, equipment, crew.

5) Influencing Factors:

- a) Quality, refer to incorporated IDIQ Scope of Work.
- b) After hours work, assume work is predominantly daytime hours
- c) Productivity refers to minimum self-performance by the prime contractor.
- d) Size of Project, refer to estimated average task order value and maximum task order value.
- e) Location of owned facilities, see price schedule.
- f) Unpredictable factors, assume material substitutions are not allowed.
- g) Seasonality of work installation.
- h) Contractor management
- i) Weather conditions: assume 10% of task orders are exterior efforts.
- j) Collective bargaining unit variations, see Labor assumptions.
- k) Code compliance, assume compliance to more stringent requirements when conflicts present between codes.
- l) Resource availability (energy, skilled labor, material)
- m) Owner Standards, refer to JOCC IDIQ Scope of Work.
- n) Safety, refer to JOCC IDIQ Scope of Work
- o) Environmental standards and compliance, refer to Whole Building Design Guide (www.wbdg.org)
- p) Daily site cleanup required

6) Exclusions

- a) Contingencies. Differing Site Conditions and Changes clauses will authorize equitable price adjustments after task order contract award.
- b) Lodging and per diem.

7) Assumptions

- a) Coefficient rates for the Express Menu reflect assemblies.
- b) Wage determination(s) prevail.
- c) Subcontractor direct and indirect costs are included in labor and materials.
- d) Annual bid bond, FAR 28.01 is acceptable for all task orders.
- e) Limited site laydown availability.
- f) Security clearances for all personnel work on any federal site.
- g) Standard shipping of all materials for installation.
- h) Limited availability of record drawings.
- i) No on-site parking for facilities in the CBD.
- j) Limited parking for prime contractors, single vehicle typical, for all other sites.
- k) Prime contractor markup allowance for contract changes for second and third tier subcontractors is limited in accordance with GSAM Equitable Adjustments clause.

Individual task order price proposal is required.

8) Definitions:

Coefficients are ratios between a pre-established unit and price per unit and the contractor has estimated cost to perform the work. A coefficient of 1.00 is equal to 100% of the estimated costs. A coefficient of less than 1.00 represents a deduction from each unit price. A coefficient greater than 1.00 represents an increase over the established unit price. A 0.90 coefficient, 90%, a 10% savings of the industry-standard pricing. A coefficient of 1.10, 110%, adds 10% to the industry standard.

EXAMPLE: The following sample calculation illustrated how Task Order pricing will be established.

Total Project Cost (Labor, Material and Equipment)	\$10,000.00
Coefficient (Base Year) – Zone 1 @ 90%	<u>X</u> 0.90
TOTAL JOB ORDER PRICE	\$ 9,000.00

III. Terms and Conditions

The requirements set forth in this Agreement are baseline requirements. Task order contracts may include additional requirements that address individual project needs. Refer to the individual task order contract for project specific requirements.

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:

- 1) The Contractor shall not commence the Task Order Work until the Task Order Contracting Officer has issued the Task Order Notice to Proceed (NTP). The Contractor shall diligently prosecute the Work to achieve Substantial Completion of the Work, as defined in Section III (Terms and Conditions), "Substantial Completion and awarded task order contract.

III.B. Accident Prevention

FAR 52.236-13, Accident Prevention, *is supplemented* as follows:

- 1) The Contractor must submit a safety plan, applicable to the IDIQ and all subsequent task orders, before commencing work. The Contractor is responsible for safety on all project sites within the specified geographic zone.

III.C. Finality of Task Order Modifications

As set forth elsewhere in this Contract and in the task orders, 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 Task Order providing such consideration, adjustments to the Task Order 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.D. Insurance Requirements

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.

