The Agreement

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(The Agreement)
I. **Project Information**

I.A. **Project Summary**

This project is for the construction of a Measurement Systems Laboratory (MSL) at the NASA Langley Research Center located in Hampton, Virginia. NASA is in the fourth phase in the multi-year Revitalization Plan at the Center, a master planning effort aimed at consolidating and modernizing existing aging facilities on the sprawling campus into a smaller, state of the art, core campus environment. The fourth new building will most closely represent the core mission and culture at Langley – Science and Research. The collocation of six Branches and their associated laboratories, representing both the Research and Engineering Directorates, will allow Langley to leverage increased communication capability with the hope of reducing the time it takes to get an idea from concept to application. The MSL Building Program consists of six typical laboratory types inclusive of Laser / Calibration / Sensor, Chemistry, Electronics, Prototyping and Clean Rooms.

This building will have the following characteristics:

- Building Type: Laboratory and Supporting Office Space
- Building Size: Approximately 175,000 gross square feet in addition to site work.
- Procurement: Design-Bid-Build
- At a minimum, shall meet U.S. Green Building Council’s LEED Silver Certification.

I.B. **The Contract**

1. The Contract consists of the SF 1442, the Agreement, the Statement of Work, Specifications, Drawings, Exhibits, Amendments, Modifications, and other Attachments identified herein (collectively, the Contract Documents). The Contract contains the entire agreement of the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict or modify any part of the Contract.

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

I.C. **Period of Performance**

1. **Commencement.** The Contractor shall commence performance of the Work within 10 days after the Contractor receives the Notice to Proceed (NTP).
GSA Contract No. RJP-NASA_MSL-0001-8-11-2015
Note: If the successful offeror’s proposal is subject to Project Labor Agreement (PLA) requirements, a Notice to Proceed will not be issued until a copy of an executed PLA that meets the requirements of this Agreement is submitted to the Contracting Officer. The Government shall issue the Notice to Proceed within 1 day of receiving an acceptable PLA. The risk associated with the timely submission of an acceptable PLA rests with the Contractor and any delay in the submission of an acceptable PLA shall not entitle the Contractor to an extension of the contract completion time.

(2) Substantial Completion. The Contractor shall achieve Substantial Completion of the Work, as that term is defined in this Agreement, no later than 735 calendar days from issuance of Notice to Proceed (NTP).

(3) Contract Completion. The Contractor shall achieve Contract Completion, as the term is defined in this Agreement, within 120 calendar days of Substantial Completion.

I.D. Work Conditions/Site Requirements
See the Division One specifications. Also see the requirements set forth in the Program of Requirements.

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

The following individuals are designated as the authorized GSA representatives under this Solicitation:

(1) Contracting Officer
   Name: Raymond J Porter
   Address: General Services Administration
            Public Buildings Service
            20 North 8th Street
            9th Floor
            Philadelphia, Pa 19107
   Telephone: 215 756 3439
   Email: Raymondj.porter@gsa.gov

(2) Alternate Point of Contact
   Name: Mark Lewandowski
   Address: General Services Administration
GSA Contract No. RJP-NASA_MSL-0001-8-11-2015
Public Buildings Service
20 North 8th Street
9th Floor
Philadelphia, Pa 19107
Telephone: 215 446 4576
Email: Mark.lewandowski@gsa.gov

(2) GSAR 552.236-71, Authorities and Limitations, is incorporated by reference in this Contract.

I.F. Liquidated Damages Rate
To be provided in Phase II

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

I.H. Statement of Work, Specifications, Drawings, Exhibits, and Other Attachments
The following documents are incorporated by reference into this Contract.

(1) Statement of Work to be provided in Phase II
(2) Specifications to be provided in Phase II
(3) Wage Determination to be provided in Phase II
(4) Representations and Certifications (to be completed by offeror)
(5) Small Business Subcontracting Plan (to be completed by offeror)
(6) Offeror's Technical Proposal
II. Prices

II.A. Basis of Pricing

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

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

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

(4) Options. If any portion of the Work is to be performed upon the timely exercise of an Option, the Option Price shall include all costs of coordinating and incorporating the Option-priced portion of the Work into the Base Contract Work. An adjustment to the Contract price for such additional work shall be computed solely on the basis of the Option price or prices set forth herein. Unless otherwise specified, all options may be exercised within 90 days of Contract award.

(5) Bid Rates. If this Contract includes Bid Rates to be used in determination of equitable adjustments (e.g., overhead, profit, daily rates for time-related costs), such rates shall be deemed to include all costs recoverable as components of an equitable adjustment consistent with the requirements, definitions, and exclusions applicable to equitable adjustments set forth in this Contract, and consistent with the Contractor's cost accounting practices. Unless otherwise specified, the bid rates shall be deemed to include only the Contractor's costs, and not the costs of any subcontractors.
II.B. Contract Price Form

To be provided in Phase II

III. Terms and Conditions

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

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

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

III.B. Contractor Responsibilities

(1) For the purposes of FAR 52.236-1, Performance of Work by the Contractor, the Contractor shall perform at least ten percent of the Work.

