

**Construction Contract for:**  
**Sioux Falls Courthouse IRA Window Replacement**  
**400 S. Phillips Ave,**  
**Sioux Falls, South Dakota 57104-6851**  
**Solicitation No: 47PJ0025R0025**

**The Agreement**

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## **I. Project Information**

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

This project is for window replacements at the historic Federal Sioux Falls Courthouse in Sioux Falls, SD. The project entails removal of existing windows and installing new Low Embodied Carbon (LED) windows within the building. This is an Inflation Reduction Act (IRA) project that requires specific installed glazing meeting the IRA glass requirements and reporting. The historic aspect of the building requires contractors to preserve the existing structure to the extent required by regulation as stated in the statement of work. The contractor shall be responsible for providing all labor, materials, equipment, and supervision to perform all work required within the statement of work and attachments to deliver a complete and usable facility.

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

The Contract consists of the SF1442, the Agreement, the Statement of Work, Specifications, Drawings, Exhibits, Amendments, Modifications, and other Attachments identified herein (collectively, the Contract Documents). The Contract contains the entire agreement of the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict or modify any part of the Contract.

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

### **I.C. Period of Performance**

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

(2) *Substantial Completion.* The Contractor shall achieve Substantial Completion of the Work, as that term is defined in this Agreement, no later than 390 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 60 calendar days of Substantial Completion.

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

See the Statement of Work and associated attachments.

### **I.E. Authorized Representatives**

(1) This Contract is between the United States of America, acting by and through the Administrator of General Services (GSA), and the Contractor (the Parties). References in this Contract to "the Owner" or "the Government" shall be understood to refer to GSA. The following individual is designated as the only

authorized GSA representative under this Contract, unless other warranted contracting officers are designated in writing:

<b>Authorized Representative Information:</b>
Contracting Officer's Information
Name: Sarah Callies
Address: One Denver Federal Center Bldg. 41, Lakewood, Colorado 80225
Telephone: (303) 880-5133
Email: sarah.callies@gsa.gov

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

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

In accordance with GSAR 552.211-12, Liquidated Damages – Construction, in Section IV of this Agreement, liquidated damages shall be calculated at the rate of \$0.00 (none) per calendar day.

#### **I.G. Buy American Exceptions**

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

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

The following documents are incorporated by reference into this Contract

(1) SOW - Sioux Falls Courthouse IRA Window Replacement (Dated 15 January 2025)

- Attachment 1 - USR\_v4 - 3-1-2024 - SF Window Replacement
- Attachment 2 - Vendor Manual September 2023
- Attachment 3 - GSA SD Asbestos Pre-alt Inspection SOW
- Attachment 4 - GSA Lead Pre-Alteration Assessment SOW
- Attachment 5 - GSA Rapid City USMS Asbestos Abatement Requirements
- Attachment 6 - GSA SD 3rd Party Abatement Clearance Requirements
- Attachment 7 - GSA Base Lead Management Requirements
- Attachment 8 - P100 2024 Final
- Attachment 9 - Supplemental Pricing and Invoicing Instructions IRA
- Attachment 10 - Glass - GSA IRA Low Embodied Carbon Requirements
- Attachment 11 - 23535 Sioux Falls Courthouse IRA Window Replacement Submittal\_ Reporting Form Attachment 12 - Post Award Allocation Form IRA
- Attachment 13 - IRA Project Submittal Form and Data Dictionary
- Attachment 14 - Fire Protection MOP and Firewatch Log Example
- Attachment 15 – 2014 Asbestos Inspection

(2) Specifications Sioux Falls Courthouse IRA Window Replacement

## (3) Construction Drawings for Sioux Falls Courthouse IRA Window Replacement

## (4) Wage Determination SD20250028, Dated 03 January 2025

**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**

The proposal shall be submitted using Attachment 2 – Bid Sheet with pricing reflected for each category noted on the sheet as applicable.

