



**THE CALIFORNIA INSTITUTE OF TECHNOLOGY
JET PROPULSION LABORATORY**

**GENERAL PROVISIONS (GPs) SET FOR:
FIXED-PRICE CONSTRUCTION
SUBCONTRACT**

(located at: <https://acquisition.jpl.nasa.gov/tc/>)

GOVERNMENT SUBCONTRACT	
<p><i>This Subcontract is entered into by the Jet Propulsion Laboratory (JPL) and the Subcontractor in support of a U.S. Government Contract. JPL is a Federally-Funded Research & Development Center (FFRDC) per FAR 35.017, and is an operating division of the California Institute of Technology (“Caltech”), a private nonprofit educational institution.</i></p> <p><i>As used in the clauses referenced below and throughout this subcontract:</i></p> <ul style="list-style-type: none">• <i>Federal Acquisition Regulation (FAR) 52.202-1 (NOV 2013) “Definitions” is incorporated by reference.</i>• <i>The term “JPL Subcontracts Manager” means a person with the authority to enter into, administer and/or terminate Subcontracts and make related determinations and findings.</i>• <i>The following terms shall have the meaning set forth in FAR 2.101: “Agency head” (or “head of agency”), “commercial component,” “component,” “commercial item,” and “nondevelopmental item.”</i> <p><i>The Subcontractor shall comply with all applicable laws.</i></p>	

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ASSIGNMENT OF RIGHTS

- (a) The Subcontractor may assign its rights to be paid amounts due or to become due because of this Subcontract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any such assignment or reassignment shall be subject to the following conditions:
 - (1) Any assignment or reassignment shall cover all amounts payable under this Subcontract, and not paid as of (i) the effective date of assignment or (ii) the date JPL receives written notice of the assignment, whichever is later.
 - (2) No assignment may be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this Subcontract.
 - (3) Two copies of the notice of assignment, signed by the Subcontractor, shall be furnished to JPL, Attn: (i) Travel and Invoice Management Section, and (ii) JPL Subcontracts Manager.
 - (4) If a party other than the Subcontractor provides JPL with a notification that the amount due or to become due under this Subcontract has been assigned and that payment is made to the claimed assignee, JPL may withhold any payments due and payable under the Subcontract until JPL is furnished with either (i) verification or denial of assignment from the Subcontractor or (ii) reasonable proof that the assignment has been made.
 - (5) The Subcontractor shall not furnish or disclose to any assignee under this Subcontract any classified document (which term includes this Subcontract if access to classified material is authorized under this Subcontract) or information pertaining to classified work under this Subcontract unless JPL authorizes such action in writing.
 - (6) No assignment may be made which includes, either specifically or by implication, any delegation of the Subcontractor's duty to perform the services or provide the supplies required by this Subcontract unless such assignment and delegation is consented to by JPL in accordance with the clause "Delegation of Duties" below.

AUTHORITY OF JPL REPRESENTATIVES

- (a) No request, notice, authorization, direction, release of liability or order received by the Subcontractor and issued either pursuant to a clause of this Subcontract, to a clause of any document incorporated in this Subcontract by reference, or otherwise, shall be binding upon either the Subcontractor or JPL unless issued or ratified in writing by the JPL Subcontracts Manager, the JPL Acquisition Division Manager or by representative(s) designated in writing by either of them. Designations of authorized representatives shall define the scope and limitations of the authorized representatives' authorities.
- (b) The Subcontractor shall immediately notify, in writing, the JPL Subcontracts Manager whenever a request, notice, authorization, direction, or order has been received from a representative of JPL other than the JPL Subcontracts Manager which, but for the lack of authorization on the part of the issuing JPL representative, would: (i) effect a change within the meaning of the "Changes" clause; (ii) increase or decrease the Subcontract amount or amount allotted to this Subcontract; or (iii) otherwise be the basis for assertion of a claim by the Subcontractor under any clause of the Subcontract.

BONDS

(Work performed outside the United States is exempt from the requirements of this clause. Applies only to Subcontracts expected to exceed \$150,000 in value.)

- (a) **Payment Bond.** If this Subcontract exceeds \$150,000, the Subcontractor agrees to furnish a payment bond with good and sufficient surety or sureties acceptable to JPL for the protection of persons furnishing material or labor in connection with the performance of the work under this Subcontract on a form acceptable to JPL. The penal sum of such payment bond shall be 100% of the original Subcontract amount, provided, however, that JPL may require an additional amount of bond in connection with work added to this Subcontract by modification.

- (b) Performance Bond. If the Subcontract price exceeds \$150,000, the Subcontractor further agrees to furnish a performance bond with good and sufficient surety or sureties acceptable to JPL in connection with the performance of work under this Subcontract on a form acceptable to JPL. The penal sum of such performance bond shall be 100% of the original Subcontract amount, provided, however, that JPL may require an additional amount of bond in connection with work added to this Subcontract by modification.
- (c) Any bonds required hereunder will be dated as of the same date as the notice of award and will be furnished by the Subcontractor to JPL at the same time the Subcontract is executed. Such bonds shall be in favor of the United States of America and the California Institute of Technology. Corporations executing any of the bonds as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations as set forth therein.
- (d) If any surety upon any bond furnished in connection with this Subcontract becomes unacceptable to JPL or if any such surety fails to furnish reports as to its financial condition from time to time as requested by JPL, the Subcontractor shall promptly furnish such additional security as may be required from time to time to protect the interest of JPL and the Government and of persons supplying labor or materials in the performance of the work contemplated by this Subcontract.

CLEANING UP

The Subcontractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Subcontractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Subcontractor shall leave the work area in a clean, neat, and orderly condition satisfactory to JPL. Unless otherwise stated in this Subcontract, the time stated for completion of the work shall include cleaning-up time.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

(Work performed outside the United States is exempt from the requirements of this clause.)

- (a) Subcontractor agrees to comply with the Americans with Disabilities Act (42 U.S.C. 12101, et. seq.) and all implementing regulations.
- (b) Subcontractor agrees that it will be responsible to the Government and JPL for, and will indemnify and hold harmless the Government and JPL, its trustees, officers, and employees from any loss, cost, damage, expense or liability or suit therefore, by reason of actual or alleged property damage or personal injury of whatever kind or character, arising out of, or in connection with performance of the requirements of Paragraph (a) above by the Subcontractor or any of its lower-tier subcontracts, however the same may be caused, excepting only such loss, cost, damage, expense or liability attributable to the sole or contributory active negligence of the Government or of JPL, its trustees, officers, or employees.
- (c) Subcontractor agrees to insert this provision, including this Paragraph (c), in all lower-tier subcontracts and purchase orders hereunder.

COMPOSITION OF SUBCONTRACTOR

If the Subcontractor hereunder is composed of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

DATA REMOVAL FROM COMPUTERS AND ELECTRONIC DEVICES

The Subcontractor shall archive all data required to be retained pursuant to the terms of this Subcontract (including, but not limited to, the General Provisions, Additional General Provisions, Alterations to General Provisions and Special Provisions). The Subcontractor shall completely sanitize (e.g., overwrite, degauss or destroy) all media containing data in all computers and other electronic devices and permanently delete all non-transferable licensed software before such computers or other electronic devices leave the control of the Subcontractor by transfer or disposal. All data, including computer software, provided by JPL, derived from JPL data, or owned by the Government or JPL pursuant to this Subcontract shall be permanently deleted from Subcontractor controlled computers or electronic devices before leaving

the control of the Subcontractor. The Subcontractor shall submit to JPL a written certification that the above sanitization requirements have been satisfied and the date of such action.