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

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

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

(5) Where installation of separate Work components as shown in the Contract Documents will result in conflict or interference between such components or with existing conditions, including allowable tolerances, it is the Contractor’s responsibility to bring such conflict or interference to the attention of the Contracting Officer and seek direction before fabrication, construction, or installation of any affected work. If the Contractor fabricates, constructs, or installs any work prior to receiving such direction, the Contractor shall be responsible for all cost and time incurred to resolve or mitigate such conflict or interference.
(6) Where drawings show work without specific routing, dimensions, locations, or position relative to other work or existing conditions, and such information is not specifically defined by reference to specifications or other information supplied in the Contract Documents, the Contractor is responsible for routing, dimensioning, and locating such work in coordination with other work or existing conditions in a manner consistent with Contract requirements.

(7) 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.

(8) 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.

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

III.C. Contractor Management and Personnel

FAR 52.236-6, Superintendence by the Contractor, is supplemented as follows:

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

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

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

III.D. Project Schedule

(1) The Contractor shall use a Critical Path Method ("CPM") Project Schedule to plan, coordinate, and perform the Work. The Project Schedule shall be produced using widely used, commercially available computer software that is capable of generating and monitoring a CPM schedule and is compatible with Meridian Proliance. For example, compatible software includes Microsoft Project, Primavera SureTrak, and Primavera Project Planner.

(2) The Project Schedule shall be a rational, reasonable and realistic plan for completing the Work, and conform to requirements specified in this clause and elsewhere in this Contract.
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(3) The Contractor understands and acknowledges that the preparation and proper management of the Project Schedule is a material component of the Work, and that the Contract price includes all costs of compliance with Project Schedule requirements.

(4) The Project Schedule shall depict all activities necessary to complete the Work, including, as applicable, all submittal and submittal review activities, all procurement activities, and all field activities, including mobilization, construction, start-up, testing, balancing, commissioning, and punchlist. Activities shall be sufficiently detailed and limited in duration to enable proper planning and coordination of the Work, effective evaluation of the reasonableness and realism of the Project Schedule, accurate monitoring of progress, and reliable analysis of schedule impacts.

(5) Within thirty (30) days of NTP, or such other time as may be specified herein, the Contractor shall submit its Project Schedule to the Contracting Officer, together with a written narrative describing the major work activities, activities on the critical path, and major constraints underlying the sequence and logic of the Project Schedule. The Contractor shall submit the Project Schedule in both electronic and hardcopy print format.

(6) The Contractor should anticipate that its initial submittal of the Project Schedule shall be subject to review and revision as contemplated by Paragraph (11) of this clause, and the Contractor shall devote sufficient resources for meetings, revisions, and resubmissions of the Project Schedule to address exceptions taken by the Contracting Officer to the initial submittal. The Contractor understands and acknowledges that the purpose of the initial review and resolution of exceptions is to maximize the usefulness of the Project Schedule for the Parties during Contract performance.

(7) Activity durations shall be based upon reasonable and realistic allocation of the resources required to complete each activity, given physical and logistical constraints on the performance of the Work. All logic shall validly reflect physical or logistical constraints on relationships between activities. Except for the first and last activities in the Project Schedule, each activity shall have at least one predecessor and one successor relationship to form a logically connected network plan from NTP to the Contract Completion date.

(8) The Project Schedule shall incorporate milestone events specified in the Contract, including, as applicable, NTP, 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.

(9) Unless a shorter period for updates is specified elsewhere, the Contractor shall update the Project Schedule monthly to reflect its actual progress in completing the Work, and submit the updated Project Schedule to the Contracting Officer within five working days of the end of each month or other specified period.

(10) If the Contractor revises the Project Schedule after initial submission, the Contractor shall provide in writing to the Contracting Officer a narrative describing the substance of the revision, the rationale for the revision, and the impact of the revision on the projected Substantial Completion date and the available float for all activities. The Contractor shall only revise prospective activities, durations and logic, but addition of detail to prospective activities shall not be deemed a revision if the overall duration of the detailed activity does not change.
(11) If at any time the Contracting Officer finds that the Project Schedule does not comply with any Contract requirement, the Contractor shall, upon written notice of exceptions taken by the Contracting Officer, revise the Project Schedule, adjust activity progress, or provide sufficient information demonstrating compliance. Regardless of whether the Contracting Officer takes any such exception, the Contractor shall not be relieved of its responsibility for the rationality, reasonableness or realism of the Project Schedule, or its responsibility to achieve Substantial Completion within the time specified by this Contract.

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

(13) 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.

III.E. Extensions of Time

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

(1) If the Contractor requests an extension of the time for Substantial Completion, the Contractor shall base its request on 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.

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

(3) The Contractor shall not be entitled to an extension of time if the Contractor has not updated the Project Schedule in accordance with this Contract.

(4) 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.

III.F. Interpretation of Specifications and Drawings

FAR 52.236-21, Specifications and Drawings for Construction, and GSAR 552.236-77, Specifications and Drawings are supplemented as follows:

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

(2) 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.