The contract will consist of the following CLIN with Total Construction Costs:

CLIN	Price
CLIN 0001 Acquisition and installation of low embodied carbon glass and associated expenses	\$ _____

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

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

FAR 52.211-10, Commencement, Prosecution, and Completion of Work and GSAR 552.211-10, Commencement, Prosecution and Completion of Work is supplemented as follows:

The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of the Work, as defined in GSAR 552.211-70 Substantial Completion (Mar 2019) and the time specified in Section I (Project Information), "Period of Performance" clause. If the Contract specifies different completion dates for different phases or portions of the Work, the Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of such phases or portions of the Work within the times specified.

#### **III.B. Contractor Responsibilities**

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

(1) The Contractor shall secure and pay for all necessary permits and governmental fees, licenses, and inspections that are customarily secured after award of the Contract and that are legally required at the time of award. The Contractor shall provide a copy of the permits required for execution of the work to the Contracting Officer prior to commencement of any related work.

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

FAR 52.236-21, Specifications and Drawings for Construction, GSAR 552.236-72, Submittals located in Section IV.A. of the Agreement is supplemented as follows:

(1) The Contractor shall prepare and submit to the Contracting Officer shop drawings, samples, calculations, product information, mockups, and other submittals (collectively, "submittals") demonstrating compliance with Contract requirements for all Work components as specified elsewhere in this Contract.

#### **III.D. Finality of Contract Modifications**

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

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

The Contractor acknowledges that time is of the essence for the performance of the Work, and that determining actual damages from delay would be extremely difficult and impractical. If the Contractor fails to achieve Substantial Completion of the Work in accordance with FAR 52.211-12, Liquidated Damages and GSAR 552.211-12, Liquidated Damages and the time specified in this Contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified in Section I

(Project Information), paragraph entitled, “*Liquidated Damages Rate*,” for each calendar day following the required completion date that the Work is not Substantially Complete.

### **III.F. Insurance Requirements**

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

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

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

(c) Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

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

### **III.G. Order of Precedence**

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

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

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

(1) The Contractor shall provide an itemized invoice detailing the amounts requested under each firm-fixed price CLIN and SubCLIN set forth in the Contract Price Form. Itemized invoices shall reflect progress on each CLIN and SubCLIN and should reflect the latest Schedule of Values. Provide updated IRA Project Submittal Form (Construction Team section) in accordance with the minimum frequency as defined by the submittals noted on the LEC, E&ST and HPGB instruction tabs on the IRA Project Submittal Form. These constitute the minimum required submittals. The Contracting Officer may

determine a more frequent submission based on the nature of the project. See Specification, Division One, Submittal Procedures, 013300 and Payment Procedures, 012900.

The Contractor shall submit GSA's IRA Post Award Allocation Form, attached, within 20 days of contract award.

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

(3) *Payments.* FAR clause 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented by GSAR 552.232-5 Payments under Fixed-Price Construction Contracts located in Section IV.A. of this Agreement. In accordance with the relevant FAR and GSAR clauses, GSA requires the following data be included with each invoice:

(a) Invoices shall be submitted electronically to the designated billing office specified in this Contract or in individual delivery/work orders. An electronic copy of the invoice shall be sent to the CO and COR as designated after award.

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

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

(i) 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: N/A

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

(a) Progress Payments: 14 days

(b) Subsequent Subcontractor Payments: 7 days

(5) *Payment Information.* The General Services Administration (GSA) makes information on contract payments available electronically at [Office of the Chief Financial Officer](#). The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

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

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

(b) To obtain an EOD determination, Contractor shall submit for all such personnel fingerprints on Form SF87 and a completed Contractor Information Worksheet (CIW). Detailed information is available at [GSA Access Card](#). USAccess Credentialing Centers can be located at [US Access Centers](#).

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

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



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

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

1. Authorized recipients.

a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as “active” in the System for Award Management (SAM) database at [www.sam.gov](http://www.sam.gov), and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.

b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:

a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800- 171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.

b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.

i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.

ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.

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

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.

5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.

6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this 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.

7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at [gsa-ir@gsa.gov](mailto:gsa-ir@gsa.gov). If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

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

[End of clause]

### **III.I. Non-Compliance with Contract Requirements**

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

### **III.J. Requirements for GSA Information Systems**

#### **Safeguarding Sensitive Data and Information Technology Resources**

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

1. CIO P 2100.1K GSA Information Technology (IT) Security Policy
2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 2100.3C Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A CIO CHGE 1 GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1 C CHGE 1 GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4A Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy
11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
14. CIO IL-13-01 Mobile Devices and Applications
15. CIO 2102 Information Technology (IT) Integration Policy
16. HCO 9297.1 GSA Data Release Policy
17. HCO 9297.2B GSA Information Breach Notification Policy
18. ADM P 9732.1 D Suitability and Personnel Security.

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

### **III.K. Additional Terms and Conditions for Projects Requiring LEC Construction Materials**

#### **(1) Limited Notice to Proceed with Post-award Low Embodied Carbon Materials Research Report.**

If any of the Contractor's IRA Limit Commitments do not correspond to the subject material's Top 20% Limits, notice to proceed with the project entails only a limited notice to proceed with the Low Embodied Carbon Materials CLIN.

Specifically, Contractor shall only proceed with preparation of a Low Embodied Carbon Materials Research Report explaining why such IRA Limit Commitments did not correspond to the subject material's Top 20% Limits. Additionally, to the extent applicable, the Contractor shall also explain why any IRA Limit Commitments did not meet the subject material's Top 40% Limits.

For each IRA-Eligible Material not meeting Top 20% Limits, the report shall detail: the Contractor's process for seeking Top 20% and Top 40% materials; sources contacted; sources of Top 20% and Top 40% materials identified (if any); and the reason why the Contractor did not commit to furnish Top 20% or Top 40% materials identified (if any) (e.g., insufficient supply, schedule delays, unreasonable cost).

The Low Embodied Carbon Materials Research Report is due within 5 business days of notice to proceed. Following submission of its report, Contractor shall request that the Contracting Officer issue an unrestricted notice to proceed.

Note: Contractor shall not place orders for any IRA-Eligible Materials until it has received an unrestricted notice to proceed. Contractor consents to unrestricted GSA use of supplier names and the GWP values referenced in the Low Embodied Carbon Materials Research Report. This information may be disclosed publicly or used to inform other low embodied carbon procurement activities. Technical solutions, supplier pricing and supplier-offeror terms and conditions will not be shared. Any objection shall be transmitted to the Contracting Officer with the Low Embodied Carbon Materials Research Report and shall adhere to 41 C.F.R. § 105-60.601.

(2) Market Reports. Within 10 business days following contract award, the Contractor shall provide the Contracting Officer with a current Market Report on IRA-Eligible Materials referenced in the Solicitation's Sustainability Factor self-scoring table. The Market Report shall evaluate materials available in the quantities and timeframes required by the Contract, prioritizing data on materials compliant with Top 20% and Top 40% Limits. The Market report shall detail:

- the Contractor's process for seeking IRA-Eligible Materials meeting each material's respective Top 20% and Top 40% Limits;
- sources contacted;
- sources of Top 20% and Top 40% materials identified (if any); and
- actual or estimated pricing and environmental product declaration GWP values for each identified material.

The Contractor shall furnish an **Updated Market Report** 90 calendar days following submission of the initial report.

**Note:** Contractor consents to unrestricted GSA use of supplier names and the GWP values referenced in Market Reports. This information may be disclosed publicly or used to inform other low embodied carbon procurement activities. Technical solutions, supplier pricing and supplier-offeror terms and conditions will not be shared. Any objection shall be transmitted to the Contracting Officer with Market Reports and shall adhere to 41 C.F.R. § 105-60.601.