DISPUTES

Any subcontract dispute which is not resolved by agreement of the parties may be settled by appropriate legal proceedings in a court of competent jurisdiction in the State of California. The Subcontractor shall proceed diligently with the performance of this subcontract during the litigation proceedings and any appeal. Each party shall be responsible for paying its own attorney's fees.

DELEGATION OF DUTIES

The Subcontractor is prohibited, without prior written JPL consent, from delegating any part of the duties required of it by this Subcontract; provided, however, that nothing contained herein shall be deemed to prohibit the Subcontractor from placing purchase orders and lower-tier subcontracts, subject, however, to the clause of this Subcontract entitled "Lower-tier Subcontracts." Delegation of duties without such consent is void.

ELECTRICAL EQUIPMENT ACQUISITION

Applicable if: the Subcontract involves acquisition of off-the-shelf electrical equipment for delivery to or use by JPL or its designees.

The electrical equipment being provided by the Subcontractor under this Subcontract shall be listed by Underwriters Laboratory, Factory Mutual Insurance Association, Canadian Standards Association, or similar organization of recognized standing. In the event that the equipment does not carry an appropriate approval, the individual components making up the item must be listed. Proof of listing shall be provided with delivery of the equipment in the form of accompanying data or labels. Any item not conforming to these requirements may be returned to the Subcontractor at the Subcontractor's expense. The Subcontractor agrees to require lower-tier subcontractors, if any, which supply electrical equipment for delivery to or use by JPL or its designees to comply with this clause.

ELECTRONICALLY TRANSMITTED COPIES

This Subcontract or modification(s) thereof may be executed in duplicate with each Party signing one original and providing a facsimile (fax) or other electronic copy of the signature page to the other Party. The Party receiving the electronically transmitted copy shall acknowledge receipt of the electronically submitted copy. Each Party agrees to make its document with the original signature available to the other Party upon request. The Parties further agree that the electronically transmitted copy shall be treated as if it were an original signature and neither Party shall contest the validity of this Subcontract or modification(s) based on the use of electronically transmitted copies of the signature page.

GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA

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

"Government-furnished computer software" or "GFCS" means computer software: (1) in the possession of, or directly acquired by, the Government whereby the Government has title or Government purpose license rights thereto; and (2) subsequently furnished to the Subcontractor for performance of a JPL Subcontract.

"Computer software," "data" and "technical data" have the meaning provided in the Federal Acquisition Regulation (FAR) Subpart 2.1- "Definitions," and the "Rights in Data—General" clause (FAR 52.227-14).

(b) The Government through JPL will furnish to the Subcontractor the GFCS described in this Subcontract or in writing by the Government through the JPL Subcontracts Manager. The Government through JPL will furnish related technical data needed for the intended use of the GFCS.

- (c) Use of GFCS and related technical data. The Subcontractor shall use the GFCS and related technical data, and any modified or enhanced versions thereof, only for performing work under this Subcontract unless otherwise provided for in this Subcontract or approved by the JPL Subcontracts Manager.
- (1) The Subcontractor shall not, without the express written permission of the Contracting Officer through the JPL Subcontracts Manager, reproduce, distribute copies, perform publicly, display publicly, release, or disclose the GFCS or related technical data to any person except for the performance of work under this Subcontract.
 - (2) The Subcontractor shall not modify or enhance the GFCS except as required pursuant to the performance of work under this Subcontract. If the GFCS is modified or enhanced pursuant to this Subcontract, the Subcontractor shall provide to JPL the complete source code, if any, of the modified or enhanced GFCS.
 - (3) Allocation of rights associated with any GFCS or related technical data modified or enhanced under this Subcontract shall be defined by the FAR "Rights in Data-General" clause.
 - (4) The Subcontractor may provide the GFCS, and any modified or enhanced versions thereof, to lower-tier subcontractors as required for the performance of work under this Subcontract. Before release of the GFCS, and any modified or enhanced versions thereof, to such Subcontractors (at any tier), the Subcontractor shall insert, or require the insertion of, this clause, including this Paragraph (c)(4), suitably modified to identify the parties as follows: references to the Government are not changed, and in all references to the Subcontractor "lower-tier subcontractor" is substituted for the Subcontractor so that the lower-tier subcontractor has all rights and obligations of the Subcontractor in the clause.
- (d) The JPL Subcontracts Manager may by written notice, at any time—
- (1) Increase or decrease the amount of GFCS under this Subcontract;
 - (2) Substitute other GFCS for the GFCS previously furnished, to be furnished, or to be acquired by the Subcontractor for JPL under this Subcontract;
 - (3) Withdraw authority to use the GFCS or related technical data; or
 - (4) Instruct the Subcontractor to return or dispose of the GFCS and related technical data.
- (e) *Title to or license rights in GFCS.* The Government shall retain title to or license rights in all GFCS. Title to or license rights in GFCS shall not be affected by its incorporation into or attachment to any data not owned by or licensed to JPL.
- (f) *Waiver of Claims and Indemnification.* The Subcontractor agrees to waive any and all claims against JPL and the Government, and shall indemnify and hold harmless the agents of the Government and JPL, and their employees from every claim or liability, including attorney's fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of the GFCS and related technical data by the Subcontractor or by any person to whom the Subcontractor has, without authorization, released or disclosed such GFCS or related technical data. JPL and the Government make no warranty with respect to the serviceability and/or suitability of the GFCS for Subcontract performance. In addition, equitable adjustments shall be made in accordance with the procedures of the "Changes" clause in the event of a delivery of Government-furnished computer software to the Subcontractor in a condition not suitable for its intended use.

INSURANCE AND INDEMNIFICATION– FIXED-PRICE CONSTRUCTION

- (a) This clause is applicable if the performance of this Subcontract includes activities which could endanger third party non-Subcontractor personnel or this Subcontract requires work on premises under the control of JPL.
- (b) Insurance. The Subcontractor shall purchase from and maintain in a company or companies lawfully licensed and admitted in a state of the United States and maintain during the policy term a minimum A.M. Best Rating Requirement of at least A-XIII or better, such insurance as will protect the Subcontractor from claims set forth below which may arise out of or result from the Subcontractor's operations under the Subcontract and for which the Subcontractor may be legally liable, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All policies for such insurance shall include, in addition to the Subcontractor's interest, the respective interests of NASA and Caltech/JPL by naming them as additional insured

by way of endorsement under all coverages described below except Workers' Compensation and Employer's Liability. Such additional insured shall not be obligated to pay any amounts including, but not limited to, deductibles, self-insured retentions, co-pays and the like. The required policies and provisions are as follows:

