

GSA ORDER

Subject: GSAR Amendment 2011-01, GSAR Case 2006-G508, Acquiring Leasehold Interests in Real Property

1. Purpose. This order transmits a revision to the General Services Administration Acquisition Manual (GSAM).
2. Background. The General Services Administration (GSA) issued a final rule to amend the General Services Administration Acquisition Regulations (GSAR) as part of the GSAM Rewrite Project. Numerous sections were clarified to provide agency policy and procedures for acquiring leasehold interests in real property. In addition, three new clauses were added in GSAR Part 570.

GSA published GSAR Case 2006-G508, Change 48, final rule, in the *Federal Register* at 76 FR 30842 on May 27, 2011.

3. Effective date. June 27, 2011.
4. Explanation of changes. To amend the GSAM by revising and updating references, clarifying titles and deleting redundant supplementary material. In accordance with Federal Acquisition Regulation (FAR) 1.302, FAR (Governmentwide) forms and clauses were given preference over GSA-unique forms and clauses. However, the FAR does not contain regulations or forms that relate to acquiring leasehold interests in real property because is this a unique GSA function.

This final rule aligns GSAM Part 570 to the structure of the FAR.

5. Cancellations and Rescissions. None
6. Filing instructions. Insert the following pages to the GSAM:

Remove Pages

General Structure  
pp. ix and x

501-1 and 501-2

Part 552 TOC  
pp. 552-iii and 552-iv

Insert Pages

General Structure  
pp. ix and x

501-1 and 501-2

Part 552 TOC  
pp. 552-iii and 552-iv

552-53 thru 552-64

Matrix  
552-65 thru 552-72

553-1 and 553-2

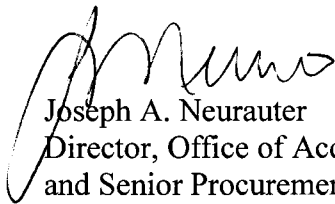
Part 570 TOC  
pp. 570-i and 570-ii  
570-1 thru 570-10

552-53 thru 552-66

Matrix  
552-67 thru 552-74

553-1 and 553-2

Part 570 TOC  
pp. 570-i and 570-ii  
570-1 thru 570-14



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Director, Office of Acquisition Policy  
and Senior Procurement Executive

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**SUBCHAPTER I—SPECIAL CONTRACTING PROGRAMS**

**PART 570—ACQUIRING LEASEHOLD INTERESTS IN REAL PROPERTY**

- 570.1 General
- 570.2 Simplified Lease Acquisition Procedures
- 570.3 Acquisition Procedures for Leasehold Interests in Real Property Over the Simplified Lease Acquisition Threshold
- 570.4 Special Aspects of Contracting for Continued Space Requirements
- 570.5 Special Aspects of Contracting for Lease Alterations
- 570.6 Contracting for Overtime Services and Utilities in Leases
- 570.7 Solicitation Provisions and Contract Clauses
- 570.8 Forms

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# AMENDMENT 2011-01 JUNE 27, 2011

## PART 501—GENERAL SERVICES ADMINISTRATION ACQUISITION REGULATION SYSTEM

### Subpart 501.1—Purpose, Authority, Issuance

#### 501.101 Purpose.

(a) The General Services Acquisition Regulation (GSAR) contains agency acquisition policies and practices, contract clauses, solicitation provisions, and forms that control the relationship between GSA and contractors and prospective contractors.

(b) The GSAR addresses rules directly to you, the contracting officer, unless otherwise indicated.

#### 501.103 Authority.

GSA's Senior Procurement Executive issues the GSAR under the authority of the Federal Property and Administrative Services Act of 1949, as amended.

#### 501.104 Applicability.

(a) *General.* The GSAR applies to contracts for supplies or services, including construction.

(b) *Acquisition of leasehold interests in real property.* [Part 570](#) establishes rules for the acquisition of leasehold interests in real property. Other provisions of 48 CFR Chapter 5 (GSAR) do not apply to leases of real property unless specifically cross-referenced in [Part 570](#).

(c) *Relationship to statute.* Some GSAR rules implement and interpret laws and other authorities affecting procurement. A GSAR rule specifically directed by statute has the force and effect of law.

(d) *GSAR/FAR Relationship.* The GSAR may deviate from the Federal Acquisition Regulation (FAR) if authorized. If the GSAR does not implement the FAR, the FAR alone governs.

#### 501.105 Issuance.

##### 501.105-1 Publication and code arrangement.

The GSAR is published in the following sources:

- (a) Daily issue of the Federal Register.
- (b) Annual Code of Federal Regulations (CFR), as Chapter 5 of Title 48.
- (c) GSA Acquisition Manual distributed within GSA.
- (d) GSA Home Page at <http://www.gsa.gov>. Click on either "Government Agencies" or on "Business and Industry," then click on "Acquisition."

#### 501.105-2 Arrangement of regulations.

(a) The GSAR numbers and captions policies and procedures to correspond to how they appear in the FAR, e.g., 1.104 in the FAR is 501.104 in the GSAR.

(b) GSAR rules not implementing the FAR have numbers beginning with 70, e.g., part 570, subsection 515.209-70.

(c) The GSAR may have gaps in its numbering scheme because a FAR rule may not require GSAR implementation.

#### 501.105-3 Copies.

The GSAR in CFR form may be purchased from: Superintendent of Documents, Government Printing Office, Washington, DC 20402.

#### 501.106 OMB Approval under the Paperwork Reduction Act.

GSAR Reference	OMB Control No.	GSAR Reference	OMB Control No.
<a href="#">509.105-1(a)</a>	3090-0007	<a href="#">552.214-71</a>	3090-0200
		<a href="#">552.216-70</a>	<b>3090-0243</b>
<a href="#">511.204(b)</a>	<b>3090-0246</b>	<a href="#">552.216-72</a>	<b>3090-0248</b>
		<a href="#">552.216-73</a>	<b>3090-0248</b>
<a href="#">514.201-1</a>	3090-0163	<a href="#">552.219-72</a>	3090-0252
<a href="#">514.201-7(a)</a>	3090-0200	<a href="#">552.219-75</a>	3090-0286
<a href="#">516.203-4(a)(1)</a>	3090-0243	<a href="#">552.219-76</a>	3090-0286
<a href="#">516.506</a>	3090-0248	<a href="#">552.232-72</a>	3090-0205
<a href="#">519.708(b)</a>	3090-0252	<a href="#">552.232-72</a>	3090-0080
<a href="#">519.70</a>	3090-0286	<a href="#">552.237-70</a>	3090-0197
<a href="#">522.406-6</a>	1215-0149	<a href="#">552.237-71</a>	3090-0006
<a href="#">523.370</a>	3090-0205	<a href="#">552.238-70</a>	3090-0250
532.111(c)	3090-0080	<a href="#">552.238-72</a>	3090-0262
<a href="#">532.905-70</a>	9000-0102	<a href="#">552.238-74</a>	3090-0121 3090-0250
<a href="#">532.905-71</a>	3090-0080	<a href="#">552.242-70</a>	3090-0027
<a href="#">537.110(a)</a>	3090-0197	<a href="#">552.246-70</a>	3090-0027
<a href="#">537.110(b)</a>	3090-0006	<a href="#">552.246-71</a>	3090-0027
<a href="#">538.273(a)(1)</a>	3090-0250	GSA-72-A	3090-0121
<a href="#">538.273(a)(3)</a>	3090-0262	GSA-527	3090-0007
<a href="#">538.273(b)(1)</a>	3090-0121	GSA-618D	1215-0149
<a href="#">542.1107</a>	3090-0027	GSA-1142	3090-0080
<a href="#">546.302-70</a>	3090-0027	GSA-1364	3090-0086
<a href="#">546.302-71</a>	3090-0027	GSA-1678	3090-0027
		GSA-2419	9000-0102
<a href="#">552.211-77</a>	3090-0246	<a href="#">570.802(c)</a>	3090-0086
		<a href="#">570.802(d)</a>	3090-0086

**501.170 General Services Administration Acquisition Management System.**

(a) *Description.* The General Services Administration Acquisition Management System consists of the General Services Administration Acquisition Regulation (GSAR) and agency and Service non-regulatory acquisition guidance documents.