- 1) 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 \$500,000. If occupational diseases are not covered by worker's compensation insurance, Employer's liability coverage shall include occupational diseases.
- 2) Broad form comprehensive commercial general liability insurance in the amount of at least \$250,000 per occurrence. Such insurance shall include, but not be limited to, contractual liability, bodily injury, and property damage.
- 3) Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least \$50,000 per person and \$250,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- 4) The Contractor shall promptly provide to the IDIQ Contracting Officer proof, by email that it has obtained insurance required by the Contract in the form of certificates of insurance. The Contractor shall submit to the IDIQ Contracting Officer all renewal certificates issued during the life of this Contract immediately upon issuance.

III.E. 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, Contract Clauses of the IDIQ Agreement
- 2) Sections I, II, and III of the IDIQ Agreement

- 3) The AK JOCC SOW, as currently incorporated into the Agreement (Task Order Contract
- 4) Other Provisions of the Task Order Agreement (within the Task Order Agreement
- 5) The Statement of Work (Task Order) G. The Specifications (Task Order)
- 6) The Drawings (Task Order)
- 7) Exhibits and Other Attachments (Task Order)

III.F. Task Orders

1) Task Order Contents

Task Orders issued will generally include, but not be limited to, the following information:

- a) Date of order
- b) Contract number and order number.
- c) For supplies and services, line-item number, subline item number (if applicable) description, quantity, and unit price or estimated cost and fee (as applicable). The corresponding line-item number and subline item number from the base contract shall also be included.
- d) Delivery or performance schedule.
- e) Place of delivery or performance (including consignee).
- f) Any packaging, packing, and shipping instructions.
- g) Accounting and appropriation data.
- h) Method of payment and payment office, if not specified in the contract (see 32.1110(e))
- i) North American Industry Classification System code (see 19.102(b)(3))
- j) List of Government-furnished material and the estimated value thereof, if applicable
- k) Task Order Scope of Work
- l) Signature of Ordering Official.

2) Knowledge of Conditions Affecting Price

Clauses FAR 52.236-27, Site Visit - Construction, FAR 52.236-2, Differing Site Conditions, and FAR 52.236-3, Site Investigations and Conditions Affecting the Work, are incorporated by reference in this Contract and any Task Orders resulting from this contract.

No oral statement made by a Government representative during any site visit or pre-proposal conference, nor any written record of such oral statements as may be made and subsequently furnished to the offeror, will be deemed to have the effect of adding to, modifying, or otherwise varying from the written provisions of the request for proposals (including, but not limited to specifications, drawings and written amendments to the solicitation). If any discussions or questions are raised during the site visit or pre-proposal conference that could indicate a need to modify the request for proposals, an amendment to the solicitation will be issued in writing.

3) Task Order Performance Periods

Task Orders under this contract may be awarded by the Task Order Contracting Officer at any time within the Contract period. Each task order contract shall have its own stated period of performance. The actual performance of the work may extend beyond the Contract period of the IDIQ.

4) Alternative Payment Protections

If a task order is between \$35,000 - \$150,000 payment protections, in accordance with FAR 52.228-13 Alternative Payment Protections may be required. This payment protection may be a Payment Bond, an Irrevocable Letter of Credit, or other type of protection as authorized by FAR 28.102-1(b) and specified in the individual Task Order.

III.G. Administrative Matters

The following applies to all Task Order Contracts issued against this contract:

1) Project Meetings

The Contractor shall attend a pre-construction conference and shall participate in Government scheduled Project meetings. Individual TOCs may require additional meeting attendance by the contractor.

2) Schedule of Values

The Contractor shall prepare and submit for approval a detailed cost breakdown of the Task Order price, to be referred to as the Schedule of Values (SOV), assigning values to each component of the Work. Values must include all direct and indirect costs, although a separate value for bond costs may be established. The Schedule of Values must contain sufficient detail to enable the TOCO to evaluate applications for payment. If this Task Order requires that the Project Schedule be cost loaded, the Schedule of Values will be derived from the Project Schedule.