- (1) Workers' Compensation and Employer's Liability Insurance (WC 00 00 00 C or its equivalent) providing coverage for the Subcontractor as required by applicable Federal and State workers' compensation and occupational disease statutes where the Work is performed and Employer's Liability insurance on an "occurrence" basis with an aggregate policy limit of not less than the following: Bodily Injury by Accident, One Million Dollars (\$1,000,000) each accident; Bodily Injury by Disease, One Million Dollars (\$1,000,000) each employee; Bodily Injury by Disease, One Million Dollars (\$1,000,000) annual aggregate. The workers' compensation policy shall include a waiver of subrogation in favor of JPL.
 - (2) Commercial General Liability Insurance (CG 0001 04 13 or its equivalent) including coverage for products, completed operations, premises liability, personal and advertising injury and contractual liability, with limits not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for all deaths, bodily injury, sickness or disease, and property damage arising per occurrence and Two Million Dollars (\$2,000,000) aggregate for all deaths, bodily injury, sickness or disease, and property damage arising per occurrence or in the aggregate for any incident which occurs during the policy period, regardless of when the claim is filed. Commercial Automobile Liability Insurance (CA 00 01 10 13 or its equivalent) covering all hired, owned and non-owned vehicles used by or on behalf of the Subcontractor with combined single limits of Two Million Dollars (\$2,000,000) per accident.
 - (3) For Professional Service Providers, they shall maintain Errors and Omissions Insurance including coverage for personal injury, death, property damage, and contractual liability for a combined coverage limit of not less than Two Million Dollars (\$2,000,000) for each occurrence (Five Million Dollars [\$5,000,000] in the aggregate) which occurs during the policy period, regardless of when the claim is filed. Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. Subcontractor shall require that the aforementioned professional liability insurance coverage language also be incorporated into its lower-tier subcontract with any other entity with which it contracts for professional services.
- (c) Insurance Endorsements. Without prejudice to Subcontractor's liability to indemnify JPL as stated in the Indemnification provision of this Subcontract, before commencing work under this Subcontract, the Subcontractor shall, at its own expense, furnish (i) certificates of insurance for the coverages specified herein, and (ii) an additional insured endorsement naming NASA and Caltech/JPL as additional insureds for the coverage specified in (a) above, including waiver of subrogation. Such endorsement shall provide that the required insurance shall be effective for the duration of the Subcontract. Such endorsement shall (i) cover contractual liability assumed under this Subcontract, and (ii) be primary and non-contributing to any insurance procured by JPL.
- (d) Indemnification. The Subcontractor will indemnify, immediately defend and hold harmless NASA and Caltech/JPL from any loss, cost, damage, expense or liability, including attorney's fees, or any suit therefore, by reason of actual or alleged claims of any kind, including, but not limited to, , property damage or personal injury of whatever kind or character, arising out of or in connection with the performance of work hereunder, however caused, including any alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive, but excepting only a duty to indemnify to the extent such loss, cost, damage, expense or liability is attributable to the active negligence, sole negligence or willful misconduct of NASA, Caltech/JPL or its employees. The Subcontractor will also indemnify, defend and hold harmless NASA and Caltech/JPL from any loss, cost, damage, expense or liability, including attorney's fees, or any suit therefore (Claim(s)), by reason of any co-employment or joint employment liability, including claims resulting from Subcontractor's violation of wage and hour, discrimination, harassment and other applicable laws; provided however that this indemnification obligation shall not apply to the extent that such Claim(s) was caused by the negligence, gross negligence, or intentional misconduct of NASA and Caltech/JPL.
- (e) Lower-tier subcontracts. The Subcontractor shall insert the substance of this clause, including this paragraph (e), in any and all lower-tier subcontracts under this Subcontract if the performance of the lower-tier subcontract includes activities which could endanger third-party non-lower-tier subcontractor personnel or if the lower-tier subcontract requires work on premises under the control of JPL.
- (f) This clause shall be interpreted pursuant to California law.

LOWER-TIER SUBCONTRACTS

- (a) JPL reserves the right to require submission of any lower-tier subcontract or purchase order, and related documentation, for advance consent; in such cases, JPL may, in its discretion, ratify in writing any lower-tier subcontract, and such ratification shall constitute consent.
- (b) The Subcontractor agrees that no lower-tier subcontract placed under this Subcontract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type lower-tier subcontracts shall not exceed the fee limitations in Part 15.404 of FAR and any corresponding implementing or supplementing clauses in the NFS, unless approved by JPL.
- (c) The Subcontractor shall give JPL immediate notice in writing of any action or suit filed and prompt notice of any claim made against the Subcontractor by any lower-tier subcontractor or supplier which, in the opinion of the Subcontractor, may result in litigation related in any way to this Subcontract with respect to which the Subcontractor may be entitled to reimbursement from JPL.
- (d) JPL may, in its discretion, specifically approve in writing any of the terms and conditions of a purchase order or lower-tier subcontract. However, such approval or the consent of JPL obtained as required by this clause shall not be construed to constitute a determination (i) of the acceptability of any lower-tier subcontract terms and conditions; (ii) of the allowability of any cost under this Subcontract; or (iii) to relieve the Subcontractor of any responsibility for performing this Subcontract.

MATERIAL AND WORKMANSHIP

- (a) All equipment, material, and articles incorporated into the work covered by this Subcontract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Subcontract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Subcontractor may, at its option, use any equipment, material, article, or process that, in the judgment of JPL, is equal to that named in the specifications, unless otherwise specifically provided in this Subcontract.
- (b) The Subcontractor shall obtain JPL's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Subcontractor shall furnish to JPL the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this Subcontract or by JPL, the Subcontractor shall also obtain JPL's approval of the material or articles that the Subcontractor contemplates incorporating into the work. When requesting approval, the Subcontractor shall provide full information concerning the material or articles. When directed to do so, the Subcontractor shall submit samples for approval at the Subcontractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- (c) All work under this Subcontract shall be performed in a skillful and workmanlike manner. JPL may require, in writing, that the Subcontractor removes from the work any employee JPL deems incompetent, careless, or otherwise objectionable.

OPERATIONS, FACILITIES AND STORAGE AREAS

- (a) Unless otherwise approved by JPL, the Subcontractor shall provide and maintain, for the duration of the work, its own office on the job site.
- (b) All operations of the Subcontractor (including storage of materials) upon JPL-controlled premises shall be confined to areas authorized or approved by JPL. No unauthorized entry upon, or passage through, or storage or disposal of materials shall be made upon, JPL-controlled premises.
- (c) Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Subcontractor only with approval of JPL, and either may be of a removable, portable type, or may be erected by the Subcontractor with labor and materials furnished by the Subcontractor without expense to JPL. Such temporary buildings shall remain the property of the Subcontractor and shall be removed by the Subcontractor at its expense upon the completion of the work. With the written consent of JPL, such buildings may be abandoned and need not be removed.

- (d) The Subcontractor shall, under regulations prescribed by JPL, use only established roadways or construct and use such temporary roadways as may be authorized by JPL. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the Subcontractor and any roads, curbing, or sidewalks damaged by the Subcontractor, its lower-tier subcontractors, or by the agents, servants, or employees of the Subcontractor or lower-tier subcontractor, shall be repaired by, or at the expense of the Subcontractor.
- (e) The Subcontractor shall hold and save JPL, its trustees, officers, and agents free and harmless from liability of any nature occasioned by the Subcontractor's performance.