**Note:** Upon award, the Contracting Officer shall provide the contractor with supplier names and the GWP values associated with supplier materials obtained through the competition. The Contracting Officer **shall**

**not** share technical solutions, supplier pricing, or supplier-offeror terms and conditions. If a vendor specifically objected to disclosure of supplier names and/or GWP values associated with supplier materials in accordance with 41 C.F.R. § 105-60.601, Contracting Officers shall not share this information with the contractor. Similarly, if the contractor has specifically objected to disclosure of supplier names and/or GWP values associated with materials provided or identified under the Low Embodied Carbon Materials Research Report and/or Market Reports in accordance with 41 C.F.R. § 105-60.601, GSA officials shall not share this information with the public.

## IV. Contract Clauses

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

#### 1. 52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2024)

a) *Definitions.* As used in this clause—

*Covered article*, as defined in [41 U.S.C. 4713\(k\)](#), means—

- (1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ([47 U.S.C. 153](#));
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201–1.303\(d\)](#) and [\(e\)](#):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Intelligence community*, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;

- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*National security system*, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
  - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
  - (ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase “FASCSCA order” in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSCA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSCA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSCA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR [4.2304\(c\)](#)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSCA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSCA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSCA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSCA order(s), or for products or services produced by a source subject to FASCSCA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSCA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSCA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSCA order(s) identified in paragraph (b) of this clause, or a new FASCSCA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to

both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their



subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of clause)

**2. FAR 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024)**

(a) Definitions. As used in this clause—

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101 <https://www.govinfo.gov/link/uscode/7/8101>) (7 CFR 3201.2 (<https://www.ecfr.gov/current/title-7/section-3201.2>)).

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials—

(1) That are listed by USDA in a procurement guideline (7 CFR part 3201, subpart B (<https://www.ecfr.gov/current/title-7/part-3201/subpart-B>)); and

(2) For which USDA has provided purchasing recommendations (available at <https://www.biopreferred.gov> (<https://www.biopreferred.gov>)).

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

(c) Submit this report no later than—

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

(2) At the end of contract performance.

(End of clause)

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

(a) *Definitions.* As used in this clause—

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

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

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

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

(2) Submit this estimate to the Contracting Officer.

(End of clause)

#### **4. GSAR 552.204-9 Personal Identity Verification Requirements (APR 2023)**

(a) The Contractor shall comply with GSA personal identity verification requirements, identified in ADM 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing, and Background Investigations for Contractor Employees, if Contractor employees require access to GSA controlled facilities or information systems to perform contract requirements. The Contractor can find the CIO policy and additional information at <https://www.gsa.gov/resources/for-federal-employees/access-gsa-facilities-and-systems-with-a-piv-card>.

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

(End of clause)

#### **5. GSAR 552.252-6 Authorized Deviations in Clauses (NOV 2021)(Deviation FAR 52.252-6)**

(a) Deviations to FAR clauses. This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by—

(1) The addition of “(DEVIATION)” after the date of the FAR clause when an authorized deviation to a FAR clause is being used, and

(2) The addition of “(DEVIATION FAR (clause number))” after the date of the GSAR clause when a GSAR clause is being used in lieu of a FAR clause.

(b) Deviations to GSAR clauses. This solicitation or contract identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) 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. FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)**

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established

procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

## **7. Buy American Requirements**

### **FAR 52.225-9 Buy American-Construction Materials (OCT 2022)**

(a) *Definitions.* As used in this clause—

*Commercially available off-the-shelf (COTS) item—*

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

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#));

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

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

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

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

*Cost of components means—*

(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.

*Critical component* means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR [25.105](#).

*Critical item* means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR [25.105](#).

*Domestic construction material* means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron

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

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

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

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

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

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

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

(b) Domestic preference. (1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None.

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

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components.*

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components.* (1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR [25.105](#).