3) 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. 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 services rendered
 - iv. Updated project schedule that complies with the Contract Documents
 - v. Additional documentation:

4) *Prompt Payment*

In accordance with FAR clause 52.232-27, the period for payments is as follows:

- a) Progress Payments: 14 days
- b) Subsequent Subcontractor Payments: 7 days

5) *Payment Information.*

The General Services Administration (GSA) makes information on contract payments available electronically at [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.

6) *Security Clearances.*

Security clearances using the requirements listed in items a – c of this clause, may be obtained at the IDIQ contract level for the prime contractor and key subcontractor firms that are routinely engaged in construction work, e.g., architectural, engineering, mechanical, and electrical are the most frequently subcontracted efforts for task order contracts. Only long-term security clearances are provided at the IDIQ contract level. The IDIQ Contracting Officer, unless delegated to a Contracting Officer's Representative, is the primary point of contact to request and obtain security clearances for the duration of the IDIQ period of performance.

Regarding individual task order contracts, the prime contractor shall comply with the following requirements pertaining to security clearances.

- 1) 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.
- 2) 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](#).
- 3) In addition, all such personnel who will be on site 6 months or longer must apply for and receive clearance in accordance with Homeland Security Presidential Directive 12 (HSPD-12). See Section IV, *Contract Clauses*, GSAR 552.204-9.

7) *Safeguarding and Dissemination of Controlled Unclassified Information (CUI) Building Information*

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

- a) Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at <https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf>) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

b) Authorized recipients.

- i. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state, and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental 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 Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.
- ii. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

c) Dissemination of CUI building information:

- i. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800- 171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
- ii. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
 - a) By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.
 - b) In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.
- iii. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum:
 - a) the name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated
 - b) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information

- c) contact information for the named individual
 - d) a description of the CUI 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 suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.
- iv. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI 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 Lawful Government Purpose for access.
- v. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.
- vi. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clauses, 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.
- vii. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@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 CUI 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.
- viii. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

[End of clause]

III.H. 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 because of being ordered to stop work for such cause.

III.I. 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.J. IDIQ Suspension Process

- 1) GSA is responsible for ensuring performance and compliance with the terms of this contract and safeguarding the interests of the Government and the American taxpayer in its contractual relationships. Additionally, GSA must ensure that Contractors receive impartial, fair, and equitable treatment. Accordingly, if the CO determines that any requirement is not being met a Contractor may be suspended from participation in new TO RFP solicitations.
- 2) Suspended contractors are responsible for the performance and timely completion of all currently awarded TOCs. TOCs that include options and are pending other modifications are excluded from the suspension process.
- 3) The IDIQ Suspension process is not related or precursor to the Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4, or a Termination as defined in FAR Part 49. The IDIQ suspension process will be used as a temporary effort to assist contractors that are not able to meet the minimum task order participation rate, have incurred substantial performance issues in the management of awarded task orders, or are persistently non-compliant with the contract deliverables for individual Task Orders or the terms and conditions of the IDIQ contract.
- 4) The IDIQ suspension status will be initiated by one of two trigger events, the first is contractor requested IDIQ suspension. The second trigger event is Government requested.
- 5) The modification will provide the period of the suspension, which party requested the suspension, the rationale for why the suspension process is necessary, and the actions needed for reinstatement to active status.

III.J. Government Right to Remove Contractors

The GSA reserves the right to remove contractors by unilateral modification from this IDIQ for reasons other than Cause or Default. Contractors may be removed without using a termination process. A final performance rating will be processed and uploaded to the CPARS database.

IDIQ suspension may be initiated by one of the following conditions:

- 1) Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.

- 2) Termination as defined in FAR Part 49
- 3) Contractors who fail to meet the standards of performance, deliverables, or compliances
- 4) Taking any other action that permitted under the terms and conditions of this Agreement related to managing IDIQ performance

IV. Contract Clauses

IV.A. Clauses Incorporated in Full Text

1) 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.

2) 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.