(b) *Format.* For users' convenience, the General Services Administration Acquisition Manual (GSAM) contains the GSAR and nonregulatory agency acquisition guidance. The GSAM adheres to GSAR numbering and drafting conventions. GSAR material is shaded. Non-shaded material is non-regulatory. The shading distinguishes regulatory material from material that applies internally to GSA.

(c) *Agency policy.* Although GSAM requirements are not all regulatory, occasionally the requirements are mandatory for GSA personnel. The mandatory requirements reflect agency policy which must be followed to ensure uniformity or for other reasons.

(d) *Applicability.* The GSAM applies to contracts for supplies or services, including construction.

(e) *Acquisition of leasehold interests in real property.* [Part 570](#) establishes requirements for the acquisition of leasehold interests in real property. Other provisions of the GSAM do not apply to leases of real property unless specifically cross-referenced in [Part 570](#).

(f) *Availability.* The GSAM is available on the GSA Home Page at <http://www.gsa.gov>. Click on either "Government Agencies" or on "Business and Industry," then click on "Acquisition." You may also link to the GSAM on Insite at <http://insite.gsa.private>. Click on "Business Hot Links," then on "Acquisition."

**501.171 Other GSA publications.****501.171-1 GSA orders and handbooks.**

(a) Heads of contracting activities (HCA's) may issue internal agency guidance, as described in FAR 1.301(a)(2), in the form of a GSA order or handbook.

(b) GSA orders and handbooks must not unnecessarily repeat, paraphrase, or otherwise restate the FAR, GSAR, or GSAM.

(c) The handbook, Writing GSA Internal Directives (OAD P 1832.3B), prescribes policies and procedures for issuing GSA orders and handbooks.

**501.171-2 Acquisition letters.**

(a) Acquisition letters provide interim policies and procedures pending incorporation in GSA orders or handbooks.

(b) Acquisition letters expire one year after issuance, unless the letter indicates an earlier expiration date.

(c) The Senior Procurement Executive and HCAs, or designees, may issue acquisition letters.

(d) The issuing official must coordinate each acquisition letter with appropriate offices including Acquisition Policy, Counsel, and the Inspector General. Any proposed policy or procedure that affects the operation of the small business program, must be coordinated with the Office of Small Business Utilization (E).

(e) The issuing activity must identify each acquisition letter with an assigned number. The number should begin with the issuing office correspondence symbol, followed by the last two digits of the calendar year when issued, then numbered consecutively beginning with 1. For example, FC-97-5 would be the fifth acquisition letter issued by FSS in fiscal year 1997).

(f) The body of an acquisition letter should contain the following paragraphs, as appropriate:

- (1) Purpose.
- (2) Background.
- (3) Effective date.
- (4) Termination date.
- (5) Cancellation.
- (6) Applicability (offices to which the acquisition letter applies)
- (7) Reference to regulations (FAR or GSAR), handbooks, or orders.
- (8) Instructions/procedures.

(g) The issuing office is responsible for distributing its acquisition letters to affected contracting activities and the Office of Acquisition Policy. In addition copies should be distributed to:

- (1) For acquisition letters issued by the Office of Acquisition Policy or a Central Office Service:
  - (i) Associate General Counsel.
  - (ii) The Administrative Policy and Information Management Division (CAI).
- (2) For acquisition letters issued by a Region:
  - (i) Regional Counsel.
  - (ii) The regional clearance office as defined in the handbook, Writing GSA Internal Directives (OAD P 1832.3B).
  - (iii) Central office contracting activities, if appropriate.

(h) If an acquisition letter is distributed only electronically, then the issuing office may issue a notice to affected contracting activities, the Office of Acquisition Policy, and Associate General Counsel or Region Counsel in lieu of distributing paper copies. The notice must identify the subject, number, and location of the letter.

(i) Each issuing office must report on acquisition letters issued and canceled on a quarterly basis to the Office of Acquisition Policy. The Office of Acquisition Policy will issue a consolidated index of all acquisition letters issued or cancelled.

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GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL

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552.270-29	Acceptance of Space.		<b>Subpart 552.3—Provision and Clause Matrixes</b>
552.270-30	Price Adjustment for Illegal or Improper Activity.	552.300	Scope of subpart.
552.270-31	Prompt Payment.		
552.270-32	Covenant Against Contingent Fees.		

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records showing the following information for each order received under the contract:

- (i) Order number;
- (ii) Date order received by the Contractor;
- (iii) Quantity ordered;
- (iv) Date scheduled into production;
- (v) Batch or lot number, if applicable;
- (vi) Date inspected and/or tested;
- (vii) Date available for shipment;
- (viii) Date shipped or date service completed; and
- (ix) National Stock Number (NSN), or if none is

provided in the contract, the applicable item number or other contractual identification.

(2) These records should be maintained at the point of source inspection and shall be available to the Contracting Officer, or an authorized representative, for (i) 3 years after final payment; or (ii) 4 years from the end of the Contractor's fiscal year in which the record was created, whichever period expires first.

(e) *Additional cost for inspection and testing.* The Contractor will be charged for any additional cost for inspecting/testing or reinspection/ retesting supplies for the reasons stated in paragraph (e) of FAR 52.246-2, Inspection of Supplies—Fixed Price. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of \$ \_\_\_\* per man-hour or fraction thereof if the inspection is at a GSA distribution center; \$ \_\_\_\* per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at any other location; and \$ \_\_\_\* per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

(f) *Responsibility for rejected supplies.* When the Contractor fails to remove or provide instructions for the removal of rejected supplies under FAR 52.246-2(h) pursuant to the Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to the remedies provided in FAR 52.246-2, supplies may be—

- (1) Stored for the Contractor's account;
- (2) Reshipped to the Contractor at its expense (any additional expense incurred by the Government or the freight

carrier caused by the refusal of the Contractor to accept their return also shall be for the Contractor's account); or

(3) Sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.

(End of clause)

*\*The rates to be inserted are established by the Commissioner of the Federal Acquisition Service or a designee.*

#### **552.246-72 Final Inspection and Tests.**

As prescribed in [546.312](#), insert the following clause:

##### FINAL INSPECTION AND TESTS (SEP 1999)

The Contractor shall give written notice to the Contracting Officer at least 10 calendar days before the date the work will be completed and ready for final inspection and tests. Final inspection and tests will begin within 10 calendar days after the date specified in the Contractor's notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

(End of clause)

#### **552.246-77 Additional Contract Warranty Provisions for Supplies of a Noncomplex Nature.**

As prescribed in [546.710](#), insert the following clause in solicitations and contracts that include FAR 52.246-17, Warranty of Supplies of a Noncomplex Nature.

##### ADDITIONAL CONTRACT WARRANTY PROVISIONS FOR SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2009)

(a) *Definitions.* *Correction*, as used in this clause, means the elimination of a defect.

(b) *Contractor's obligations.* When return, correction, or replacement is required, the Contractor shall be responsible for all costs attendant to the return, correction, or replacement of the nonconforming supplies. Any removal in connection with the above shall be done by the Contractor at its expense.

(c) *Remedies available to the Government.* When the nature of the defect in the nonconforming item is such that the defect affects an entire batch or lot of material, then the equitable price adjustment shall apply to the entire batch or lot of material from which the nonconforming item was taken.

(End of clause)

**552.246-78 Inspection at Destination.**

As prescribed in [546.302-72](#) insert the following clause:

INSPECTION AT DESTINATION (JUNE 2009)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

(End of clause)

**552.252-5 Authorized Deviations in Provisions.**

As prescribed in [552.107-70\(a\)](#), insert the following provision:

AUTHORIZED DEVIATIONS IN PROVISIONS  
(DEVIATION FAR 52.252-5) (SEP 1999)

(a) *Deviations to FAR provisions.* (1) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) provision by the addition of “(DEVIATION)” after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

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

(b) *Deviations to GSAR provisions.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation provision by the addition of “(DEVIATION)” after the date of the provision.