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

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

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

(c) Request for determination of inapplicability of the Buy American statute. (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-



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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

#### **Foreign and Domestic Construction Materials Price Comparison**

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*

<b>Item 1:</b>			
Foreign Construction Material			
Domestic Construction Material			
<b>Item 2:</b>			
Foreign Construction Material			
Domestic Construction Material			

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

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

[Include other applicable supporting information.]

(End of clause)

**8. FAR 52.228-11, Pledges of Assets (FEB 2021) (DEVIATION APR 2020)**

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

(1) Pledge of assets; and

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

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

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

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

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

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

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

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

(End of clause)

#### **9. FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)**

(a) (1) In accordance with [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#), within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

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

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

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

(End of clause)

#### **10. FAR 52.219-14 Limitations on Subcontracting (OCT 2022)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not

similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

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

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

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

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

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

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

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

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

## **11. Additional Clauses**

### **52.204-27 Prohibition on a ByteDance Covered Application. (JUN 2023)**

(a) *Definitions.* As used in this clause—

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Information technology*, as defined in [40 U.S.C. 11101\(6\)](#)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition.* Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

## **12. FAR 52.244-5, Competition in Subcontracting (DEC 96)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

### **Security Clearance Requirements (Non-Classified Contract)**

#### 1) Introduction

a) Homeland Security Presidential Directive 12 (HSPD-12) “Policy for a Common Identification Standard for Federal Employees and Contractors” mandated the implementation of a government-wide standard for secure and reliable forms of identification, also known as security credentials.

b) All contractor employees who require routine access to GSA-controlled facilities or its Information Technology (IT) infrastructure are required to be issued this type of credential.

Routine access is defined as regularly scheduled access to Government facilities for a period greater than six (6) months.

c) Prior to being issued this form of identification, each individual must have both their identity

and trustworthiness proven. This is accomplished by conducting a personnel security investigation (Tier 1) and a Federal Bureau of Investigation (FBI) Criminal History Fingerprint check. All contractors seeking to conduct business on or within federal facilities that are controlled and operated by the Federal Government are required to have a personnel security investigation conducted.

d) Contractors require a favorable initial suitability determination based off the submission of a Tier 1 to receive an identification credential meeting HSPD-12 requirements.

e) The Contractor is responsible for returning all HSPD-12 badges to GSA upon project completion.

## 2) Clearance Type

### a) Long-Term Contractor Clearance Tier 1

i) This section covers the procedures for obtaining a security clearance for contractors working on GSA-controlled facilities.

ii) The Tier 1 clearance is required for contractors who require access for more than six (6) months and those who need Information Technology (IT) access (regardless of how long they will be working on a GSA-controlled facility).

iii) Procedures for each Tier 1 applicant to be cleared:

a. The prime contractor will provide to the contracting officer the name, email address and phone number of the prime contractor point of contact (POC) who will be handling the clearance process for the applicants. The contracting officer (CO) or contracting officer's representative (COR) will create the CIW for this contract and send it to Zone D. (Note: Submission of the CIW to Zone D by the CO or COR will trigger Zone D to send all forms and instructions to the contractor POC. Zone D will also recommend HSPD-12 and e-Qip training for the prime contractor POC.)

b. The prime contractor POC will submit to the Contracting Officer and COR, and then maintain throughout the course of the contract, a list of all prime contractor employees (applicant) and subcontractor employees (applicant) who are required on the project using the form: Requesting Official (RO) Contractor Approval List.

c. Each applicant for the HSPD-12 compliant Tier 1 credential will complete section 1 of the CIW and return the CIW to the POC. The POC is responsible to submit all completed CIW's via email to [zoned-hspd12@gsa.gov](mailto:zoned-hspd12@gsa.gov). (Note: applicants for the Tier 1 credential will not be eligible for escort during credential processing.)

d. The applicant will then receive an email that will invite them to apply to e-QIP, and they will also receive an email with an invite to an enrollment appointment for fingerprinting.

e. The applicant must complete the enrollment appointment before completing e-Qip.

f. Following the instructions in the invitation to apply to e-Qip email, the applicant will log into e-Qip and complete a background history questionnaire.

g. As per the instructions in the invitation to apply to e-Qip email, the applicant is also required to complete the Declaration for Federal Employment OF-306.