III.G. Submittals

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FAR 52.236-21, Specifications and Drawings for Construction, GSAR 552.236-78, Shop Drawings, Coordination Drawings, and Schedules, and GSAR 552.236-79, Samples are supplemented as follows:

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

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

(3) 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. The Contractor shall not be entitled to receive notice of action on submittals containing variations from Contract requirements in less than twenty working days.

(4) Sustainable Purchasing Submittals.

To simplify compliance with the Federal sustainable purchasing requirements set forth in FAR Parts 11 and 23, PBS has identified those products ("Key Sustainable Products" or "KSPs") that are used most frequently in its contracts and developed sustainability standards for those products that meet all Federal requirements. The Contractor must show compliance with the KSP standards, where KSPs are furnished by the Contractor in performance of the work.

Where KSPs are provided by the Contractor, the Contractor must submit specific documentation of compliance with all applicable sustainable attributes. Acceptable documentation includes manufacturer specification sheets; technical data sheets; product data sheets; environmental product declarations; manufacturer submittal sheets; and manufacturer letters. Key Sustainable Products listed in the Green Procurement Compilation at: https://sftool.gov/green-products/1037/key-sustainable-products?agency=9 have been pre-certified; for these products, correctly-dated screenshots showing each applicable product on the list are sufficient.

The Contractor must submit compliance documentation to the Contracting Officer at the time designated in this Contract for submittals generally. If no other submittals are required as part of this Contract, the Contractor shall submit proof of KSP compliance at least 10 business days before the start of work. The Contractor shall send KSP submittals electronically where possible and the words “KSP product submittal” included in filenames.

The Key Sustainable Products and associated standards are listed in the table below.
PBS Key Sustainable Products and Standards

Construction Materials

<table>
<thead>
<tr>
<th>Product</th>
<th>Sustainability Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nylon carpet</td>
<td>NSF 140 Gold certification and \geq 10% post-consumer recovered content</td>
</tr>
<tr>
<td>Interior latex paint</td>
<td>\leq 50\text{ grams per liter (g/L) VOCs post-tint (i.e. SCAQMD Rule 1113 standard)}</td>
</tr>
<tr>
<td>Gypsum board</td>
<td>Greenguard Gold certification</td>
</tr>
<tr>
<td>Acoustical ceiling tiles</td>
<td>Meets the California Section 01350 standard for low-VOC materials and \text{Total recycled content} \geq 20% and Recyclable in a closed loop process and USDA Certified BioPreferred and Environmental Product Declaration (EPD) available</td>
</tr>
<tr>
<td>Concrete (ready-mix and site-mix)</td>
<td>\geq 15% fly ash or \geq 25% ground granulated blast-furnace (GGBF) slag</td>
</tr>
</tbody>
</table>

Compliance with the KSP standards does not relieve the Contractor from compliance with any other sustainability requirement of this Contract.

III.H. Substantial Completion and Contract Completion

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, FAR 52.211-12, Liquidated Damages (Construction), and GSAR 552.246-72, Final Inspection and Tests, are supplemented as follows:

(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." 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. 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.

(2) With reasonable advance notice, the Contractor shall submit to the Contracting Officer a written proposal recommending a Substantial Completion date (Notice of Substantial Completion). The Contracting Officer shall conduct inspections and make a determination of Substantial Completion within a reasonable time. 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.

(3) 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 thirty (30) calendar days after receipt of the Notice of Substantial Completion.

(4) 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.

(5) The Contract is complete (Contract Completion) 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.

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

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

III.I. Use and Possession Prior to Substantial Completion

FAR 52.236-11, Use and Possession Prior to Completion, is supplemented as follows:

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.

III.J. Finality of Contract Modifications

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

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

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

(2) If the 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.

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

III.L. Insurance Requirements

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

   (a) Workers’ compensation insurance in the amount required by the jurisdiction in which the Contract is performed. The Contractor shall obtain Employers’ liability coverage of at least $2,000,000. If occupational diseases are not covered by workers’ compensation insurance, Employers’ liability coverage shall include occupational diseases.

   (b) Broad form comprehensive commercial general liability insurance in the amount of at least $5,000,000 per occurrence. Such insurance shall include, but not be limited to, contractual liability, bodily injury and property damage.

   (c) Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least $1,000,000 per person and $2,500,000 per occurrence for bodily injury and $1,000,000 per occurrence for property damage.

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

III.M. Order of Precedence

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

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

III.N. Administrative Matters

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

2. Schedule of Values. The Contractor shall prepare and submit for approval a detailed cost breakdown of the Contract price, to be referred to as the Schedule of Values, assigning values to each component of the Work. Values must include all direct and indirect costs, although a separate value for bond costs may be established. The Schedule of Values must contain sufficient detail to enable the Contracting Officer to evaluate applications for payment. If this Contract 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 as follows:

   a. Before submitting a request for payment, the Contractor shall attend preinvoice payment meetings each month, as scheduled, with the designated Government representative for the purpose of facilitating review and approval of payment requests. Payment meetings may be conducted in person or by telephone. The Contractor shall provide documentation to support the prospective payment request.