(c) *“Substantially the same as” provisions.* Changes in wording of provisions prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of provision)

**552.252-6 Authorized Deviations in Clauses.**

As prescribed in [552.107-70\(b\)](#), insert the following clause:

AUTHORIZED DEVIATIONS IN CLAUSES  
(DEVIATION FAR 52.252-6) (SEP 1999)

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

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

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

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

(End of clause)

**552.270-1 Instructions to Offerors—Acquisition of Leasehold Interests in Real Property.**

As prescribed in [570.702](#), insert the following provision:

INSTRUCTIONS TO OFFERORS—ACQUISITION OF  
LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing, writing or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:

(i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and

(ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the off-

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error is a partnership, the names of the partners composing the firm must be included with the offer.

(2) *Late proposals and revisions.* (i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup>).

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and U.S. Federal holidays.

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers, and that the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in paragraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. “Postmark” means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respon-

dents should request the postal clerk to place a legible hand cancellation bull’s eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the “Express Mail Next Day Service-Post Office to Addressee” label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. “Postmark” has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull’s eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled “Facsimile Proposals.” Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative’s identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.

(4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

(7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) *Restriction on disclosure and use of data.* An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*].

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(e) *Lease award.* (1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a lease after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competi-

tion can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(7) ) The execution and delivery of the Lease contract by the Government establishes a valid award and contract.

(8) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and

(iii) A summary of the rationale for award.

(f) *Paperwork collection.* The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

*(End of provision)*

*Alternate I (Mar 1998).* As prescribed in [570.702](#), substitute the following paragraph for paragraph (c)(2)(i) of the basic provision:

(i) Any offer received at the office designated in the solicitation after the exact time specified for receipt of final proposal revisions will not be considered unless it is received before award is made and it meets one of the following conditions—

*Alternate II (Mar 1998).* As prescribed in [570.702](#), substitute the following paragraph for paragraph (e)(4) of the basic provision:

(4) The Government intends to evaluate proposals and award a lease without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the

number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

#### 552.270-2 Historic Preference.

As prescribed in [570.702](#), insert the following provision:

##### HISTORIC PREFERENCE (SEPT 2004)

(a) The Government will give preference to offers of space in historic properties following this hierarchy of consideration: Historic properties within historic districts.

(1) Non-historic developed and non-historic undeveloped sites within historic districts.

(2) Historic properties outside of historic districts.

(b) *Definitions.* (1) “Determination of eligibility” means a decision by the Department of the Interior that a district, site, building, structure or object meets the National Register criteria for evaluation although the property is not formally listed in the National Register (36 CFR 60.3(c)).

(2) “Historic district” means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The historic district must be included in or be determined eligible for inclusion in the National Register of Historic Places.

(3) “Historic property” means any pre-historic or historic district, site, building, structure, or object included in or been determined eligible for inclusion in the National Register of Historic Places maintained by the Secretary of the Interior (36 CFR 800.16(l)).

(4) “National Register of Historic Places” means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).

(c) The offer of space must meet the terms and conditions of this solicitation. The Contracting Officer has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this solicitation to maintain the historical integrity of an historic building, such as high ceilings and wooden floors, or to maintain the integrity of an historic district, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.

(d) When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual square foot (ANSI/BOMA Office Area) cost to the Government, to historic properties as follows:

(1) First to suitable historic properties within historic districts, a 10 percent price preference.

(2) If no suitable historic property within an historic district is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within historic districts.

(3) If no suitable non-historic developed or undeveloped site within an historic district is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.

(4) Finally, if no suitable historic property outside of historic districts is offered, no historic price preference will be given to any property offered.

(e) When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual square foot (ANSI/BOMA Office Area) cost to the Government, to historic properties as follows:

(1) First to suitable historic properties within historic districts, a 10 percent price preference.

(2) If no suitable historic property within a historic district is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within historic districts.

(3) If no suitable non-historic developed or undeveloped site within an historic district is offered or remains in the competition, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.

(4) Finally, if no suitable historic property outside of historic districts is offered, no historic price preference will be given to any property offered.

(f) The Government will compute price evaluation preferences by reducing the price(s) of the offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a contract in the amount of the actual price(s) proposed by the successful offeror and accepted by the Government.

(g) To qualify for a price evaluation preference, offerors must provide satisfactory documentation in their offer that their property qualifies as one of the following:

(1) An historic property within an historic district.

(2) A non-historic developed or undeveloped site within an historic district.

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(3) An historic property outside of an historic district..

(End of provision)

## 552.270-3 Parties to Execute Lease.

As prescribed in [570.702](#), insert the following provision:

### PARTIES TO EXECUTE LEASE (JUN 2011)

(a) If the lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as \_\_\_\_\_ [insert name of firm]."

(b) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, evidence of this authority to so act shall be furnished.

(c) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.

(d) If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.

(e) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

(End of provision)

## 552.270-4 Definitions.

As prescribed in [570.703](#), insert the following clause:

### DEFINITIONS (SEP 1999)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

(a) "ANSI/BOMA Office Area (ABOA)" means the area "where a tenant normally houses personnel, and/or furniture, for which a measurement is to be computed," as stated by the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) publication, Z65.1-1996.

(b) "Commencement Date" means the first day of the term.

(c) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.

(d) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(e) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.

(f) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.

(g) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:

(1) acts of God or of the public enemy,

(2) acts of the United States of America in either its sovereign or contractual capacity,

(3) acts of another contractor in the performance of a contract with the Government,

(4) fires,

(5) floods,

(6) epidemics,

(7) quarantine restrictions,

(8) strikes,

(9) freight embargoes,

(10) unusually severe weather, or

(11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.

(h) "Lessor" means the sub-lessor if this lease is a sub-lease.

(i) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.

(j) "Notice" means written notice sent by certified or registered mail, Express Mail or Comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.

(k) "Premises" means the space described in this lease.

(l) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do

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not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.

(m) “Work” means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

(End of clause)

## 552.270-5 Subletting and Assignment.

As prescribed in [570.703](#), insert the following clause:

SUBLETTING AND ASSIGNMENT (SEP 1999)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

(End of clause)

## 552.270-6 Maintenance of Building and Premises—Right of Entry.

As prescribed in [570.703](#), insert the following clause:

MAINTENANCE OF BUILDING AND PREMISES—  
RIGHT OF ENTRY (SEP 1999)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building and all equipment, fixtures, and appurtenances furnished by the lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government’s access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

(End of clause)

## 552.270-7 Fire and Casualty Damage.

As prescribed in [570.703](#), insert the following clause:

FIRE AND CASUALTY DAMAGE (JUN 2011)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenant-

able, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days after such determination; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

(End of clause)

## 552.270-8 Compliance with Applicable Law.

As prescribed in [570.703](#), insert the following clause:

COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor’s expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

(End of clause)

## 552.270-9 Inspection—Right of Entry.

As prescribed in [570.703](#), insert the following clause:

INSPECTION—RIGHT OF ENTRY (SEP 1999)

(a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:

(1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;

(2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;

(3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and

(4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.

(b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

(End of clause)

**552.270-10 Failure in Performance.**

As prescribed in [570.703](#), insert the following clause:

FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the

Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

(End of clause)

**552.270-11 Successors Bound.**

As prescribed in [570.703](#), insert the following clause:

SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

(End of clause)

**552.270-12 Alterations.**

As prescribed in [570.703](#), insert the following clause:

ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

(End of clause)

**552.270-13 Proposals for Adjustment.**

As prescribed in [570.703](#), insert the following clause:

PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed);
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and



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(7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4); and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

(End of clause)

## 552.270-14 Changes.

As prescribed in [570.703](#), insert the following clause:

### CHANGES (JUN 2011)

(a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

(1) Specifications (including drawings and designs).

(2) Work or services.

(3) Facilities or space layout.

(4) Amount of space, provided the Lessor consents to the change.

(b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:

(1) A modification of the delivery date.

(2) An equitable adjustment in the rental rate.

(3) A lump sum equitable adjustment.

(4) An equitable adjustment of the annual operating costs per ABOA square foot specified in this lease.

(c) The Lessor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. The Lessor's failure to assert its right for adjustment within the time frame specified herein shall be a waiver of the Lessor's right to an adjustment under this paragraph. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause excuses the lessor from proceeding with the change as directed.

(d) Absent such written change order, the Government is not liable to Lessor under this clause.

(End of clause)

## 552.270-15 Liquidated Damages.

As prescribed in [570.703](#), insert the following clause:

### LIQUIDATED DAMAGES (SEP 1999)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this clause, the sum of \$\_\_\_\_\_ for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all of the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law.