(Note: Digital signatures are not accepted, all questions must be checked, answered, or marked NA. The completed OF-306 must be signed, scanned into a PDF and uploaded to E-Qip.)

h. As per the instructions in the invitation to apply to e-Qip email, the applicant is

also required to complete the Authorization to Obtain Credit Report 3665.

(Note: Digital signatures are not accepted. The completed 3665 must be signed, scanned into a PDF and uploaded to E-Qip.)

- i. After completing steps e-h above, the applicant is required to certify that their answers are true, electronically sign and submit the e-QIP application.
- j. Office of Mission Assurance (OMA) will notify the applicant directly if any errors occurred when completing the e-QIP application.

(Note: Failure to respond to these messages will result in delay of their Tier 1 or termination of e-Qip.)

k. A contractor Enter on Duty (EOD) email will be received by POC and applicant upon clearance adjudication.

l. Upon completion of HSPD-12 credential processing, the applicant will be notified by email that an appointment will need to be scheduled for the HSPD-12 credential pick up and activation.

b) Escort Procedures

i) A HSPD-12 credentialed contractor may escort up to seven (7) non-cleared individuals to access GSA-controlled facilities.

ii) Escort procedures are limited to individuals needing site access for no more than fifteen (15) consecutive days.

iii) A contractor may be escorted for a total of fifteen (15) cumulative days, on either a single day or multiple day escort, per six (6) month interval, per escorted individual.

iv) Individuals in the process of obtaining the HSPD-12 credential will not be eligible for escort during the HSPD-12 adjudication period.

v) Procedures:

a. Persons being escorted must be added to the Requesting Official (RO) Contractor Approval List.

b. A current CIW for the escortee must be submitted with the updated Requesting Official (RO) Contractor Approval List by the POC.

c. The POC is responsible to submit changes to the Requesting (RO) Official Contractor List to the Requesting Official (GSA POC).

d. The POC is responsible to submit the escortee CIW no later than three (3) business days in advance of the escort date, via email to [zoned-hspd12@gsa.gov](mailto:zoned-hspd12@gsa.gov)

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

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

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

[Federal Acquisition Regulation](#)

(End of Clause)



(2) Federal Acquisition Regulation (FAR) clauses:

NUMBER	TITLE	DATE
52.202-1	Definitions	JUN 20
52.203-3	Gratuities	APR 84
52.203-5	Covenant Against Contingent Fees	MAY 14
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 20
52.203-7	Anti-Kickback Procedures	JUN 20
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 14
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 14
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 20
52.203-13	Contractor Code of Business Ethics and Conduct (Applies if the value of the Contract is expected to exceed \$6 Million and Performance Period is Greater than 120 Days)	NOV 21
52.203-14	Display of Hotline Poster(s) (Applies if Contract is Greater than \$6 Million)	NOV 21
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	NOV 23
52.204-2	Security Requirements	MAR 21
52.204-7	System for Award Management	OCT 18
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 20
52.204-13	System for Award Management Maintenance	OCT 18
52.204-14	Service Contract Reporting Requirements (Applies to contracts estimated total value of \$500,000 or greater)	OCT 16
52.204-18	Commercial and Government Entity Code Maintenance	AUG 20