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

   c. If the invoice does not meet the requirements of FAR Clause 52.23227 (a)(2) and the requirements specified in Subparagraphs (3)(a),(d),(e),and(f) of the Administrative Matters clause, the Contracting Officer may return the invoice to the Contractor without payment for correction. If the Contracting Officer disputes the requested payment amount, the Government may pay the portion of the requested payment that is undisputed.

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

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

   f. The Contractor shall submit the following information or documentation with each invoice:
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(i) GSA Form 184A and/or 184B - Construction Progress Report (Construction Phases Only) or AIA Form G702, including the updated Schedule of Values upon which the payment request is based;

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

(iii) The payment terms that apply for the particular services rendered;

(iv) Additional documentation:

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

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

(a) Progress Payments: 14 days

(b) Subsequent Subcontractor Payments: 7 days

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

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

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

(b) To obtain an EOD determination, Contractor shall submit for all such personnel fingerprints on Form FD258 and a completed Contractor Information Worksheet (CIW).

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

(7) Safeguarding and Dissemination of Sensitive But Unclassified (SBU) Building Information. This clause applies to all recipients of SBU building information, including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

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

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

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

c. Dissemination of SBU building information:

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

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

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

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

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

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

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

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

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

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

III.O. Non-Compliance with Contract Requirements

In the event the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of Contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

III.P. Safeguarding Sensitive Data and Information Technology Resources

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

1. CIO P 2100.1 GSA Information Technology (IT) Security Policy
2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1 B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4 Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy
11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
14. CIO IL-13-01 Mobile Devices and Applications
15. CIO IL-14-03 Information Technology (IT) Integration Policy
16. HCO 9297.1 GSA Data Release Policy
17. HCO 9297.2B GSA Information Breach Notification Policy
18. ADM P 9732.1 D Suitability and Personnel Security

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

III.Q. Options and Allowances

To be provided in Phase II

III.R. Apprenticeship Plans

(1) Within 30 days following award, the Contractor shall furnish the Contracting Officer with an Apprenticeship Plan. The plan shall include the following:

   (a) Trades to be subcontracted and those to be self performed. Indicate if a trade is to be performed using approved registered apprenticeship programs. A registered apprenticeship program is defined as a program that is registered with the U.S. Department of Labor or a State Apprenticeship Agency, under 29 CFR Part 29.

   (b) The percentage of trades (subcontractors) to be awarded using registered apprenticeship programs. (If self-performing trades, identify this information as it applies to such trades).

   (c) The target number of apprentices to be employed under this Contract.
(d) New registered apprenticeship programs to be initiated as a part of this Contract.

(e) A description of the means used to recruit and employ apprentice labor under registered programs.

(f) A Training Plan that includes a complete list of specific training courses, including safety requirements, to be used by the Contractor and major trade subcontractors. Identify the number of hours and the method used to provide apprenticeship training (on the job training, classroom training, etc.). Provide the following information regarding safety training provided for supervision and craft labor employees:

(i) The amount of time (approximately) that each contractor or subcontractor devotes to safety training by craft and

(ii) The steps taken to ensure that safety training is conducted in an effective manner.

(2) During the performance of this Contract, the Contractor shall submit to the Contracting Officer a quarterly Labor/Trade Apprenticeship and Training Program Report containing the following:

(a) List of awarded subcontractors by trade

(b) Name of subcontractors with registered Apprenticeship Programs

(c) Total number of apprentices used to date on Contract

(d) New approved registered apprenticeship programs (if any) established as a result of this Contract

(e) Total number of on-the-job training hours

(f) Total number of classroom training hours

(g) Brief description of effort to meet Labor/Trade Plan goals.

(3) The Contractor shall submit the reports electronically to pbsapprentice@gsa.gov with a copy to the Contracting Officer. The report form in Microsoft® Excel electronic format will be provided upon award of the Contract.

(4) Quarterly reports are due on the 30th calendar day (or next business day) following the end of each quarter. Each quarter under this Contract will end March 31, June 30, September 30 and December 31 of each calendar year.

III.S. Equal Employment Opportunity Plan

(1) Within 30 days following award, the Contractor shall furnish the Contracting Officer with an EEO Compliance Plan. The plan shall include the following:

(a) Name of contractor’s EEO Manager for the contract and point of contact information. The EEO Manager is responsible for:

(i) Monitor all employment-related activity to ensure that the Contractor’s equal employment policy is being carried out;

(ii) Submit reports as may be required by the Government; and
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(iii) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(a) Address how the contractor intends to include the EEO provisions of the contract in all subcontracts in excess of $10,000.

(b) Address what type of efforts will be used to ensure equal employment opportunity in accordance with FAR 52.222-27 Affirmative Action Compliance Requirements for Construction. Discuss organized meeting with subcontractors, labor organizations and/or other community stakeholders. Meetings should focus on increased employment opportunities, perceived problems and working to achieve the goals established. DOL representatives are available to participate in such meetings.