(End of clause)

## 552.270-16 Adjustment for Vacant Premises.

As prescribed in [570.703](#), insert the following clause:

### ADJUSTMENT FOR VACANT PREMISES (JUN 2011)

(a) If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part before the lease term expires, the rental rate will be reduced. The reduction shall occur after the Government gives 30 calendar days notice to the Lessor, and shall continue in effect until the Government occupies or reoccupies the vacant premises or the lease expires or is terminated.

(b) The rate will be reduced by that portion of the costs per ABOA square foot of operating expenses not required to maintain the space. In addition, at the first operating cost adjustment after the notice of reduction to the rent, the base cost of services subject to escalation will be reduced by said amount. In the event that the Government occupies or reoccupies the vacant premises on the lease anniversary date following the occupation of the vacant premises, the base cost of services subject to escalation will be increased by said amount.

(c) The reduction in operating costs shall be negotiated and stated in the lease.

(End of clause)

## 552.270-17 Delivery and Condition.

As prescribed in [570.703](#), insert the following clause:

### DELIVERY AND CONDITION (SEP 1999)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.

(b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accor-

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dance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

(End of clause)

**552.270-18 Default in Delivery—Time Extensions.**

As prescribed in [570.703](#), insert the following clause:

**DEFAULT IN DELIVERY—TIME EXTENSIONS (SEP 1999)**

(a) With respect to Lessor’s obligation to deliver the premises substantially complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor’s sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government is entitled to the following damages:

(1) The Government’s aggregate rent, estimated real estate tax, and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.

(3) Other, additional relief provided for in this lease, at law, or in equity.

(b) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Contracting Officer specifying such damages.

(c) Delivery by Lessor of less than the minimum ABOA square footage required by this lease shall in no event be construed as substantial completion, except as the Contracting Officer permits.

(d) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays, and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date, to the extent of such delay at no addi-

tional costs to the Government. A time extension is the sole remedy of the Lessor.

(End of clause)

**552.270-19 Progressive Occupancy.**

As prescribed in [570.703](#), insert the following clause:

**PROGRESSIVE OCCUPANCY (SEP 1999)**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

(End of clause)

**552.270-20 Payment.**

As prescribed in [570.703](#), insert the following clause:

**PAYMENT (SEP 1999)**

(a) When space is offered and accepted, ABOA square footage delivered will be confirmed by either:

(1) The Government’s measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans.

(2) A mutual on-site measurement of the space if the Contracting Officer determines it necessary.

(b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.

(c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

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$(1 + \text{CAF}) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

(End of clause)

## 552.270-21 Effect of Acceptance and Occupancy.

As prescribed in [570.703](#), insert the following clause:

EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

(End of clause)

## 552.270-22 Default by Lessor During the Term.

As prescribed in [570.703](#), insert the following clause:

DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

(1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.

(2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

(End of clause)

## 552.270-23 Subordination, Nondisturbance and Attornment.

As prescribed in [570.703](#), insert the following clause:

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and

subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

(End of clause)

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## 552.270-24 Statement of Lease.

As prescribed in [570.703](#), insert the following clause:

### STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

(End of clause)

## 552.270-25 Substitution of Tenant Agency.

As prescribed in [570.703](#), insert the following clause:

### SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

(End of clause)

## 552.270-26 No Waiver.

As prescribed in [570.703](#), insert the following clause:

### NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right

or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

(End of clause)

## 552.270-27 Integrated Agreement.

As prescribed in [570.703](#), insert the following clause:

### INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

(End of clause)

## 552.270-28 Mutuality of Obligation.

As prescribed in [570.703](#), insert the following clause:

### MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

(End of clause)

## 552.270-29 Acceptance of Space.

As prescribed in [570.703](#), insert the following clause:

### ACCEPTANCE OF SPACE (JUN 2011)

(a) When the lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.

(b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ABOA square footage as indicated in the solicitation paragraph, Amount and Type of Space.

**552.270-30 Price Adjustment for Illegal or Improper Activity.**

As prescribed in [570.703](#), insert the following clause:

PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER  
ACTIVITY (JUN 2011)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

(End of clause)

**552.270-31 Prompt Payment.**

As prescribed in [570.703](#) insert the following clause:

PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date.* (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15<sup>th</sup> day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first

workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15<sup>th</sup> day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30<sup>th</sup> day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30<sup>th</sup> day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30<sup>th</sup> day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.* (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.* (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

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(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments*. If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number;

(iii) Affected lease line item or subline item, if applicable; and

(iv) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

*Alternate I (Sep 1999)*. If Alternate I is used, subparagraph (a)(1) of the basic clause should be designated as paragraph

(a) and subparagraph (a)(2) and paragraph (b) should be deleted. Paragraph (c) of the basic clause should be redesignated as (b).

## 552.270-32 Covenant Against Contingent Fees.

As prescribed in [570.703](#), insert the following clause:

### COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

*Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

*Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

*Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

**Subpart 552.3—Provision and Clause  
Matrixes**

**552.300 Scope of subpart.**

This subpart consists of a series of matrixes:

(a) One matrix each for supply, service, construction, architect-engineer and simplified acquisition contracts which lists the applicable GSAR provisions and clauses.

(b) One matrix each for utility contracts (sole supplier-regulated rates) and leases of real property which list the applicable FAR and GSAR provisions and clauses.

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P/C	Number	Reference.	Title	Sup	Serv	Const	A-E	SAT	Util	Leas
C	<a href="#">552.216-70</a>	<a href="#">516.203-4(a)</a>	Economic Price Adjustment—FSS Multiple Award Schedule Contracts	WR	WR					
C	<a href="#">552.216-71</a>	<a href="#">516.203-4(a)</a>	Economic Price Adjustment—Special Order Program Contracts	WR				WR		
C	<a href="#">552.216-72</a>	<a href="#">516.506(a)</a>	Placement of Orders	WR				WR		
P	<a href="#">552.216-73</a>	<a href="#">516.506(c)</a>	Ordering Information	WR	WR			WR		
C	<a href="#">552.216-74</a>	<a href="#">516.506(b)</a>	Task-Order and Delivery-Order Ombudsman	R	R	R	R	R	R	R
P	<a href="#">552.217-70</a>	<a href="#">517.208(a)</a>	Evaluation of Options	WR				WR		
P	<a href="#">552.217-71</a>	<a href="#">517.208(b)</a>	Notice Regarding Option(s)	WR	WR	WR	WR	WR		
C	<a href="#">552.219-70</a>	<a href="#">519.508</a>	Allocation of Orders—Partially Set-aside Items	WR						
P	<a href="#">552.219-71</a>	<a href="#">519.708-70(a)</a>	Notice to Offerors of Subcontracting Plan Requirements	WR	WR	WR	WR			WR
P	<a href="#">552.219-72</a>	<a href="#">519.708-70(b)</a>	Preparation, Submission, and Negotiation of Subcontracting Plans	WR	WR	WR	WR			WR
P	<a href="#">552.219-73</a>	<a href="#">519.708-70(c)</a>	Goals for Subcontracting Plan	WR	WR	WR	WR			WR
C	<a href="#">552.219-74</a>	<a href="#">519.870-8(a)</a>	Section 8(a) Direct Award	WR	WR	WR	WR	WR		WR
C	<a href="#">552.219-75</a>	<a href="#">519.7017(a)</a>	GSA Mentor-Protégé Program	R	R	R	R		R	R
C	<a href="#">552.219-76</a>	<a href="#">519.7017(b)</a>	Mentor Requirements and Evaluation	WR	WR	WR	WR		WR	WR
C	<a href="#">552.223-70</a>	<a href="#">523.303(a)</a>	Hazardous Substances	WR				WR		
C	<a href="#">552.223-71</a>	<a href="#">523.303(b)</a>	Nonconforming Hazardous Materials	WR				WR		
P	<a href="#">552.223-72</a>	<a href="#">523.370</a>	Hazardous Material Information	WR				WR		
C	<a href="#">552.227-70</a>	<a href="#">527.409(a)</a>	Government Rights (Unlimited)				WR			
C	<a href="#">552.227-71</a>	<a href="#">527.409(b)</a>	Drawings and Other Data to Become Property of Government				WR			
C	<a href="#">552.228-5</a>	<a href="#">528.310</a>	Government as Additional Insured	WR	R	WR	WR			WR
C	<a href="#">552.229-70</a>	<a href="#">529.401-70</a>	Federal, State, and Local Taxes		WR	WR	WR	R		
C	<a href="#">552.229-71</a>	<a href="#">529.401-71</a>	Federal Excise Tax—DC Government	WR	WR			WR		
C	<a href="#">552.232-1</a>	<a href="#">532.7103(a)</a>	Payments		WR					
C	<a href="#">552.232-23</a>	<a href="#">532.806</a>	Assignment of Claims	WR	WR					
C	<a href="#">552.232-25</a>	<a href="#">532.908(c)(2)</a>	Prompt Payment	WR	WR			WR		
C	<a href="#">552.232-72</a>	<a href="#">532.904(c)</a>	Final Payment Under Building Services Contracts		WR					
C	<a href="#">552.232-77</a>	<a href="#">532.7003</a>	Payment By Government Charge Card	WR	WR			WR		
C	<a href="#">552.236-70</a>	<a href="#">536.570-1</a>	Definitions			WR	WR	WR		
C	<a href="#">552.236-71</a>	<a href="#">536.570-2</a>	Authorities and Limitations			WR	WR			
C	<a href="#">552.236-72</a>	<a href="#">536.570-3</a>	Specialist			WR		WR		
P	<a href="#">552.236-73</a>	<a href="#">536.570-4</a>	Basis of Award—Construction Contract			WR				
C	<a href="#">552.236-74</a>	<a href="#">536.570-5</a>	Working Hours			R				
C	<a href="#">552.236-75</a>	<a href="#">536.570-6</a>	Use of Premises			R		WR		
C	<a href="#">552.236-76</a>	<a href="#">536.570-7</a>	Measurements			R		WR		
C	<a href="#">552.236-77</a>	<a href="#">536.570-8</a>	Specifications and Drawings			R				
C	<a href="#">552.236-78</a>	<a href="#">536.570-9</a>	Shop Drawings, Coordination Drawings, and Schedules			R				
C	<a href="#">552.236-79</a>	<a href="#">536.570-10</a>	Samples			WR		WR		
C	<a href="#">552.236-80</a>	<a href="#">536.570-11</a>	Heat			R		WR		
C	<a href="#">552.236-81</a>	<a href="#">536.570-12</a>	Use of Equipment by the Government			WR		WR		
C	<a href="#">552.236-82</a>	<a href="#">536.570-13</a>	Subcontracts			R				
C	<a href="#">552.236-83</a>	<a href="#">536.570-14</a>	Requirement for a Project Labor Agreement			WR				
P	<a href="#">552.237-70</a>	<a href="#">537.110(a)</a>	Qualifications of Offerors		WR					