3. GSAR 552.204-9 Personal Identity Verification Requirements (JUL 2021)

(a) The contractor shall comply with GSA personal identity verification requirements, identified in the CIO P 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements. The contractor can find the CIO policy and additional information at <http://www.gsa.gov/hspd12>.

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

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

(a) Deviations to FAR clauses.

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

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

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

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

5. Buy American Requirements

52.225-11 Buy American-Construction Materials under Trade Agreements (Nov 2021).

(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 product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (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, Australia, 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) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 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. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (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 product 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 20 percent;

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

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

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item1			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item1			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.

6. FAR 52.228-11, Pledges of Assets (DEVIATION APR 2020)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-

(1) Pledge of assets; and

(2) A signed affidavit containing the information set out in [Standard Form 28](#), Affidavit of Individual Surety, except that the Standard Form 28 is not required to be sworn and notarized.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of-

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR [28.203-2](#)(except see [28.203-2\(b\)\(2\)](#) with respect to Government securities held in book entry form); and/or

(2) A recorded lien on real estate. The offeror will be required to provide-

(i) A mortgagee title insurance policy, in an insurance amount equal to the amount of the lien, or other evidence of title that is consistent with the requirements of Section 2 of the United States Department of Justice Title Standards

at <https://www.justice.gov/enrd/page/file/922431/download>. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR [28.203-3\(d\)](#);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

7. FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEVIATION APR 2020)

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, in accordance with the accelerated payment date established to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, with a goal of 15 days after receipt of a proper invoice and all other required documentation from the small business subcontractor if a specific payment date is not established by contract.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

8. FAR 52.219-14 Limitations on Subcontracting (SEP 2021)

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

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts [19.8](#), [19.13](#), [19.14](#), and [19.15](#);

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in [19.504\(c\)\(1\)\(ii\)](#);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts [19.8](#), [19.13](#), [19.14](#), or [19.15](#) under multiple-award contracts, as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); or

(ii) Issued directly to concerns that qualify for the programs described in subparts [19.8](#), [19.13](#), [19.14](#), or [19.15](#) under multiple-award contracts, as described in [19.504\(c\)\(1\)\(ii\)](#); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

[Contracting Officer check as appropriate.]

☒ By the end of the base term of the contract and then by the end of each subsequent option period; or

☐ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

9. FAR 52.217-8 Option to Extend Services (Nov 99).

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

10. FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000).

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

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	JUN 20
52.203-3	Gratuities	APR 84
52.203-5	Covenant Against Contingent Fees	MAY 14
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 20
52.203-7	Anti-Kickback Procedures	JUN 20
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	JUN 20
52.203-13	Contractor Code of Business Ethics and Conduct (Applies if Contract is Greater than \$6 Million and Performance Period is Greater than 120 Days)	JUN 20
52.203-14	Display of Hotline Poster(s) (Applies if Contract is Greater than \$6 Million)	JUN 20
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	JUN 20
52.204-2	Security Requirements	MAR 21
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	JUN 20

NUMBER	TITLE	DATE
52.204-13	System for Award Management Maintenance	OCT 18
52.204-18	Commercial and Government Entity Code Maintenance	AUG 20
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	JUN 20
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	JUN 20
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	JUN 20
52.215-12	Subcontractor Cost or Pricing Data	JUN 20
52.215-13	Subcontractor Cost or Pricing Data—Modifications	JUN 20
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
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
52.219-6	Notice of Total Small Business Set-Aside	NOV 20
52.219-8	Utilization of Small Business Concerns	OCT 18
52.219-28	Post-Award Small Business Program Representation	NOV 20
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

NUMBER	TITLE	DATE
52.222-7	Withholding of Funds	MAY 14
52.222-8	Payrolls and Basic Records	JUL 21
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
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method)	AUG 18
52.222-31	Construction Wage Rate Requirements-Price Adjustment (Percentage Method)	AUG 18
52/222-32	Construction Wage Rate Requirements-Price Adjustment (Actual Method)	AUG 18
52.222-35	Equal Opportunity for Veterans	JUN 20
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 20
52.222-37	Employment Reports on Veterans	JUN 20
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	OCT 20
52.222-54	Employment Eligibility Verification	OCT 15
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 22
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 22
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 13
52.223-3	Hazardous Material Identification and Material Safety Data	FEB 21 JUL 95