NUMBER	TITLE	DATE
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 14
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 21
52.204-23	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	DEC 2023
52.204-27	Prohibition on a ByteDance Covered Application	JUN 23
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	NOV 21
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 18
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 15
52.211-10	Commencement, Prosecution, and Completion of Work	APR 84
52.211-12	Liquidated Damages—Construction (If Applicable)	SEP 00
52.211-13	Time Extensions	SEP 00
52.211-18	Variation in Estimated Quantity	APR 84
52.215-2	Audit and Records-Negotiation	JUN 20
52.215-10	Price Reduction for Defective Cost or Pricing Data	AUG 11
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	JUN 20
52.215-12	Subcontractor Cost or Pricing Data	JUN 20
52.215-13	Subcontractor Cost or Pricing Data—Modifications	JUN 20
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 97
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.219-8	Utilization of Small Business Concerns	SEP 23
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 23
52.222-3	Convict Labor	JUN 03
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	MAR 18
52.222-6	Construction Wage Rate Requirements	AUG 18

NUMBER	TITLE	DATE
52.222-7	Withholding of Funds	MAY 14
52.222-8	Payrolls and Basic Records	JUL 21
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	MAY 14
52.222-12	Contract Termination—Debarment	MAY 14
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 14
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	MAY 14
52.222-21	Prohibition of Segregated Facilities	APR 15
52.222-26	Equal Opportunity	SEP 15
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 15
52.222-35	Equal Opportunity for Veterans	JUN 20
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 20
52.222-37	Employment Reports on Veterans	JUN 20
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	NOV 21
52.222-54	Employment Eligibility Verification	MAY 22
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 22
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 22
52.223-3	Hazardous Material Identification and Material Safety Data  Alternate I	FEB 21  JUL 95
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.226-7	Drug-Free Workplace	MAY 2024

NUMBER	TITLE	DATE
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.223-21	Foams	MAY 2024
52.223-23	Sustainable Products and Services	MAY 2024
52.224-1	Privacy Act Notification	APR 84
52.224-2	Privacy Act	APR 84
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	FEB 21
52.227-1	Authorization and Consent	JUN 20
52.227-2	Notice and Assistance Regarding Patent and Copyright	JUN 20
52.227-4	Patent Indemnity—Construction Contracts	DEC 07
52.228-2	Additional Bond Security	OCT 97
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 22
52.228-14	Irrevocable Letter of Credit	NOV 14
52.228-15	Performance and Payment Bonds—Construction	JUN 20
52.229-3	Federal, State, and Local Taxes	FEB 13
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 14
52.232-17	Interest	MAY 14
52.232-23	Assignment of Claims	MAY 14
52.232-27	Prompt Payment for Construction Contracts	JAN 17
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 18
52.233-1	Disputes	MAY 14
	Alternate I	DEC 91
52.233-3	Protest after Award	AUG 96

NUMBER	TITLE	DATE
52.233-4	Applicable Law for Breach of Contract Claim	OCT 04
52.236-2	Differing Site Conditions	APR 84
52.236-3	Site Investigation and Conditions Affecting the Work	APR 84
52.236-5	Material and Workmanship	APR 84
52.236-6	Superintendence by the Contractor	APR 84
52.236-7	Permits and Responsibilities	NOV 91
52.236-8	Other Contracts	APR 84
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 84
52.236-10	Operations and Storage Areas	APR 84
52.236-11	Use and Possession Prior to Completion	APR 84
52.236-12	Cleaning Up	APR 84
52.236-13	Accident Prevention Alternate I	NOV 91
52.236-14	Availability and Use of Utility Services	APR 84
52.236-17	Layout of Work	APR 84
52.236-21	Specifications and Drawings for Construction	FEB 97
52.242-13	Bankruptcy	JUL 95
52.242-14	Suspension of Work	APR 84
52.243-4	Changes	JUN 07
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEC 2023
52.245-1	Government Property Alternate 1	SEP 21
52.245-9	Use and Charges	APR 12
52.246-12	Inspection of Construction	AUG 96
52.246-21	Warranty of Construction	MAR 94
52.248-3	Value Engineering—Construction	OCT 20
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 12
	Alternate I	SEP 96
52.249-10	Default (Fixed-Price Construction)	APR 84