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PART 552—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

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P/C	Number	Reference.	Title	Sup	Serv	Const	A-E	SAT	Util	Leas
C	<a href="#">552.237-71</a>	<a href="#">537.110(a)</a>	Qualifications of Employees		WR					
C	<a href="#">552.237-72</a>	<a href="#">537.110(b)</a>	Prohibition Regarding "Quasi-Military Armed Forces"		WR			WR		
C	<a href="#">552.237-73</a>	<a href="#">537.270</a>	Restriction on Disclosure of Information		WR			WR		
C	<a href="#">552.238-70</a>	<a href="#">538.273(a)(1)</a>	Identification of Electronic Office Equipment Providing Accessibility for the Handicapped	WR						
C	<a href="#">552.238-71</a>	<a href="#">538.273(a)(2)</a>	Submission and Distribution of Authorized FSS Schedule Pricelists	WR	WR					
C	<a href="#">552.238-72</a>	<a href="#">538.273(a)(3)</a>	Identification of Products That Have Environmental Attributes	WR	WR					
C	<a href="#">552.238-73</a>	<a href="#">538.273(a)(4)</a>	Cancellation	WR	WR					
C	<a href="#">552.238-74</a>	<a href="#">538.273(b)(1)</a>	Industrial Funding Fee and Sales Reporting	WR	WR					
C	<a href="#">552.238-75</a>	<a href="#">538.273(b)(2)</a>	Price Reductions	WR	WR					
C	<a href="#">552.238-76</a>	<a href="#">538.7104(a)</a>	Definition (Federal Supply Schedules)—Recovery Purchasing	WR	WR					
C	<a href="#">552.238-77</a>	<a href="#">538.7004(a)</a>	Definition (Federal Supply Schedules)	WR	WR					
C	<a href="#">552.238-78</a>	<a href="#">538.7004</a>	Scope of Contract (Eligible Ordering Activities)	WR	WR					
C	<a href="#">552.238-79</a>	<a href="#">538.7004(c)</a>	Use of Federal Supply Schedule Contracts by Certain Entities—Cooperative Purchasing	WR	WR					
C	<a href="#">552.238-80</a>	<a href="#">538.7104(c)</a>	Use of Federal Supply Schedule Contracts by Certain Entities—Recovery Purchasing	WR	WR					
P	<a href="#">552.239-70</a>	<a href="#">539.7002(a)</a>	Information Technology Security Plan and Security Authorization		WR		WR	WR		
C	<a href="#">552.239-71</a>	<a href="#">539.7002(b)</a>	Security Requirements for Unclassified Information Technology Resources		WR		WR	WR		
C	<a href="#">552.241-70</a>	<a href="#">541.501(a)</a>	Availability of Funds for the Next Fiscal Year or Quarter							R
C	<a href="#">552.241-71</a>	<a href="#">541.501(b)</a>	Disputes (Utility Contracts)							R
C	<a href="#">552.242-70</a>	<a href="#">542.1107</a>	Status Report of Orders and Shipments	WR				WR		
C	<a href="#">552.243-71</a>	<a href="#">543.205</a>	Equitable Adjustments			WR				
C	<a href="#">552.246-70</a>	<a href="#">546.302-70</a>	Source Inspection by Quality Approved Manufacturer	WR				WR		
C	<a href="#">552.246-71</a>	<a href="#">546.302-71</a>	Source Inspection by Government	WR				WR		
C	<a href="#">552.246-72</a>	<a href="#">546.312</a>	Final Inspection and Tests			WR		O		
C	<a href="#">552.246-77</a>	<a href="#">546.710</a>	Additional Contract Warranty Provisions for Supplies of a Noncomplex Nature	WR						
C	<a href="#">552.246-78</a>	<a href="#">546.302-72</a>	Inspection at Destination	WR						
P	<a href="#">552.252-5</a>	<a href="#">552.107-70(a)</a>	Authorized Deviations in Provisions	WR	WR	WR	WR	WR	WR	
C	<a href="#">552.252-6</a>	<a href="#">552.107-70(b)</a>	Authorized Deviations in Clauses	WR	WR	WR	WR	WR	WR	
P	<a href="#">552.270-1</a>	<a href="#">570.702</a>	Instructions to Offerors—Acquisition of Leasehold Interests in Real Property							R
P	<a href="#">552.270-2</a>	<a href="#">570.702</a>	Historic Preference							R
P	<a href="#">552.270-3</a>	<a href="#">570.702</a>	Parties to Execute Lease							R
C	<a href="#">552.270-4</a>	<a href="#">570.703</a>	Definitions							R*
C	<a href="#">552.270-5</a>	<a href="#">570.703</a>	Subletting and Assignment							R
C	<a href="#">552.270-6</a>	<a href="#">570.703</a>	Maintenance of Building and Premises— Right of Entry							R
C	<a href="#">552.270-7</a>	<a href="#">570.703</a>	Fire and Casualty Damage							R
C	<a href="#">552.270-8</a>	<a href="#">570.703</a>	Compliance with Applicable Law							R
C	<a href="#">552.270-9</a>	<a href="#">570.703</a>	Inspection—Right of Entry							R
C	<a href="#">552.270-10</a>	<a href="#">570.703</a>	Failure in Performance							R
C	<a href="#">552.270-11</a>	<a href="#">570.703</a>	Successors Bound							R