ORDER OF PRECEDENCE

- (a) The rights and obligations of the parties of this Subcontract shall be subject to and governed by the Schedule, the Subcontract Provisions And Forms Set (SPFS) (the term "SPFS" includes "General Provisions", any "Additional General Provisions" and "Subcontract Forms Set"), and any proposals, specifications or other documents or provisions which are made a part of this Subcontract by reference or otherwise.
- (b) To the extent of any inconsistency between (i) the Schedule, other than the Alterations Clause, (ii) the Alterations Clause in the Schedule, and (iii) the SPFS, the inconsistency will be resolved in the following order of priority:
 - (1) The Alterations Clause.
 - (2) The SPFS not altered.
 - (3) The Schedule, other than the Alterations Clause.
- (c) To the extent of any inconsistency between:
 - (1) The Schedule, other than any proposals, specifications or other documents or provisions which are made a part of this Subcontract by reference or otherwise, in the Schedule or the SPFS, and
 - (2) Any proposals, specifications or other documents or clauses which are made a part of this Subcontract by reference or otherwise in the Schedule or the SPFS,
 - (3) (c)(1) has order of precedence over (c)(2).
- (d) All clauses of this Subcontract that are required by their terms to be included in lower-tier subcontracts shall be required by the Subcontractor to take precedence in the lower-tier subcontract over any other clauses.

PERMITS AND RESPONSIBILITIES

The Subcontractor shall, without additional expense to JPL, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Subcontractor shall also be responsible for all damages to persons or property that occur as a result of the Subcontractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others, including, but not limited to, the enclosing of the Subcontractor's work area with adequate barricades and, where appropriate, flashing lights as approved by JPL. The Subcontractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the Subcontract. The Subcontractor agrees to indemnify JPL and the Government against any loss, cost, liability, or damage by reason of the Subcontractor's violation of or failure to comply with any applicable laws, executive orders, or regulations.

PRICING OF SUBCONTRACTOR-FURNISHED PROPERTY

(Work performed outside the United States is exempt from the requirements of this clause.)

On a progressive basis of construction, the Subcontractor shall promptly furnish and shall cause any lower-tier subcontractor to furnish, in like manner, at the request of JPL, unit prices and descriptive data required by JPL for property record purposes, of fixtures and equipment furnished and installed by the Subcontractor.

**PROHIBITION OF SUBCONTRACTOR USE OF PRIVATELY OWNED AIRCRAFT
IN SUBCONTRACT PERFORMANCE**

The Subcontractor, its employees, agents and lower-tier subcontractors, shall not use privately owned (noncommercial) aircraft in the performance of this Subcontract without prior approval of the JPL Subcontracts Manager. Any request for approval to use privately owned aircraft must include a certificate of insurance as evidence that the Subcontractor has in effect Aircraft Liability Insurance coverage of not less than \$5,000,000 for all deaths, injuries, and property damage arising from one accident or occurrence. The Subcontractor shall be required as a condition of JPL's approval to submit an endorsement naming Caltech and JPL as an additional insured in such aircraft liability insurance policy. The Subcontractor shall include this clause in any lower-tier subcontract involving travel subject to JPL approval or requiring that the lower-tier subcontractor utilize a privately owned (noncommercial) aircraft.

**PROTECTION OF EXISTING VEGETATION, STRUCTURES, MATERIALS, IMPROVEMENTS,
UTILITIES, AND WORK IN PROGRESS**

- (a) The Subcontractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of work which is not to be removed and which does not unreasonably interfere with the construction work. Care will be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment, or by workers, shall be trimmed with a clean cut and painted with an approved tree pruning compound as directed by JPL.
- (b) The Subcontractor shall protect from damage all existing structures, improvements or utilities, the location of which is made known to it, within or outside the working area. Such protection shall include both the exterior and interior and the finish thereof and shall be performed by adequately covering or, with the approval of JPL, by temporary removal. Any damage to such facilities resulting from the Subcontractor's failure to comply with the requirements of this Subcontract or the failure to exercise reasonable care in the performance of the work shall be promptly repaired or replaced with materials, fixtures or equipment of the same kind, quality and size. If the Subcontractor fails or refuses to repair any such damage promptly, JPL may have the necessary work performed and charge the cost thereof to the Subcontractor. Any materials or equipment temporarily removed for protection and not damaged shall be reinstalled.
- (c) The Subcontractor shall at all times protect and preserve all work in progress, including, but not limited to, work performed, materials, supplies and equipment of every description (including property which may be Government-owned). The protection must be substantial and as placed as to be easily removed for inspection or to facilitate the progress of other work. All reasonable requests of JPL to enclose or specifically protect such property shall be complied with. If, as determined by JPL, materials, equipment, supplies, and work performed are not adequately protected by the Subcontractor, such property may be protected by JPL and the cost thereof may be charged to the Subcontractor or deducted from any payment due it.

RELEASE OF INFORMATION

- (a) The Subcontractor agrees that all information released by the Subcontractor for publicity or promotional purposes (e.g., news and photo releases, exhibit copy, motion picture scripts, advertising copy) directly related to the Subcontractor's work with and for JPL will be submitted to JPL for review for technical accuracy prior to issuance. (See form JPL 1737, "Release of Information.")
- (b) The Subcontractor agrees to insert this clause including this Paragraph (b) in all lower-tier subcontracts.

REQUIRED NOTICES

Unless otherwise specified in this Subcontract, any notice which the Subcontractor is required to provide to JPL under any clause of this Subcontract shall be directed to the JPL Subcontracts Manager or the Manager, Acquisition Division, JPL, or their authorized representatives.

RESTRICTIONS ON FUNDING ACTIVITY WITH CHINA

- (a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Subcontracts for commercial and non-developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.
- (c) This Subcontract may use restricted funding that was appropriated on or after April 25, 2011. The Subcontractor shall not contract with China or Chinese-owned companies for any effort related to this Subcontract except for acquisition of commercial and non-developmental items. If the Subcontractor anticipates making an award to China or Chinese-owned companies, the Subcontractor must contact the Contracting Officer through the Subcontracts Manager to determine if funding on this Subcontract can be used for that purpose.
- (d) The Subcontractor represents that the Subcontractor is not China or a Chinese-owned company.
- (e) Lower-tier subcontracts - The Subcontractor shall include the substance of this clause in all lower-tier subcontracts made hereunder.

SCHEDULE OF PAYMENTS

Within 10 days after receipt of written Notice to Proceed, the Subcontractor shall submit to JPL a detailed breakdown of the total Subcontract price showing values of each principal category and subcategories included therein, including quantities, in such detail and supported by such evidence as to its correctness as JPL may require. This Schedule, when approved by JPL, shall be used as a basis for payments in accordance with FAR 52.232-5 "Payments Under Fixed Price Construction Contracts. In applying for payments, the Subcontractor shall submit a statement based upon the JPL-approved Schedule and itemized in such form and supported by such evidence as JPL may require justifying the payment.

SCHEDULES FOR CONSTRUCTION SUBCONTRACTS

- (a) The Subcontractor shall, within five days after work commences on the Subcontract, or within such other period as determined by JPL, prepare and submit to JPL for approval three copies of a practicable schedule showing the order in which the Subcontractor proposes to perform the work, and the dates on which the Subcontractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Subcontractor fails to submit a schedule within the time prescribed, JPL may withhold approval of progress payments until the Subcontractor submits the required schedule.
- (b) The Subcontractor shall enter the actual progress on the chart as directed by JPL, and upon doing so shall immediately deliver three copies of the annotated schedule to JPL. If, in the opinion of JPL, the Subcontractor falls behind the approved schedule, the Subcontractor shall take steps necessary to improve its progress, including those that may be required by JPL, without additional cost to JPL. In this circumstance, JPL may require the Subcontractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as JPL deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Subcontractor to comply with the requirements of JPL under this clause shall be grounds for a determination by JPL that the Subcontractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Subcontract. Upon making this determination, JPL may terminate the Subcontractor's right to proceed with the work, or any separable part of it, in accordance with FAR 52.249-10 "Default (Fixed Price Construction) (APR 1984) of this subcontract.