NUMBER	TITLE	DATE
52.253-1	Computer Generated Forms	JAN 91

(3) GSA Acquisition Regulation (GSAR) clauses:

NUMBER	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 99
552.211-10	Commencement, Prosecution, and Completion of Work	MAR 19
552.211-12	Liquidated Damages-Construction	MAR 19
552.211-13	Time Extensions	MAR 19
552.211-70	Substantial Completion	MAR 19
552.211-72	References to Specifications in Drawings	FEB 96
552.215-70	Examination of Records by GSA (Applicable if over \$100,000)	JUL 16
552.227-70	Government Rights (Unlimited)(MAY 1989) (DEVIATION FAR 52.227-17)	MAY 89
552.228-5	Government As Additional Insured	JAN 16
552.232-5	Payments Under Fixed-Price Construction Contracts	MAR 19
552.232-39	Unenforceability of Unauthorized Obligations. (FEB 2018) (DEVIATION FAR 52.232-39)	FEB 18
552.236-6	Superintendence by the Contractor	MAR 19
552.236-11	Use and Possession Prior to Completion	MAR 19
552.236-15	Schedules for Construction Contracts	MAR 19
	Alternate I	MAR 19
552.236-21	Specifications and Drawings for Construction	MAR 19
552.236-70	Authorities and Limitations	MAR 19
552.236-71	Contractor Responsibilities	MAR 19
552.236-72	Submittals	MAR 19
552.236-73	Subcontracts	APR 84
552.229-70	Federal, State, and Local Taxes	APR 84
552.243-71	Equitable Adjustments	MAR 19
552.246-72	Final Inspections and Tests	SEP 99

Total Small Business Set-Aside

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

NUMBER	TITLE	DATE
52.219-6	Notice of Total Small Business Set-Aside	NOV 20

#### IV.C. Subcontract Requirements

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

##### (1) FAR Clauses:

NUMBER	TITLE	DATE
52.203-7	Anti-Kickback Procedures	JUN 20
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 14
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 20
52.203-13	Contractor Code of Business Ethics and Conduct (Applies if Subcontract is expected to exceed \$6 Million and Performance Period is Greater than 120 Days)	NOV 21
52.203-14	Display of Hotline Poster(s) (Applies if Subcontract is Greater than \$6 Million on the date of award)	NOV 21
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 20
52.204-14	Service Contract Reporting Requirements (Applies to contracts estimated total value of \$500,000 or greater)	OCT 16
52.204-23	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	DEC 23
52.204-27	Prohibition on a ByteDance Covered Application	JUN 23
52.215-2	Audit and Records-Negotiation	JUN 20
52.215-12	Subcontractor Cost or Pricing Data	JUN 20

NUMBER	TITLE	DATE
52.215-13	Subcontractor Cost or Pricing Data— Modifications	JUN 20
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.222-4	Contract Work Hours and Safety Standards— Overtime Compensation	MAR 18
52.222-6	Construction Wage Rate Requirements	AUG 18
52.222-7	Withholding of Funds	MAY 14
52.222-8	Payrolls and Basic Records	JUL 21
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	MAY 14
52.222-12	Contract Termination—Debarment	MAY 14
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 14
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	MAY 14
52.222-21	Prohibition of Segregated Facilities	APR 15
52.222-26	Equal Opportunity	SEP 15
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 15
52.222-35	Equal Opportunity for Veterans	JUN 20
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 20
52.222-37	Employment Reports on Veterans	JUN 20
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	NOV 21
52.222-54	Employment Eligibility Verification	MAY 22
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 22
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 22



NUMBER	TITLE	DATE
52.226-7	Drug-Free Workplace	MAY 01
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	FEB 21
52.227-1	Authorization and Consent	JUN 20
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.236-13	Accident Prevention Alternate I	NOV 91

(2) GSA Acquisition Regulation (GSAR) Clauses:

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

(3) Agreement Clauses:

In Section III of this contract, Controlled Unclassified Information (CUI) *Building Information*.