(2) During the performance of this contract, the Contractor shall submit to the Contracting Officer semi-annually an EEO Compliance Report containing the following:

(a) List of awarded subcontractors by trade, date of award and amount of subcontract. If subcontract is in excess of $10,000, date the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor was notified of award.

(b) Narrative of actions taken to comply with the affirmative action procedures in paragraphs (g)(1) through (g)(16) of FAR 52.222-27.

(c) List participation in any voluntary associations that may assist in fulfilling the contractor’s affirmative action obligations.

(3) Semi-annual reports are due on the 30th calendar day (or next business day) following the March 31st and September 30th.

III.T. Additional Terms and Conditions

A. Green Product Requirements: The contractor must comply with any applicable green product requirements identified in the PBS Mid-Atlantic Region Green Product Requirements. This document is located at http://gsa.gov/portal/content/140703.

B. The following information supplements III.A.14(f), Security Clearances

SECURITY REQUIREMENTS AND PERSONAL IDENTITY VERIFICATION AND CREDENTIALING PROCEDURES FOR CONTRACTORS (NON-CLASSIFIED CONTRACT)
(A) Submission of Forms. All contract employees requiring access to the building will be responsible to fill out and complete security clearance forms and fingerprint cards prior to being allowed access to the building. Instructions and how to access all forms shall be provided by the government after award. Depending on the level of responsiveness and timeliness of individual contract employees, a minimum of fifteen (15) days shall be allowed for the completion and submission of all forms to be returned to the government from the applicant for review. Replies to submissions from the government on completed applications can be expected within fifteen (15) days of when all forms have been provided for review. Instructions on the clearance process, the forms to be used and where the forms are to be returned will be provided by the government after award.

Security clearance forms shall be submitted for those officers of the firm, who for any reason, may visit the work site during the period of this contract and for all employees (including those of subcontractors) who will require access to the building in performance of the contract work. These forms shall be submitted for replacement employees fifteen (15) days before they require physical access to the site.

(B) Unsuitable Employees. If the Contracting Officer receives an unsuitable report on any contract employee after processing of these forms, or if the Government finds a prospective contract employee to be unsuitable or unfit for his assigned duties, the contractor shall be advised immediately by the Contracting Officer that such employee cannot continue to work or to be assigned to work under the contract. The contractor must then take action to remove the employee from the GSA contract.

(C) Criteria for Eligibility. The principal factors used in the adjudication process in determining whether a person’s conduct would be expected to interfere with the ability of the applicant(s) to function in the position, or if the applicant’s past conduct was such that the safety of Federal employees and/or visitors to delegated an/or GSA-controlled facilities would be in jeopardy, are outlined below:

(a) Any type of misconduct or negligence in prior employment which would have an effect on the quality of security and protection provided to customer agencies, or prior conduct which would interfere with and/or prevent a Federal agency from carrying out its operational responsibilities;

(b) Criminal or dishonest conduct related to the duties to be assigned to the applicant/employee and/or the performance of such duties. The following crimes are acts which could disqualify prospective or regular employees:

- Abuse or neglect of a child or other dependent person entrusted to their care.
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- Child molestation
- Forcible or statutory rape
- Possession and sale of narcotics and/or dangerous drugs
- Arson
- Murder
- Kidnapping
- Robbery
- Burglary
- Larceny
- Theft
- Aggravated assault
- Buying, receiving or possessing stolen property
- Embezzlement, forgery, counterfeiting
- Fraud
- Under ATF Standards, any felony (for guards only who are required to carry firearms).
- Falsifying a personal history application

(D) Prior Clearance. Contract employee clearances obtained through this process may be valid if the clearance can be confirmed to be valid, of equal or higher level than required of this project and there is no break in service.

(E) Compliance with Security Requirements.

(a) The Contractor shall comply with all GSA and tenant agency security requirements in the building(s) where work is being performed.

(b) When a Physical Access Control system is used by a tenant agency at a site where work is performed, the tenant agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the tenant agency or GSA.

(F) Identification Credential

(a) When GSA initiates a minimum of a National Agency Check with Written Inquiries (NACI) security clearance and receives a favorable initial suitability determination, the contractor may be issued a Personal Identity Verification (PIV) credential permitting regular access to the building(s) where work is being performed and regular access to IT systems as authorized.
(b) Contractor employees with credentials shall be required to comply with all applicable access security screening procedures applicable to Government or other personnel possessing similar credentials.

(c) All Contractor or subcontractor employees possessing credentials shall visibly display their credentials at all times while in the building(s) where work is being performed.

(d) The Contractor shall be responsible for ensuring that all identification credentials are returned to the Government when a particular Contractor or subcontractor employee will no longer be providing service under the Contract at the building(s) covered by the credential.

(e) The Contractor shall notify the Government when credentials are lost. If the Contractor is determined to be negligent, the Contractor shall be responsible for reimbursing the Government for its cost in issuing a replacement credential.