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C	<a href="#">552.270-12</a>	<a href="#">570.703</a>	Alterations							R
C	<a href="#">552.270-13</a>	<a href="#">570.703</a>	Proposals for Adjustment							R
C	<a href="#">552.270-14</a>	<a href="#">570.703</a>	Changes							R
C	<a href="#">552.270-15</a>	<a href="#">570.703</a>	Liquidated Damages							R
C	<a href="#">552.270-16</a>	<a href="#">570.703</a>	Adjustment for Vacant Premises							R
C	<a href="#">552.270-17</a>	<a href="#">570.703</a>	Delivery and Condition							R
C	<a href="#">552.270-18</a>	<a href="#">570.703</a>	Default in Delivery—Time Extensions							R
C	<a href="#">552.270-19</a>	<a href="#">570.703</a>	Progressive Occupancy							R
C	<a href="#">552.270-20</a>	<a href="#">570.703</a>	Payment							R
C	<a href="#">552.270-21</a>	<a href="#">570.703</a>	Effect of Acceptance and Occupancy							R
C	<a href="#">552.270-22</a>	<a href="#">570.703</a>	Default by Lessor During the Term							R
C	<a href="#">552.270-23</a>	<a href="#">570.703</a>	Subordination, Nondisturbance and Attornment							R
C	<a href="#">552.270-24</a>	<a href="#">570.703</a>	Statement of Lease							R
C	<a href="#">552.270-25</a>	<a href="#">570.703</a>	Substitution of Tenant Agency							R
C	<a href="#">552.270-26</a>	<a href="#">570.703</a>	No Waiver							R
C	<a href="#">552.270-27</a>	<a href="#">570.703</a>	Integrated Agreement							R
C	<a href="#">552.270-28</a>	<a href="#">570.703</a>	Mutuality of Obligation							R
C	<a href="#">552.270-29</a>	<a href="#">570.703</a>	Acceptance of Space							R
C	<a href="#">552.270-30</a>	<a href="#">570.703</a>	Price Adjustment for Illegal or Improper Activity							
C	<a href="#">552.270-31</a>	<a href="#">570.703</a>	Prompt Payment.							
C	<a href="#">552.270-32</a>	<a href="#">570.703</a>	Covenant Against Contingent Fees.							
P	52.203-2	<a href="#">570.601(e)</a>	Certificate of Independent Price Determination							WR
C	52.203-7	<a href="#">570.601(e)</a>	Anti-Kickback Procedures							WR
P	52.203-11	<a href="#">570.701(d)</a>	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions							WR
P	52.204-3	<a href="#">570.601(a)</a>	Taxpayer Identification							WR
P	52.209-5	<a href="#">570.601(e)</a>	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters							WR
C	52.209-6	<a href="#">570.701(c)</a>	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment							WR
C	52.215-2	<a href="#">570.601(e)</a>	Audit and Records—Negotiation							WR
P	52.215-5	<a href="#">570.701(j)</a>	Facsimile Proposals							WR
C	52.215-10	<a href="#">570.701(i)</a>	Price Reduction for Defective Cost or Pricing Data							WR
C	52.215-12	<a href="#">570.701(i)</a>	Subcontractor Cost or Pricing Data							WR
P	52.219-1	<a href="#">570.601(a)</a>	Small Business Program Representations							WR
C	52.219-8	<a href="#">570.601(e)</a>	Utilization of Small Business Concerns							WR
C	52.219-9	<a href="#">570.701(f)</a>	Small Business Subcontracting Plan,							WR
C	52.219-16	<a href="#">570.701(f)</a>	Liquidated Damages—Subcontracting Plan							WR
P	52.219-24	<a href="#">570.701(g)</a>	Small Disadvantaged Business Participation Program—Targets							WR
C	52.219-25	<a href="#">570.701(g)</a>	Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting							WR
C	52.219-26	<a href="#">570.701(k)</a>	Small Disadvantaged Business Participation Program—Incentive Subcontracting							WR
P	52.222-21	<a href="#">570.701(b)</a>	Prohibition of Segregated Facilities							WR
P	52.222-22	<a href="#">570.701(b)</a>	Previous Contracts and Compliance Reports							WR
P	52.222-24	<a href="#">570.701(h)</a>	Preaward On-site Equal Opportunity Compliance Review							WR
P	52.222-25	<a href="#">570.701(b)</a>	Affirmative Action Compliance							WR

P/C	Number	Reference.	Title	Sup	Serv	Const	A-E	SAT	Util	Leas
C	52.222-26	<a href="#">570.701(b)</a>	Equal Opportunity							WR
C	52.222-35	<a href="#">570.701(b)</a>	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era							WR
C	52.222-36	<a href="#">570.601(a)</a>	Affirmative Action for Workers with Disabilities							WR
C	52.222-37	<a href="#">570.701(b)</a>	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era							WR
C	52.223-6	<a href="#">570.601(e)</a>	Drug-Free Workplace							WR
C	52.232-23	<a href="#">570.601(a)</a>	Assignment of Claims							WR
C	52.233-1	<a href="#">570.601(a)</a>	Disputes							WR
P	52.233-2	<a href="#">570.601(e)</a>	Service of Protest							WR

\* Clauses prescribed in GSAR [570.703](#) are optional for acquisitions that do not exceed the simplified lease acquisition threshold.

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**PART 553—FORMS**

**Subpart 553.1—General**

**553.101 Requirements for use of forms.**

Parts 501–552 and 570 prescribe the requirements for use of GSA forms illustrated or referenced in this part. You may identify the prescription as follows:

(a) *Forms available on-line.* The list of forms available on-line in 553.370-1 identifies the basic prescription for each referenced form.

(b) *Illustrated forms.* The prescription for each illustrated form is identified by a cross-reference shown on the illustration. When a form is mentioned in more than one place in this regulation, the section referenced on the illustration is the section that contains the basic prescription.

**553.102 Current editions.**

You must use the current edition of the forms identified in [Subpart 553.3](#) unless otherwise authorized under this regulation.

**553.170 Establishing and revising GSA Forms.**

(a) If two or more GSA Services or Offices use a GSA form, the Office of Acquisition Policy maintains the form.

(b) If only one GSA Service or Office uses a GSA form or if the form is used for a contract type unique to one Service or Office (e.g., construction contracts), that Service or Office is responsible for maintaining the form.

(c) Any proposed new or revised GSA acquisition related form must be submitted to the Office of Acquisition Policy for review and concurrence.

**Subpart 553.3—Illustrations of Forms**

**553.300 Scope of subpart.**

This subpart illustrates standard and GSA forms prescribed or referenced in Parts 501–551 and 570. Instructions on completing a form, if included, are identified by the suffix “I” after the GSAR section number.

**553.300-70 Forms not illustrated.**

This subpart does not illustrate either:

(a) Standard forms illustrated in the FAR.

(b) Forms available on-line. You can access the forms listed below at the location indicated.