SIGNS AND ADVERTISEMENTS

No signs or advertisements will be allowed on the site unless prior written approval is obtained from JPL.

SUBCONTRACTOR RECRUITING ACTIVITY

Does not apply: If work performed outside the United States.

Except as may be specifically authorized by JPL in writing, during the performance of this Subcontract the Subcontractor shall refrain from engaging in any activity related to employment recruiting on any of the premises of JPL.

TECHNICAL DIRECTION

- (a) Performance of the work under this subcontract is subject to the written technical direction of the Contract Technical Manager (CTM), "Technical direction" means a directive to the Subcontractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Subcontractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements of this subcontract.
- (b) The CTM does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—
 - (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the Subcontractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the CTM.
- (d) The Subcontractor shall proceed promptly with the performance of technical direction duly issued by the CTM in the manner prescribed by this clause and within the CTM's authority. If, in the Subcontractor's opinion, any instruction or direction by the CTM falls within any of the categories defined in paragraph (b) of this clause, the Subcontractor shall not proceed but shall notify the Subcontracts Manager in writing within 5 working days after receiving it and shall request the Subcontracts Manager to take action as described in this clause. Upon receiving this notification, the Subcontracts Manager shall either issue an appropriate contract modification within a reasonable time or advise the Subcontractor in writing within 30 days that the instruction or direction is—
 - (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the Changes clause of the contract, and that the Subcontractor should proceed promptly with its performance.
- (e) A failure of the Subcontractor and the Subcontracts Manager to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the Subcontractor in response to any direction given by any person other than the Subcontracts Manager or the CTM shall be at the Subcontractor's risk.

TEMPORARY UTILITIES AND UTILITY TIE-INS

- (a) Water. All reasonably required amounts of water will be made available to the Subcontractor by JPL from existing water system outlets and supplies. Any pumping facilities, temporary connections, or piping required to transmit the

water shall be furnished by the Subcontractor, subject to the approval of JPL, and shall be removed in a satisfactory manner, at the Subcontractor's expense, when the job is completed.

- (b) Electricity.
 - (1) All reasonable electric current required by the Subcontractor shall be furnished by JPL. All temporary connections for electricity shall be subject to the approval of JPL.
 - (2) All temporary lines will be furnished, installed, connected and maintained by the Subcontractor in a workmanlike manner satisfactory to JPL and shall be removed by the Subcontractor in like manner at its expense prior to completion of the construction.
 - (3) The Subcontractor shall furnish engine-driven welders for required welding power.
- (c) Telephone Service. Unless otherwise provided in this Subcontract, telephone service shall be provided by the Subcontractor, or, where available, JPL pay telephones may be used.
- (d) Utility Tie-Ins.
 - (1) All tie-ins, modifications, or moving of JPL utilities such as air, power, fire sprinkler systems, water, air-conditioning systems, etc., must be scheduled through JPL and shall be done on Saturdays or Sundays, if required, at no additional cost to JPL.
 - (2) Unless otherwise specified in this Subcontract, the Subcontractor shall submit schedules to JPL at least 10 calendar days in advance of any building utility outages and off-hour work, and JPL will inform the Subcontractor within seven calendar days of receipt of notification of approval or disapproval of such schedules.
- (e) Water and Utility Usage. The Subcontractor shall provide continuous surveillance of water flow or other utility usage to prevent waste or damage to JPL property.

UNION DATA FOR ON-SITE SUBCONTRACTORS

Applicable to: [i] to any time-and-material or labor-hour Subcontract where the work is performed at a JPL-controlled facility and [ii] to any other Subcontract for which any Subcontractor personnel work in residence at a JPL-controlled facility. Work performed outside the United States is exempt from the requirements of this clause.

- (a) The Subcontractor shall provide JPL-requested union information, including union information pertaining to its lower-tier subcontractors, if any, on the "Request for Union Data Regarding On-Site Subcontractors and their Lower-tier Subcontractors," set forth below. A copy of this form (sample shown below), filled in, shall be returned to the cognizant JPL Subcontracts Manager's attention. Any changes in the data, such as the addition of a new union lower-tier subcontractor, shall be provided to JPL through timely resubmission of the following form:

REQUEST FOR UNION DATA REGARDING ON-SITE SUBCONTRACTORS AND THEIR LOWER-TIER SUBCONTRACTORS

- 1. Date:
- 2. Subcontract number:
- 3. Scheduled Subcontract completion date:
- 4. Subcontractor name:
- 5. Total number of on-site personnel:
- 6. Cognizant Subcontracts Manager:
- 7. Lower-tier subcontractors under this Subcontract with union personnel working on-site at JPL-controlled facilities.
Number of Lower-tier Subcontractor Personnel at JPL Site:
Lower-tier Subcontractor: Total Personnel: No. of Union Personnel:
- 8. Brief description of scope of work and location of work site sufficient to locate the union Subcontract and lower-tier subcontract workers.

9. a. Local union name: _____ Local No. (if any): _____
- b. Number of on-site Subcontractor/lower-tier subcontractor personnel represented:
- c. Name, phone number and address of business agent representing the local union:
- (1) Name:
- (2) Phone:
- (3) Address:
- d. Expiration date of labor agreement:
- e. (1) If applicable, the employer association responsible for negotiating each agreement for Subcontractor/lower-tier subcontractor:
- (2) If applicable, the names of Subcontractor's/lower-tier subcontractor's local employer representatives who take part in such negotiations:
10. Name, phone number and address of the Subcontractor's lower-tier subcontractor's representative who is responsible for handling labor relations/human resources issues:
- a. Name:
- b. Phone:
- c. Address:

(Note: For items 8., 9., and 10., provide for each union and also for each on-site lower-tier subcontract, as applicable.)

WORKING HOURS AND SPECIAL WORK DAYS
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- (a) The Subcontract price is based on working whatever schedule may be necessary to complete the work within the prescribed time.
- (b) No work shall be performed on Saturdays, Sundays, or holidays recognized by JPL without prior notification to and approval by JPL, which notification shall be not less than 48 hours.

SECTION B

The Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS) clauses on the following pages are incorporated by reference with the same force and effect as if they were given in full text

The FAR/NFS clauses listed below shall be suitably revised to identify the contracting and other parties to address the proper intent of the clause, except as shown in the notes associated with the clause. The following guidelines help illustrate:

- “contract” means “subcontract”
- “contractor” means “subcontractor”
- “subcontract” means “lower-tier subcontract”
- “subcontractor” means “lower-tier subcontractor”
- “Contracting Officer” means “JPL Subcontracts Manager”
- “Government” means “JPL”

As an exception to the above, the terms “Government” and “Contracting Officer” do not change when a right, act, authorization or obligation can be granted or performed only by the Government or Contracting Officer or his/her duly-authorized representative.