(G) Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

(H) Removal from Contract Work

(a) As provided in the GSAR clause at 552.237-71, entitled "Qualifications of Employees", the contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property under Government control, should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable.

(b) A contractor employee may also be removed where the continued employment of the contractor employee in connection with the Government work is deemed, in the Government's sole discretion, contrary to the public interest, inconsistent with the best interests of security, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

(c) Where a contractor employee is granted a preliminary suitability determination, and an unfavorable final suitability determination is later rendered, the Government may insist on the contractor employee's removal from the work site and from other work in connection with the Contract.
(d) The Contractor shall be responsible for providing replacement employees in cases where contract employees are removed at no additional cost to the Government.

(i) Sensitive But Unclassified (SBU) Building Information

Dissemination of sensitive but unclassified paper and electronic building information shall be made on a “need to know” basis.

(J) Suitability Determinations

(a) All contract employees requiring routine unescorted access to Federally controlled facilities and/or information systems for more than 6 months (Long term contract employees) will be required to undergo a suitability determination before a facility identification card is issued. Upon receipt of a favorable pre-employment check and prior to the time that a favorable suitability determination is completed, such Regular Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.

(b) Failure of a long term contract employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the Contract.

(c) Contract employees working less than 6 months (Temporary Contractors) may, at the Government’s option, be required to undergo a lesser form of suitability determination. Prior to the time that an identification card is issued, if at all, such Temporary Contractors will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable. Temporary Contractors who require routine access to GSA facilities for less than 6 months will require at minimum a law enforcement check to receive unescorted access.

(d) Temporary Contractors who have not received a favorable suitability determination shall be escorted at all times while in non-public space, as directed by the Government.

(e) The Government, at its sole discretion, may grant preliminary suitability determinations to Long Term or Temporary Contractors. However, the granting of a preliminary suitability determination to any such employee shall not be considered as assurance that a final favorable suitability determination will follow.

(f) The Contracting Officer or his/her designated representative shall provide the
Contractor with required forms for obtaining necessary clearances. The Contractor shall be required to cause such completed forms to be returned to the Government for processing not later than fifteen (15) days following those initial forms and instructions being provided by the Government.

(g) The Contractor shall be responsible for planning and scheduling its work in such a manner as to account for facility access issues. Difficulties encountered by the Contractor in gaining access to facilities by its employees and subcontractors shall not be an excuse to any Contractor performance under the Contract.

GSA ACCESS CARD: CONTRACTOR’S TRAVEL COSTS

A. Contractor personnel who require routine access to GSA-controlled facilities for more than six months and/or access to government information technology (IT) systems must receive a favorable HSPD-12 security background investigation. Filling out the form for a National Agency Check with Inquiries (NACI) clearance takes about 4 hours, on average. Individual contractor employee involvement in processing, getting questions answered, fingerprints, etc. takes another one hour, on average. Times may vary depending on individual circumstances and the level of clearance required.

B. Following a favorable HSPD-12 security background investigation, contractor personnel will be required to obtain a GSA Access Card at a designated location. The following information is provided to assist the contractor in estimating the costs associated with this requirement. The contractor will be expected to utilize the nearest credentialing site to their offices or place of contract performance. The credentialing station may be a mobile station in the area or credentialing stations may be located through the following: http://www.fedidcard.gov/centerlocator.aspx. Credentialing centers that are listed as “Open to all Agency personnel” means that they are open to personnel from any GSA Managed Service Office (MSO) customer agency including GSA contractors. Credentialing centers that are listed as “For use by personnel from this Agency only” means that they are only open to personnel of the agency that is hosting that credentialing center. Currently a minimum of two visits to a credentialing center are required to enroll and activate the card once received. Travel distance to a credentialing center will vary based on availability of enrollment and activation stations. If there is a problem activating the GSA Access Card, one additional visit to the credentialing center may be required. Additional visits to a credentialing center may also be required if the card holder needs to: renew a GSA Access Card that has expired or will expire within 60 days; have new certificates downloaded to the GSA Access Card because the current certificates on the card have expired or will expire within 60 days; or replace a lost, stolen, or damaged GSA Access Card. Each visit to a credentialing center is scheduled for 15 minutes.
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C. If a GSA Access Card is required, the contractor is responsible for all travel and labor costs associated with fingerprinting to meet background investigation requirements and GSA Access Card enrollment and activation to meet HSPD-12 requirements. Travel costs are comprised of mileage, vehicle rental or other modes of transportation, per diem, and lodging.

These costs are considered reasonable to the extent that they do not exceed on a daily basis the maximum rates in effect at the time of travel as set forth in the Federal Travel Regulation, Chapter 301 – Temporary Duty (TDY) Travel Allowances, which can be accessed at the following website: http://www.gsa.gov/ftr. Information on Privately Owned Vehicle (POV) Mileage Reimbursement Rates can be accessed at the following website: http://www.gsa.gov/travelpolicy.