Reference	Form No.	Title	On-line Location
<a href="#">570.801</a>	Standard Form 2	U.S. Government Lease for Real Property	<a href="http://www.gsa.gov/pbs/pe/stancla/stancla.htm">http://www.gsa.gov/pbs/pe/stancla/stancla.htm</a>
<a href="#">552.238-74</a>	GSA Form 72A	Contractor’s Report of Sales	<a href="http://vsc.gsa.gov">http://vsc.gsa.gov</a>
<a href="#">570.802(b)</a>	GSA Form 276	Supplemental Lease Agreement	<a href="http://www.gsa.gov/forms">http://www.gsa.gov/forms</a>
<a href="#">513.302-70(b)</a>	GSA Form 300	Order for Supplies and Services	<a href="http://www.gsa.gov/forms">http://www.gsa.gov/forms</a>
<a href="#">513.302-70(a)(3)</a>	GSA Form 300A	Order for Supplies and Services (Continuation)	<a href="http://www.gsa.gov/forms">http://www.gsa.gov/forms</a>
<a href="#">509.105-1(a)</a>	GSA Form 527	Contractor’s Qualifications and Financial Information	<a href="http://www.gsa.gov/forms">http://www.gsa.gov/forms</a>
<a href="#">532.905-71(a)</a>	GSA Form 1142	Release of Claims	<a href="http://www.gsa.gov/forms">http://www.gsa.gov/forms</a>
<a href="#">570.802(c)</a>	GSA Form 1364	Proposal to Lease Space	<a href="http://www.gsa.gov/forms">http://www.gsa.gov/forms</a>
<a href="#">570.802(d)</a>	GSA Form 1217	Lessor’s Annual Cost Statement	<a href="http://www.gsa.gov/forms">http://www.gsa.gov/forms</a>
514.407-72	GSA Form 1535	Recommendation for Award(s)	<a href="http://www.gsa.gov/forms">http://www.gsa.gov/forms</a>
<a href="#">513.106-3</a>	GSA Form 2010	Small Purchase Tabulation Source List/Abstract	<a href="http://www.gsa.gov/forms">http://www.gsa.gov/forms</a>
<a href="#">532.905-70</a>	GSA Form 2419	Certification of Progress Payments Under Fixed-Price Construction Contracts	<a href="http://www.gsa.gov/forms">http://www.gsa.gov/forms</a>
<a href="#">501.603-3(e)(1)</a>	GSA Form 3409	Personal Qualifications Statement for Appointment as Contracting Officer	<a href="http://www.gsa.gov/forms">http://www.gsa.gov/forms</a>
<a href="#">504.803(b)</a>	GSA Form 3420	Contract/Modification File Checklist File Format (Award)	<a href="http://www.gsa.gov/forms">http://www.gsa.gov/forms</a>
<a href="#">503.104-4</a>	GSA Form 3617	Record of Authorization of Access to Proprietary or Source Selection Information	<a href="http://www.gsa.gov/forms">http://www.gsa.gov/forms</a>
<a href="#">570.802(a)</a>	GSA Form 3626	U.S. Government Lease for Real Property (Short Form)	<a href="http://www.gsa.gov/pbs/pe/stancla/stancla.htm">http://www.gsa.gov/pbs/pe/stancla/stancla.htm</a>
<a href="#">519.7009(a)</a>	GSA Form 3695	Mentor-Protégé Program Application	<a href="http://www.gsa.gov/forms">http://www.gsa.gov/forms</a>

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# AMENDMENT 2011-01 JUNE 27, 2011

## PART 570—ACQUIRING LEASEHOLD INTERESTS IN REAL PROPERTY

Sec.

<b>Subpart 570.1—General</b>		<b>Subpart 570.3—Acquisition Procedures for Leasehold Interests in Real Property Over the Simplified Lease Acquisition Threshold</b>	
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570.103	Authority to lease.	570.303	Solicitation for offers.
570.104	Competition.	570.303-1	Preparing the SFO.
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570.106	Advertising, publicizing, and notifications to Congress.	570.304	General source selection procedures.
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570.107	Oral presentations.	570.306	Evaluating offers.
570.108	Responsibility determination.	570.307	Negotiations.
570.109	Certifications.	570.308	Award.
570.110	Cost or pricing data and information other than cost or pricing data.	570.309	Debriefings.
570.111	Inspection and acceptance.	<b>Subpart 570.4—Special Aspects of Contracting for Continued Space Requirements</b>	
570.112	Awards to Federal employees.	570.401	Renewal options.
570.113	Disclosure of mistakes after award.	570.402	Succeeding leases.
570.114	Protests.	570.402-1	General.
570.115	Novation and change of ownership.	570.402-2	Publicizing/Advertising.
570.116	Contract format.	570.402-3	Market survey.
570.117	Sustainable requirements for lease acquisition.	570.402-4	No potential acceptable locations.
570.117-1	Federal leadership in environmental, energy, and economic performance.	570.402-5	Potential acceptable locations.
570.117-2	Guiding principles for federal leadership in high performance and sustainable buildings.	570.402-6	Cost-benefit analysis.
<b>Subpart 570.2—Simplified Lease Acquisition Procedures</b>		570.403	Expansion requests.
570.201	Purpose.	570.404	Superseding leases.
570.202	Policy.	570.405	Lease extensions.
570.203	Procedures.	<b>Subpart 570.5—Special Aspects of Contracting for Lease Alterations</b>	
570.203-1	Market survey.	570.501	General.
570.203-2	Competition.	570.502	Alterations by the lessor.
570.203-3	Soliciting offers.	570.502-1	Justification and approval requirements.
570.203-4	Negotiation, evaluation, and award.	570.502-2	Procedures.
		570.503	Alterations by the Government or through a separate contract.
		<b>Subpart 570.6—Contracting for Overtime Services and Utilities in Leases</b>	
		570.601	General.
		<b>Subpart 570.7—Solicitation Provisions and Contract Clauses</b>	
		570.701	FAR provisions and clauses.
		570.702	GSAR solicitation provisions.
		570.703	GSAR contract clauses.
		570.704	Deviations to provisions and clauses.
		<b>Subpart 570.8—Forms</b>	
		570.801	Standard forms.
		570.802	GSA forms.

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## PART 570—ACQUIRING LEASEHOLD INTERESTS IN REAL PROPERTY

### Subpart 570.1—General

**570.101 Applicability.**

(a) This part applies to acquisitions of leasehold interests in real property except:

- (1) Leasehold interests acquired by the power of eminent domain or by donation.
- (2) Acquisition of leasehold interests in bare or unimproved land.

(b) In addition, the GSAR rules in the table below apply. Other provisions of 48 CFR Chapter 5 (GSAR) do not apply to leases of real property unless specifically cross-referenced in this [Part 570](#).

GSAR Rules Applicable to Acquisitions of Leasehold Interests in Real Property			
<a href="#">501</a>	<a href="#">515.209-70</a>	<a href="#">519.12</a>	<a href="#">533</a>
<a href="#">502</a>	<a href="#">515.305</a>	<a href="#">522.805</a>	<a href="#">536.271</a>
<a href="#">503</a>	<a href="#">517.202</a>	<a href="#">522.807</a>	<a href="#">537.2</a>
<a href="#">509.4</a>	<a href="#">517.207</a>	<a href="#">532.111</a>	<a href="#">552</a>
<a href="#">514.407</a>	<a href="#">519.7</a>		<a href="#">553</a>

(c) The following GSAM provisions apply to acquisitions of leasehold interests in real property. These are in addition to the GSAR requirements identified in [570.101\(b\)](#).

GSAM Applicable to Acquisitions of Leasehold Interests in Real Property			
<a href="#">501</a>	<a href="#">507</a>	<a href="#">522.14</a>	<a href="#">532.8</a>
<a href="#">503</a>	<a href="#">519.3</a>	<a href="#">523.4</a>	<a href="#">532.9</a>
<a href="#">504.2</a>	<a href="#">519.6</a>	<a href="#">530</a>	<a href="#">532.11</a>
<a href="#">504.9</a>	<a href="#">519.7</a>	<a href="#">532.1</a>	<a href="#">533</a>
<a href="#">505</a>	<a href="#">519.12</a>	<a href="#">532.4</a>	<a href="#">537.2</a>
<a href="#">506</a>	<a href="#">522.13</a>	<a href="#">532.6</a>	

(d) The FAR does not apply to leasehold acquisitions of real property. Where referenced in this part, FAR provisions have been adopted based on a statutory requirement applicable to such lease acquisitions or as a matter of policy, including, but not limited to “Federal agency procurement” as defined at FAR 3.104.

**570.102 Definitions.**

“ANSI/BOMA Office Area (ABOA)” means the area “where a tenant normally houses personnel, and/or furniture, for which a measurement is to be computed,” as stated by the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) publication Z65.1-1996.

“Contract” means lease.

“Contractor” means lessor.

“Landlord” or “lessor” means any individual, firm, partnership, trust, association, State or local government, or other legal entity that leases real property to the Government.

“Lease” or “leasehold interest in real property” means a conveyance to the Government of the right of exclusive possession of real property for a definite period of time by a landlord. It may include operational services provided by the landlord.

“Lease acquisition” means the acquiring by lease of an interest in improved real property for use by the Government, whether the space already exists or must be constructed.

“Lease extension” means extension of the expiration date of a lease to provide for continued occupancy on a short term basis.

“Lease renewal” (option) means the right, but not the obligation of the Government to continue a lease upon specified terms and conditions, including lease term and rent.

“Lessee” or “tenant” means the United States of America.

“Operational services” means services that support use of a leased property, such as heating, ventilation, air conditioning, utilities, and custodial services.

“Simplified lease acquisition procedures” mean the procedures for awarding leases at or below the simplified lease acquisition threshold.