Unless otherwise noted below, the following terms are to remain unchanged: “U.S.,” United States,” “U.S. Government,” “United States Government,” “Federal,” and “Federal Government”

FAR and NFS Clauses Incorporated into this Subcontract by Reference (all references are FAR Clauses, unless preceded by “NFS”)	
Reference	Title and Date
Applicable for Subcontract Dollar Values that equal to or less than the simplified acquisition threshold, as defined in FAR 2.101, in effect on the date the solicitation was issued	
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (Apr 2012)
Applicable for Subcontract Dollar Values that exceed the micro-purchase threshold, as defined in FAR 2.101, in effect on the date the solicitation was issued	
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
Applicable for Subcontract Dollar Values that exceed the simplified acquisition threshold, as defined in FAR 2.101, in effect on the date the solicitation was issued	
52.215-2	Audits and Records – Negotiation (Oct 2010) <i>Note 1: Alt I (Mar 2009) applies.</i> <i>Note 2: Alt II (Aug 2016) applies.</i> <i>Note 3: Does not apply to the acquisition of commercial items exempted under FAR 15.403-1.</i> <i>Note 4: Applies for cost-reimbursement contracts with State and local Governments, educational institutions, and other nonprofit organizations.</i> <i>Note 5: “Government” means “Government.”</i> <i>Note 6: “Contracting Officer” means “Contracting Officer” and “JPL.”</i>
52.227-1	Authorization and Consent (Dec 2007) <i>Note 1: Alt I (Apr 1984) applies.</i> <i>Note 2: Applies in all R&D solicitations and subcontracts for which the primary purpose is R&D work, except that this alternate shall not be used in construction and architect-engineer subcontracts, unless the subcontract calls exclusively for R&D work.</i> <i>Note 3: Does not apply when both complete performance and delivery are outside the United States.</i> <i>Note 4: ¶ (a) & (a)(2) – “Government” means “Government.”</i>
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)

	<p>Note 1: ¶ (a) & (a)(2) – “Government” means “Government.”</p> <p>Note 2: ¶ (a) – “Contracting Officer” means “Contracting Officer through the JPL Subcontracts Manager.”</p> <p>Note 3: ¶ (b) – “Government” means “Government.”</p> <p>Note 4: ¶ (b) – “Contracting Officer” means “Contracting Officer.”</p>
52.229-3	<p>Federal, State, and Local Taxes (Feb 2013)</p> <p>Note 1: Applies if effort is to be performed wholly or partly in the United States or its outlying areas.</p>
52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)
52.236-8	Other Subcontracts (Apr 1984)
52.242-13	<p>Bankruptcy (Jul 1995)</p> <p>Note 1: Upon the notification requirement per FAR 52.242-13, the Subcontractor shall to the maximum extent permitted by law: (1) continue to ensure that JPL has the right of access to all areas of the facilities and records involved in this subcontract; and (2) provide JPL access to subcontract documents delivered in place/held at the Subcontractor's facility or provide electronic copies thereof.</p> <p>The Subcontractor shall ensure that the trustee, receiver, or liquidator, as applicable, is aware of the requirements set forth immediately above.</p>
52.243-4	Changes (Jun 2007)
52.247-63	<p>Preference for U.S. Flag Air Carriers (Jun 2003)</p> <p>Note 1: Applies whenever it is possible that U.S. Government-financed international air transportation of personnel (and their personal effects) or property will occur in the performance of the subcontract.</p> <p>Note 2: “Government” means “Government.”</p>
52.249-2	Termination for Convenience of the Government (Fixed Price) (Apr 2012)
Applicable for all Subcontract Dollar Values that exceed the applicable threshold specified in FAR 19.702(a) on the date of subcontract award	
52.219-9	<p>Small Business Subcontracting Plan (Oct 2022)</p> <p>Note 1: Alt I (Oct 2016) applies when subcontracting by sealed bidding rather than by negotiation.</p> <p>Note 2: Alt II (Nov 2016) applies when subcontracting by negotiation, and subcontracting plans are required with initial proposals as provided for in FAR 19.705-2(d).</p> <p>Note 3: JPL's approval of the Plan will be based on the requirements in JPL Form 0294 “Subcontracting Plan Requirements.”</p>
NFS: 1852.219-75	<p>Individual Subcontracting Reports (Apr 2015)</p> <p>Note 1: Applies to all subcontracts containing the clause at FAR 52.219-9, except for subcontracts covered by an approved commercial plan.</p>
Applicable for all Subcontract Dollar Values	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
52.211-5	<p>Material Requirements (Aug 2000)</p> <p>Note 1: Applies for subcontracts for supplies that are not commercial items.</p> <p>Note 2: The term “Government” means “Government.”</p>
52.211-15	Defense Priority and Allocation Requirements (Apr 2008)
52.219-8	<p>Utilization of Small Business Concerns (Nov 2016)</p> <p>Note 1: Does not apply when:</p> <ol style="list-style-type: none"> A personal services subcontract is contemplated (see FAR 37.104); or The subcontract, together with all of its lower-tier subcontracts, will be performed entirely outside of the United States and its outlying areas; or There are no further subcontracting opportunities offered; or The subcontractor is already a small business concern.
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-11	<p>Subcontracts (Labor Standards) (May 2014)</p> <p>Note 1: ¶ (c) – “Prime Contractor” means “JPL.”</p> <p>Note 2: ¶ (c) – “Subcontractor” means “Subcontractor.”</p> <p>Note 3: ¶ (d) – replace “Standard Form (SF) 1413” with “Form JPL 3557, ‘Incorporation of Labor Standards Provisions and Notice Regarding Mechanics Liens and Payment Bond’.”</p>

52.222-50	Combating Trafficking in Persons (Mar 2015) Note 1: "Government" means "Government."
52.222-54	Employment Eligibility Verification (Oct 2015) Note 1: Applies: only when subcontractor or lower-tier subcontractor is required to have physical access to a federally-controlled facility or access to a federal information system. Note 2: "Government" means "Government." Note 3: Delete ¶ (e) and replace with: "The Subcontractor shall include the requirements of this clause, including this Paragraph (e) (appropriately modified for identification of the parties), in each lower-tier subcontract when a lower-tier subcontractor is required to have physical access to a federally-controlled facility or access to a federal information system."
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013) Note 1: Applies to subcontracts for services or construction, unless the subcontract will not involve the use of USDA-designated items at http://www.biopreferred.gov or 7 CFR part 3201. Note 2: ¶ (b) - replace http://www.usda.gov/biopreferred with http://www.biopreferred.gov
52.223-3	Hazardous Materials Identification and Material Safety Data (Jan 1997) Note 1: Alt I (July 1995) applies. Note 2: Applies if the Subcontract will require the delivery of hazardous materials as defined in FAR 23.301. Note 3: Applies to subcontracts for services or construction, unless the subcontract will not involve the use of USDA-designated items at http://www.biopreferred.gov or 7 CFR part 3201. Note 4: Fill-in paragraph (b): to be determined
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011) Note 1: Applies: only when subcontract performance will take place on a federal facility. Note 2: Alt I (May 2011) applies. Note 3: Alt II (May 2011) applies.
52.223-6	Drug-Free Workplace (May 2001) Note 1: Does not apply to subcontracts: a. At or below the simplified acquisition threshold; however, the requirements apply to all subcontracts of any value awarded to an individual; b. For the acquisition of commercial items (see FAR Part 12); c. Performed outside the United States and its outlying areas or any part of a subcontract performed outside the United States and its outlying areas; d. By law enforcement agencies, if the head of the law enforcement agency or designee involved determines that application of this subpart would be inappropriate in connection with the law enforcement agency's undercover operations; or e. Where application would be inconsistent with the international obligations of the United States or with the laws and regulations of a foreign country.
52.223-7	Notice of Radioactive Materials (Jan 1997) Note 1: Applies if subcontract is for radioactive materials, as defined in the clause. Note 2: Add to paragraph (a): "30 days."
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) Note 1: Applies to subcontracts for ozone-depleting substances or for supplies that may contain or be manufactured with ozone-depleting substances. Note 2: "Ozone-depleting substances" is defined in the clause. Note 3: "High global warming potential hydrofluorocarbons" is defined in this clause. Note 4: "Global warming potential" is defined in this clause. Note 5: "Hydrofluorocarbons" is defined in this clause.
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) Note 1: Applies to services when the subcontract includes the maintenance, repair, or disposal of any equipment or appliance using ozone-depleting substances as a refrigerant, such as air conditioners, including motor vehicles, refrigerators, chillers, or freezers.
52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (May 2008) Note 1: Applies to subcontracts for services or construction, unless the subcontract will not involve the use of EPA-designated items.
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)