C. GENERAL INDUSTRY SAFETY AND HEALTH STANDARDS.

The Department of Labor OSHA requires that all contractors involved in construction on Government owned or leased property comply with the Incorporation of General Industry Safety and Health Standards applicable to Construction Work and Technical Amendments, Final Rule 29 CFR Parts 1910 and 1926 as published in the Federal Register Volume 58, No. 124, June 30, 1993. In addition, any Contractor that performs construction type work on any GSA project as defined by the Scope of the referenced regulation is required to (1) provide and maintain his own protective equipment and devices, etc; and (2) require all subcontractors used on site to follow these same provisions in the regulation.

D. SAVE HARMLESS AND INDEMNITY AGREEMENT.

The Contractor shall save and keep harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, or in connection with his selling or offering to sell construction materials on the site, resulting in whole or in part from the negligent acts or fault of Contractor, any subcontractor, or any employee, agent, or representative of Contractor or any subcontractor.

E. The following information supplements III.A.12, Insurance Requirements if hazardous materials are removed, transported or disposed of as part of this contract:

POLLUTION LIABILITY INSURANCE.

Hazardous Material shall mean any hazardous or toxic substance or waste as defined in Document: C101 / JUL 2015
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any environmental law, regulation, rule, ordinance, by-law, order or determination of any
governmental or judicial authority at the federal, state, or local level applicable to the
relevant site. It includes, but is not limited to, any petroleum or petroleum product, asbestos,
polychlorinated biphenyls (PCB’s), contaminated equipment, and underground and
aboveground storage tanks and the contents thereof.

The contractor shall provide to GSA the scheduled insurance coverage described below,
without exclusion, for liabilities arising out of the removal and transportation of hazardous
materials. All insurance shall be provided to GSA by the contractor or its subcontractor
performing the work and name GSA as an additional insured and certificate holder.

The coverage shall be a minimum of $1,000,000.00 per occurrence for all projects. If
the contractor provides sufficient written proof to the Contracting Officer that occurrence
coverage is not available from the insurance industry for the required coverage but is
available on a claims made basis, then such coverage shall begin on the date of the
contract award and shall survive for a minimum of three (3) years following the date that the
last of any hazardous materials were removed, transported, disposed of and/or deposited at
an appropriate EPA licensed facility. If insurance is available from the insurance industry on
an occurrence basis, coverage shall survive the period of performance of this contract and
beyond until such time as is reasonable that a claim might arise out of the work performed,
such period of time being no less than seven (7) years. Additionally, all insurance coverage
shall survive until all hazardous materials are disposed of in an ultimate EPA licensed
disposal facility, including an incinerator, and until all federal, state and local environmental
requirements have been complied with, whether such compliance is the obligation of the
contractor, its subcontractor, GSA or other third parties. All disposal facilities shall provide
GSA written evidence that they are licensed EPA disposal facilities and that they maintain
pollution liability insurance of not less than $1,000,000.00, which covers all claims arising
from the disposal facilities’ handling and storage of the hazardous materials. Pollution
liability insurance for the transportation of the hazardous material may be carried by the
transporter with limits not less than $1,000,000.00 per occurrence and, unless otherwise
waived in writing by the Contracting Officer, shall name GSA and the contractor as
additional insured.

F. Standard of Conduct:
Contractor and contractor’s representatives shall demonstrate a cooperative, positive,
welcoming, respectful, professional, and businesslike demeanor and shall present a neat,
job-appropriate (professional) appearance.

G. CPM Project Schedule – Additional Requirements
Please see Division One, Section 013200 – Construction Progress Documentation
H. Photography Services

Please see Division One, Section 013233 – Photographic Documentation

IV. Contract Clauses

IV.A. Clauses Incorporated In Full Text

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

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

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

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

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

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

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

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

(1) The product cannot be acquired—
   (i) Competitively within a time frame providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:
   (i) Spacecraft system and launch support equipment.
   (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

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

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

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

   (2) Submit this report no later than—
       (i) October 31 of each year during contract performance; and
       (ii) At the end of contract performance.

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

   (a) Definitions. As used in this clause—

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

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

   (b) The Contractor, on completion of this Contract, shall—
(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

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

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

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

(5) 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.

(6) Buy American Requirements

52-22511 Buy American —Construction Materials under Trade Agreements (MAY 2014)

(a) Definitions. As used in this clause—

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

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

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

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

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

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

“Cost of components” means—

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

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

“Designated country” means any of the following countries:

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

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

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

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

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

“Domestic construction material” means—

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

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

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

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

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

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

(1) Is wholly the growth, product, or manufacture of a least developed country; or

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

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

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

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

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

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and
Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate “none”]

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign
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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

<table>
<thead>
<tr>
<th>Construction Material Description</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Price (Dollars)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1:</td>
<td></td>
<td></td>
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<tr>
<td>Foreign construction material</td>
<td></td>
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</tr>
<tr>
<td>Domestic construction material</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 2:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Foreign construction material</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic construction material</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

[Include other applicable supporting information.]