NUMBER	TITLE	DATE
	Alternate I	
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 11
52.223-6	Drug-Free Workplace	MAY 01
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	JUN 16
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 16
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 20
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	AUG 18
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 20
52.223-19	Compliance with Environmental Systems	MAY 11
52.223-20	Aerosols	JUN 16
52.223-21	Foams	JUN 16
52.224-1	Privacy Act Notification	APR 84
52.224-2	Privacy Act	APR 84
52.225-13	Restrictions on Certain Foreign Purchases	FEB 21
52.227-1	Authorization and Consent	JUN 20
52.227-2	Notice and Assistance Regarding Patent and Copyright	JUN 20
52.227-4	Patent Indemnity—Construction Contracts	DEC 07
52.228-1	Bid Guarantee	SEP 96
52.228-2	Additional Bond Security	OCT 97
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 14

NUMBER	TITLE	DATE
52.228-14	Irrevocable Letter of Credit	NOV 14
52.228-15	Performance and Payment Bonds—Construction	JUN 20
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
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	Providing Accelerated Payments to Small Business Subcontractors.	NOV 21
52.233-1	Disputes	MAY 14
52.233-1	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

NUMBER	TITLE	DATE
52.236-14	Availability and Use of Utility Services	APR 84
52.236-16	Quantity Surveys	APR 84
52.236-17	Layout of Work	APR 84
52.236-21	Specifications and Drawings for Construction	FEB 97
52.236-26	Preconstruction Conference	FEB 95
52.236-28	Preparation of Proposals-Construction	OCT 97
52.242-13	Bankruptcy	JUL 95
52.242-14	Suspension of Work	APR 84
52.243-4	Changes	JUN 07
52.243-5	Changes and Changed Conditions	APR 84
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 22
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 20
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form). Alternation: Applicable to Task Order Contract awarded for \$250,000 or less	APR 12
52.249-10	Default (Fixed-Price Construction)	APR 84
52.251-1	Government Supply Sources	APR 12
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
552.204-9	Personal Identity Verification Requirements	JUL 21
552.211-10	Commencement, Prosecution, and Completion of Work	MAR 19

NUMBER	TITLE	DATE
552.211-12	Liquidated Damages—Construction	MAR 19
552.211-13	Time Extensions	MAR 19
552.211-70	Substantial Completion	MAR 19
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
552.215-73	Notice	JUL 16
552.227-70	Government Rights (Unlimited)	MAY 89
552.228-5	Government As Additional Insured	JAN 16
552.232-5	Payments Under Fixed-Price Construction Contracts	MAR 19
552.236-6	Superintendence by the Contractor	MAR 19
552.236-11	Use and Possession Prior to Completion	MAR 19
552.236-15	Schedules for Construction Contracts	MAR 19
	Alternate I	MAR 19
552.236-21	Specifications and Drawings for Construction	MAR 19
552.236-70	Authorities and Limitations	MAR 19
552.236-71	Contractor Responsibilities	MAR 19
552.236-72	Submittals	MAR 19
552.236-73	Subcontracts	APR 84
552.243-71	Equitable Adjustments	MAR 19
552.246-72	Final Inspections and Tests	SEP 99

4. 552.103 Identification of provisions and clauses.

Deviations. If the GSAR prescribes a class deviation from a FAR clause, identify the clause by the GSAR citation (e.g., *Prompt Payment Discount (Nov 1987) (Deviation FAR 52.232-8)*).

5. GSAR 552.211-10 Commencement, Prosecution, and Completion of Work (MAR 19)

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) of this clause, 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.

(d) 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.