52.227-14	<p>Rights in Data – General (May 2014) <i>Note 1: Alt II (Dec 2007) applies.</i></p> <p><i>Note 2: Alt III (Dec 2007) applies.</i></p> <p><i>Note 3: Alt V (Dec 2007) applies.</i></p> <p><i>Note 4: As modified by NASA FAR Supplement 1852.227-14 for all task orders not for basic or applied research.</i></p> <p><i>Note 5: “Government” means “Government,” unless otherwise stated in these notes for 52.227-14.</i></p> <p><i>Note 6: “Contracting Officer” means “Contracting Officer through JPL.”</i></p> <p><i>Note 7: ¶(b), (c)(1)(iii), (c)(2)(ii), and (c)(3), (g)(3) and (g)(4) - “Government” means the “Government and JPL/Caltech in support and furtherance of its obligations.”</i></p> <p><i>Note 8: ¶(c)(1)(ii) - after “acknowledgment of Government sponsorship (including contract number)” insert: “This work was performed for the Jet Propulsion Laboratory, California Institute of Technology, sponsored by the United States Government under the Prime Contract 80NM0018D00004 between the Caltech and NASA under subcontract number (insert subcontract number).”</i></p> <p><i>Note 9: ¶(g)(3)(a) of ALT II and (g)(4) of ALT III – After “Government Contract No.,” insert “80NM0018D00004” and after “Subcontract” insert the subcontract number of this Subcontract.</i></p> <p><i>Note 10: ¶(g)(3)(a) of ALT II, after the last sentence, insert: (i) Use (except for manufacture) by support service contractors. (ii) Reserved. (iii) Use (except for manufacture) by other contractors participating in the Government’s program of which the specific contract is a part.</i></p> <p><i>Note 11: Communications/notifications required under this clause from the Subcontractor to the Contracting Officer shall be through the JPL Subcontracts Manager.</i></p>
52.232-5	<p>Payments Under Fixed-Price Construction Contracts (May 2014) <i>Note 1: ¶(f) – “Government” remains “Government.”</i></p>
52.232-40	<p>Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) <i>Note 1: Applies to all subcontracts and lower-tier subcontracts with small business concerns, including subcontracts and lower-tier subcontracts with small business concerns for the acquisition of commercial items.</i></p>
52.236-3	<p>Site Investigation and Conditions Affecting the Work (Apr 1984)</p>
52.236-6	<p>Superintendence by the Contractor (Apr 1984)</p>
52.236-8	<p>Other Subcontracts (Apr 1984)</p>
52.236-11	<p>Use and Possession Prior to Completion (Apr 1984)</p>
52.236-13	<p>Accident Prevention (Nov 1991) <i>Note 1: Alt I (Nov 1991) applies if:</i> a. <i>Work is of a long duration or of a hazardous nature; or</i> b. <i>Performance is at a Government facility that on the advice of the technical representative involves hazardous materials or operations that might endanger the safety of the public and/or Government personnel and/or property.</i></p>
52.236-17	<p>Layout of Work (Apr 1984)</p>
52.236-21	<p>Specifications and Drawings for Construction (Feb 1997)</p>
52.242-14	<p>Suspension of Work (Apr 1984)</p>
52.244-6	<p>Subcontracts for Commercial Items (Nov 2017)</p>
52.245-1	<p>Government Property (Jan 2017) <i>Note 1: “Government” is unchanged in the phrases “Government Property,” “Government-furnished,” “Government-furnished property,” “Government Material,” & “Government-owned.”</i></p>

	<p>Note 2: "Government" means "Government" in the following: ¶ (a), (e)(1), (e)(2) (first occurrence), (e)(3)(i), (e)(3)(ii)(first occurrence), (f)(2), (j)(except (j)(6)(i), & (m).</p> <p>Note 3: "Government" means "JPL and the Government" in the following: ¶ (g), (h), (j)(6)(i), & (k)(4).</p> <p>Note 4: ¶ (a) - "agency" means "JPL."</p> <p>Note 5: "Termination Contracting Officer" means "JPL Subcontracts Manager."</p> <p>Note 6: "Government means "Government through JPL" in ¶ (k)(1),(2) & (3).</p> <p>Note 7: "Government contract" means "Government contract or subcontract" in ¶ (j)(6)(i).</p> <p>Note 8: Alt 1 (Apr 2012) Applies to subcontracts without certified cost or pricing data.</p>
52.245-9	<p>Use and Charges (Apr 2012)</p> <p>Note 1: "Contracting Officer" means "Contracting Officer through the JPL Subcontracts Manager."</p> <p>Note 2: "Administrative Contracting Officer" means "Administrative Contracting Officer through the JPL Subcontracts Manager."</p> <p>Note 3: "Government" means "Government" when Government property is referenced.</p>
52.246-12	Inspection of Construction (Aug 1996)
52.246-21	<p>Warranty of Construction (Mar 1984)</p> <p>Note 1: Alt I (Apr 1984) applies if the JPL subcontract specifies the equipment by brand name and model.</p> <p>Note 2: ¶ k – Delete "Inspection and Acceptance" and substitute "Inspection of Construction."</p>
52.247-64	<p>Preference for Privately Owned U.S. Flag Commercial Vessels (Feb 2006)</p> <p>Note 1: Alt I (Apr 2003) applies.</p> <p>Note 2: "Government" means "Government."</p> <p>Note 3: ¶ (c)(1)(i) – "Contracting Officer" means "Contracting Officer through the JPL Subcontracts Manager."</p> <p>Note 4: ¶ (c)(2)(A) - "Sponsoring United States Government Agency" is to be preceded by the words "NASA shown as."</p>
52.249-10	<p>Default (Fixed Price Construction) (Apr 1984)</p> <p>Note 1: "Government" means "Government and JPL in support of its Government contractual obligations."</p>
52.249-14	<p>Excusable Delays (Apr 1984)</p> <p>Note 1: ¶ (a) - "Government" means "Government."</p>
NFS: 1852.203-71	Requirement to Inform Employees of Whistleblower Rights (Aug 2014)
NFS: 1852.223-74	<p>Drug- and Alcohol-free Workforce (Nov 2015)</p> <p>Note 1: Applies in all subcontracts in which work is performed by an employee in a sensitive position, except subcontracts for commercial items [see FAR Parts 2 and 12].</p>
NFS: 1852.225-70	<p>Export Licenses (Feb 2000)</p> <p>Note 1: Alt I (Feb 2000) applies.</p> <p>Note 2: "Contracting Officer" means "Contracting Officer through the JPL Subcontracts Manager."</p> <p>Note 3: ¶ (b) - where it says "insert name of NASA installation" insert "JPL."</p>
NFS: 1852.237-72	Access To Sensitive Information (Jun 2005)
NFS: 1852.237-73	<p>Release Of Sensitive Information (Jun 2005)</p> <p>Note 1: ¶ (c)(1) – "NASA shall not disclose outside the Agency" means "NASA, including JPL, shall not disclose outside the Agency."</p>
Applicable for Subcontract Values Greater than \$2,000	
52.222-6	Construction Wage Rate Requirements (May 2014)
52.222-7	Withholding of Funds (May 2014)
52.222-8	<p>Payrolls and Basic Records (May 2014)</p> <p>Note 1: "Prime Contractor" means "JPL".</p>
52.222-9	Apprentices and Trainees (Jul 2005)