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

(End of clause)

(7) **Project Labor Agreement (PLA)**

This Project Labor Agreement section is binding on the Contractor if the proposal selected for award was subject to PLA requirements. If the proposal selected for award was not subject to PLA requirements, this section is not binding on the Contractor.

52.222-34, Project Labor Agreement (May 2010) (DEVIATION July 2011)

(a) Definitions. As used in this clause—

“Labor organization” means a labor organization as defined in 29 U.S.C. 152(5).

“Project labor agreement” means a pre-hire collective bargaining agreement with the labor organizations having jurisdiction over the trades involved in the construction of the project that establishes the terms and conditions of employment for a specific construction project and is an agreement described in 29 U.S.C. 158(f).
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(b) The Contractor shall maintain in a current status throughout the life of the contract the project labor agreement entered into prior to the award of this contract in accordance with solicitation provision 52.222-33, Notice of Requirement for Project Labor Agreement.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts with subcontractors engaged in construction on the construction project. (End of Clause)

(8) Additional Clauses

IV.B. Clauses Incorporated by Reference

The following FAR/GSAR clauses are supplemented in Section III, Terms and Conditions: 52.211-10, 52.211-12, 52.211-13, 52.228-5, 52.232-5, 52.232-27, 52.236-1, 52.236-6, 52.236-11, 52.236-21, 552.228-5, 552.236-77, 552.236-78, 552.236-79 and 552.246-72.

(1) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may also be accessed electronically at this address:

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

(2) Federal Acquisition Regulation (FAR) clauses:

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(3) **GSA Acquisition Regulation (GSAR) clauses:**

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<td>Mentor Requirements and Evaluation</td>
<td>MAR 12</td>
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<td>552.227-70</td>
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<td>552.229-70</td>
<td>Federal, State, and Local Taxes</td>
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<td>Definitions</td>
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<td>Authorities and Limitations</td>
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<td>552.236-74</td>
<td>Working Hours</td>
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<td>552.236-75</td>
<td>Use of Premises</td>
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<td>Measurements</td>
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<td>Specifications and Drawings</td>
<td>SEP 99</td>
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<td>552.236-78</td>
<td>Shop Drawings, Coordination Drawings, and Schedules</td>
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<td>552.236-79</td>
<td>Samples</td>
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<td>Heat</td>
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<td>Subcontracts</td>
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<td>Equitable Adjustments</td>
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<td>552.246-72</td>
<td>Final Inspection and Tests</td>
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</tbody>
</table>

**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:**

<table>
<thead>
<tr>
<th>NUMBER</th>
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Document: C101 / JUL 2015
(The Agreement)
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<tr>
<th>Clause Number</th>
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<tr>
<td>52.203-7</td>
<td>Anti-Kickback Procedures</td>
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<td>52.203-10</td>
<td>Price or Fee Adjustment for Illegal or Improper Activity</td>
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<td>52.203-12</td>
<td>Limitation on Payments to Influence Certain Federal Transactions</td>
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<tr>
<td>52.203-13</td>
<td>Contractor Code of Business Ethics and Conduct</td>
<td>APR 10</td>
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<td>52.203-14</td>
<td>Display of Hotline Poster(s) (If Contract is Greater than $5 Million or Performance Period is Greater than 120 Days)</td>
<td>DEC 07</td>
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<td>52.204-9</td>
<td>Personal Identity Verification of Contractor Personnel</td>
<td>JAN 11</td>
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<td>52.204-10</td>
<td>Reporting Executive Compensation and First-Tier Subcontract Awards</td>
<td>JUL 13</td>
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<tr>
<td>52.204-14</td>
<td>Service Contract Reporting Requirements (Applies to contracts greater than $2.5M)</td>
<td>JAN 14</td>
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<td>52.215-2</td>
<td>Audit and Records-Negotiation</td>
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<td>52.215-12</td>
<td>Subcontractor Cost or Pricing Data</td>
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<tr>
<td>52.215-13</td>
<td>Subcontractor Cost or Pricing Data—Modifications</td>
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<td>52.215-15</td>
<td>Pension Adjustments and Asset Reversions</td>
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<td>52.215-18</td>
<td>Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions</td>
<td>JUL 05</td>
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<td>52.222-4</td>
<td>Contract Work Hours and Safety Standards—Overtime Compensation</td>
<td>MAY 14</td>
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<td>52.222-6</td>
<td>Construction Wage Rate Requirements</td>
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<td>Withholding of Funds</td>
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<td>52.222-8</td>
<td>Payrolls and Basic Records</td>
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<td>Apprentices and Trainees</td>
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<td>52.222-10</td>
<td>Compliance with Copeland Act Requirements</td>
<td>FEB 88</td>
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<td>Contract Termination—Debarment</td>
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<td>52.222-13</td>
<td>Compliance with Construction Wage Rate Requirements and Related Regulations</td>
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(2) GSA Acquisition Regulation (GSAR) Clause(s):

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<tr>
<td>552.215-70</td>
<td>Examination of Records by GSA</td>
<td>FEB 96</td>
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</table>

(3) Agreement Clause(s):

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