(e) 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)

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

(a) *General.*

(1) For the purposes of FAR 52.211-10, Commencement, Prosecution and Completion of Work, and FAR 52.211-12, Liquidated Damages-Construction, the work shall be deemed complete when it is "substantially complete."

(2) There may be different completion dates required for different phases or portions of the work, as established in the contract. However, the work shall be deemed "substantially complete" if and only if the Contractor has completed the work and related contract obligations in accordance with

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

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

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

(b) Notice of Substantial Completion.

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

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

(c) Acceptance of Substantial Completion.

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

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

(d) Contract Completion.

(1) The Contract is complete if and only if the Contractor has completed all work and related contract obligations, corrected all deficiencies and all punch list items, and complied with all conditions for final payment.

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

9. GSAR 552.236-6 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.
- (2) Scheduling of work by subcontractors.
- (3) Installation of work by subcontractors.
- (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.

10. 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.

11. 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.* Prior to notice to proceed, or such other time as may be specified in the contract, the Contractor shall submit 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.* The project schedule shall depict all major activities necessary to complete the work.

(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.
- (iii) Provide sufficient information demonstrating compliance.

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

- (i) Withhold retainage until the project is substantially complete or until such time as the Contractor has complied with project schedule requirements; or
- (ii) Terminate the contract for default

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

(i) *Updates.* Unless a different period for updates is specified elsewhere, the Contractor shall update the project schedule weekly to reflect actual progress in completing the work and submit the updated project schedule by the following Monday.

12. 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.

Alternate I (Mar 2019). As prescribed in 536.521, add the following paragraph to the basic clause:

(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.

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

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

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

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

14. 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.

Alternate I (Mar 2019). As prescribed in 536.572 add the following paragraph to the basic clause:

(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.

15. IDIQ Options

The following provisions and **clauses** are incorporated into this Agreement and are applicable to any task order that uses options.

A. 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).

B. GSAR 552.236-77 Government's Right to Exercise Options (MAR 2019)

- (1) The Government may exercise any option in writing in accordance with the terms and conditions of the contract within **30 DAYS**. Unless otherwise specified, options may be exercised within 90 calendar days of contract award.
- (2) If the Government exercises the option, the contract shall be considered to include this option clause.

16. Task Order Solicitations with Options

The following provisions and clauses are incorporated into this Agreement and are applicable to any task order that uses options.

A. 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).

B. 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.

C. GSAR 552.236-77 Government's Right to Exercise Options (MAR 2019)

- (1) The Government may exercise any option in writing in accordance with the terms and conditions of the contract within **30 DAYS PER TASK ORDER**. Unless otherwise specified, options may be exercised within 90 calendar days of contract award.
- (2) If the Government exercises the option, the contract shall be considered to include this option clause.

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	JUN 2020
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct (Applies if Subcontract is Greater than \$6 Million on the date of award and Performance Period is Greater than 120 Days)	JUN 2020
52.203-14	Display of Hotline Poster(s) (Applies if Subcontract is Greater than \$6 Million on the date of award)	JUN 2020
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-14	Service Contract Reporting Requirements (Applies to contracts estimated total value of \$500,000 or greater)	OCT 2016
52.204-23	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	JUL 2018
52.215-2	Audit and Records-Negotiation	JUN 2020
52.215-12	Subcontractor Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Cost or Pricing Data—Modifications	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010

NUMBER	TITLE	DATE
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	MAR 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
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52.222-12	Contract Termination—Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	AUG 2018

NUMBER	TITLE	DATE
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.236-13	Accident Prevention Alternate I	NOV 1991

(2) GSA Acquisition Regulation (GSAR) Clauses:

NUMBER	TITLE	DATE
552.215-70	Examination of Records by GSA	JUL 2016

(3) Agreement Clauses:

In Section III of this contract, Controlled Unclassified Information (CUI) *Building Information* and Safeguarding Sensitive Data and Information Technology Resources. (Terms and Conditions).