52.222-10	Compliance with Copeland Act Requirements (Feb 1988)
52.222-11	Subcontracts (Labor Standards) (May 2014)
52.222-12	Contract Termination – Debarment (May 2014)
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
52.222-14	Disputes Concerning Labor Standards (Feb 1988)
52.222-15	Certification of Eligibility (May 2014)
Applicable for Subcontract Values Greater than \$10,000	
52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-26	Equal Opportunity (Sep 2016) <i>Note 1: “Contracting Officer” means “Contracting Officer.”</i> <i>Note 2: “Government” means “Government.”</i>
52.222-27	Affirmative Action Compliance Requirements for Construction (Apr 2015)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) <i>Note 1: Applies in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.</i>
Applicable for Subcontract Values Greater than \$15,000	
52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014) <i>Note 1: Alt I (Jul 2014) applies.</i> <i>Note 2: Does not apply if both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.</i>
Applicable for Subcontract Values Greater than \$35,000	
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) <i>Note 1: Does not apply to a subcontract for commercially available off-the-shelf items.</i> <i>Note 2: “Government” means “Government.”</i>
Applicable for Subcontract Values of \$100,000 or More	
NFS: 1852.244-70	Geographic Participation in the Aerospace Program (Apr 1985)
Applicable for Subcontract Values of \$150,000 or More	
52.203-7	Anti-Kickback Procedures (May 2014) <i>Note 1: ¶(a) - “Definitions” apply.</i> <i>Note 2: ¶(c)(1) does not apply.</i>
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010) <i>Note 1: “Government” means “Government.”</i>
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (May 2014) <i>Note 1: Applies when the subcontract may require or involve the employment of laborers or mechanics.</i> <i>Note 2: Does not apply to subcontracts for:</i> <ul style="list-style-type: none"> a. commercial items; b. transportation or the transmission of intelligence; and c. subcontracts to be performed outside the United States, Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and Outer Continental Shelf lands as defined in the Outer Continental Shelf Lands Act [43 U.S.C. 1331] [29 CFR 5.15]. <i>Note 3: “Government” means “the Government and JPL in support of its Government contractual obligations.”</i> <i>Note 4: “Contracting Officer” means “Contracting Officer through the JPL Subcontracts Manager.”</i>
52.222-35	Equal Opportunity for Veterans (Oct 2015)

	<p>Note 1: <i>Alt I (Oct 2015) applies.</i></p> <p>Note 2: <i>Does not apply if work is performed outside the United States by employees recruited outside the U.S.</i></p> <p>Note 3: <i>"Government" means "Government."</i></p>
52.222-37	<p>Employment Reports on Veterans (Feb 2016)</p> <p>Note 1: <i>"Government" means "Government."</i></p>
Applicable for Subcontract Values Greater than \$500,000	
NFS: 1852.223-75	<p>Major Breach of Safety and Security (Feb 2002)</p> <p>Note 1: <i>Alt I (Feb 2006) applies if the subcontract is with an educational or other nonprofit institution and contains the termination clause at FAR 52.249-5 or if the subcontract is for commercial items and contains the clause at FAR 52.212-4.</i></p>
Applicable for Subcontract Values Greater than \$2,000,000	
52.215-10	<p>Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)</p> <p>Note 1: <i>¶(e) - "United States" means "United States through JPL."</i></p> <p>Note 2: <i>¶(e)(1) - "Government" means "Government."</i></p>
52.215-11	<p>Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Aug 2011)</p> <p>Note 1: <i>¶(e) - "United States" means "United States through JPL."</i></p> <p>Note 2: <i>¶(e)(1) - "Government" means "Government."</i></p>
52.215-12	Subcontractor Certified Cost or Pricing Data (Oct 2010)
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Oct 2010)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)
52.215-18	<p>Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (Jul 2005)</p> <p>Note 1: <i>Applies: if certified cost or pricing data is required or if any pre-award or post-award cost determination will be subject to FAR Part 31.</i></p>
52.215-19	<p>Notification of Ownership Changes (Oct 1997)</p> <p>Note 1: <i>"Administrative Contracting Officer" means "JPL Subcontracts Manager."</i></p>
52.215-20	<p>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010)</p> <p>Note 1: <i>Alt IV (Oct 2010) is to replace the basic clause if certified cost or pricing data are not expected to be required because an exception may apply, but data other than certified cost or pricing data will be required as described in 15.403-3.</i></p>
52.215-21	<p>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Oct. 2010)</p> <p>Note 1: <i>Alt IV (Oct 2010) is to replace the basic clause if certified cost or pricing data are not expected to be required because an exception may apply, but data other than certified cost or pricing data will be required as described in 15.403-3.</i></p>
Applicable for Subcontract Values Greater than \$5,500,000	
52.203-13	<p>Contractor Code of Business Ethics and Conduct (Oct 2015)</p> <p>Note 1: <i>Applies if has a performance period of more than 120 days.</i></p> <p>Note 2: <i>"Subcontract" means "Subcontract."</i></p> <p>Note 3: <i>"Government" means "Government and JPL in support of its Government contractual obligations."</i></p>
52.203-14	<p>Display of Hotline Poster(s) (Oct 2015)</p> <p>Note 1: <i>Applies if performance period is 120 days or more.</i></p> <p>Note 2: <i>Does not apply for acquisition of a commercial item.</i></p> <p>Note 3: <i>Does not apply if performance entirely outside the U.S.</i></p>
Applicable for Subcontract Values at \$7,032,000 or More	
52.225-11	<p>Buy American– Construction Materials Under Trade Agreements (Oct 2016)</p> <p>Note 1: <i>Alt 1 (May 2014) applies if subcontract value is at \$7,032,000 or more but less than \$12,001,460.</i></p> <p>Note 2: <i>Applies if construction is within the United States.</i></p>