“Simplified lease acquisition threshold” means the simplified acquisition threshold (see FAR 2.101), when applied to the average annual amount of rent for the term of the lease, including option periods and excluding the cost of services.

“Small business” means a concern including affiliates, which is organized for profit, is independently-owned and operated, is not dominant in the field of leasing commercial real estate, and that has annual average gross receipts for the preceding three fiscal years which are less than the size standard established by the Small Business Administration pursuant to 13 CFR Part 121. The size standards may be found at [http://www.sba.gov/size/sizetable\\_2002.html](http://www.sba.gov/size/sizetable_2002.html). For most lease procurements, the NAICS code is 531190.

“Solicitation for Offers (SFO)” means a request for proposals.

“Substantially as follows” or “substantially the same as,” when used in prescribing a provision or clause, means that the contracting officer may prepare and use a variation of that provision or clause to accommodate requirements peculiar to an individual acquisition. The variation must include the salient features of the FAR or GSAR provision or clause. It must also be consistent with the intent, principle, and substance of the FAR or GSAR provision or clause and related coverage on the subject matter.

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## 570.103

## GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL

“Succeeding lease” means a lease whose effective date immediately follows the expiration date of an existing lease for space in the same building.

“Superseding lease” means a lease that replaces an existing lease, prior to the scheduled expiration of the existing lease term.

### 570.103 Authority to lease.

(a) The Administrator of General Services is authorized by 40 U.S.C. §585 to enter into a lease agreement for the accommodation of a Federal agency in a building (or improvement) which is in existence or being erected by the lessor for the accommodation of the Federal agency. The lease agreement may not bind the Government for more than 20 years.

(b) The contracting officer has exclusive authority to enter into and administer leases on the Government’s behalf to the extent provided in the certificate of appointment as a contracting officer. Nothing in this paragraph is intended to limit the contracting officer’s authority to designate, consistent with statute and regulation, a contracting officer’s representative.

### 570.104 Competition.

Unless the contracting officer uses the simplified procedures in [Subpart 570.2](#), the competition requirements of FAR Part 6 apply to acquisition of leasehold interests in real property.

### 570.105 Methods of contracting.

#### 570.105-1 Contracting by negotiation.

Contracting by negotiation is appropriate for acquiring space in a building through a lease contract. The contracting officer will usually need to conduct discussions with offerors about their proposals and consider factors other than price in making the award.

#### 570.105-2 Criteria for the use of two-phase design-build.

The contracting officer may use the two-phase design-build selection procedures in 41 U.S.C. 253m for lease construction projects. This includes lease construction projects with options to purchase the real property leased. Use the procedures in 41 U.S.C. 253m and FAR 36.3 when the conditions in (a) and (b) below are met:

(a) The contracting officer anticipates that the lease will involve the design and construction of a building, facility, or work for lease to the Government.

(b) The contracting officer determines whether the procedures are appropriate for entering into a lease construction contract based on the following:

(1) The contracting officer expects to receive three or more offers.

(2) Offerors will need to perform design work before developing a price.

(3) Offerors will incur a substantial amount of expense in preparing offers.

(4) The contracting officer considers criteria such as the following:

(i) The extent to which the project requirements have been adequately defined.

(ii) The time constraints for delivery of the project.

(iii) The capability and experience of potential contractors.

(iv) The past performance of potential contractors.

(v) The suitability of the project for use of the two-phase selection procedures.

(vi) The capability of the agency to manage the two-phase selection process.

(vii) Other criteria established by the HCA.

(c) See 570.305 for additional information.

### 570.106 Advertising, publicizing, and notifications to Congress.

(a) If a proposed acquisition is not exempt under FAR 5.202 or GSAR [570.106](#)(e), and is for a leasehold interest in real property estimated to exceed 10,000 square feet, then the contracting officer must publicize the proposed acquisition in <http://www.FBO.gov>.

(b) For leasehold acquisitions where the solicitation requires the construction of a new building on a preselected site, the contracting officer, in accordance with the time-frames established in FAR 5.203, must publicize the proposed acquisition in <http://www.FBO.gov> regardless of size or value.

(c) For leasehold acquisitions not subject to a square foot measurement (e.g., antennas, piers, parking), contracting officers must publicize the proposed acquisition in <http://www.FBO.gov> when the contract action is expected to exceed \$25,000, unless an exception under FAR 5.202 applies.

(d) Other than as identified in paragraphs (a) through (c) of this section, the contracting officer need not publicize the proposed acquisition of a leasehold interest in real property, including expansion requests within the scope of a lease (see 570.403), lease extensions under the conditions defined in 570.405, and building alterations within the scope of a lease (see 570.5). However, the contracting officer may publicize proposed lease acquisitions of any dollar value or square footage in <http://www.FBO.gov> or local newspapers if, in the opinion of the contracting officer, doing so is necessary to promote competition.

(e) The contracting officer may issue a consolidated advertisement for multiple leasing actions.

(f) Except as otherwise provided in paragraph (b) of this section, where publicizing of the proposed acquisition is

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required, the notice shall be published in <http://www.FBO.gov> not less than three calendar days prior to issuance of a solicitation.

(g) Except as otherwise provided in paragraph (b) of this section and as set forth in paragraphs (g) and (h) of this section, the contracting officer shall provide offerors not less than 20 calendar days between solicitation issuance and the date established for receipt of initial offers.

(1) For a proposed acquisition using simplified lease acquisition procedures (see 570.2), consider the individual acquisition and establish a reasonable response time.

(2) In cases of unusual and compelling urgency (FAR 6.303-2), provide as much time as reasonably possible under the circumstances and document the contract file.

(h) If a Member of Congress has specifically requested notification of award, the contracting officer must provide award notifications in accordance with 505.303.

## 570.106-1 Synopsis of lease awards.

(a) Except for lease actions described in paragraph (b) of this section, contracting officers must synopsise in <http://www.FBO.gov> awards exceeding \$25,000 total contract value that are likely to result in the award of any subcontracts. However, the dollar threshold is not a prohibition against publicizing an award of a smaller amount when publicizing would be advantageous to industry or to the Government.

(b) A notice is not required if—

(1) The notice would disclose the occupant agency's needs and the disclosure of such needs would compromise the national security; or

(2) The lease—

(i) Is for an amount not greater than the simplified lease acquisition threshold;

(ii) Was made through a means where access to the notice of proposed lease action was provided through <http://www.FBO.gov>; and

(iii) Permitted the public to respond to the solicitation electronically.

(c) Justifications for other than full and open competition must be posted in <http://www.FBO.gov>. Information exempt from public disclosure must be redacted.

## 570.107 Oral presentations.

The contracting officer may require oral presentations for acquisitions of leasehold interests in real property. Follow the procedures in FAR 15.102.

## 570.108 Responsibility determination.

(a) Determine that the prospective awardee is responsible with respect to the lease under consideration. The standards in FAR 9.104 apply. As part of the determination that a prospec-

tive contractor is otherwise qualified and eligible for award, review the Excluded Parties List System (EPLS).

(b) The contracting officer's signature on the contract is deemed an affirmative determination.

(c) If the contracting officer finds an offeror nonresponsible, sign and place in the contract file a determination of non-responsibility. State the basis for the determination.

(d) If the contracting officer finds a small business concern nonresponsible, the procedures at FAR 19.6 apply. Place all documents and reports supporting a determination of responsibility or nonresponsibility in the lease file.

## 570.109 Certifications.

Before awarding a lease, review applicable representations and certifications for compliance with statute and regulations.

## 570.110 Cost or pricing data and information other than cost or pricing data.

(a) The policies and procedures of FAR 15.403 apply to lease contract actions.

(b) FAR 15.403-1 defines exceptions to and waivers for submitting cost or pricing data. Most leasing actions will have adequate price competition. For price analysis of offered rental rates, the contracting officer may use a market survey, an appraisal conducted using accepted real property appraisal procedures to establish a market price for comparison, or other relevant market research data. For price analysis of offered tenant improvement costs, obtain two offers or cost and pricing data.

(c) In exceptional cases, the requirement for submission of certified cost or pricing data may be waived under FAR 15.403-1(c)(4).

(d) If cost or pricing data are required, follow the procedures in FAR 15.403-4 and 15.406-2.

## 570.111 Inspection and acceptance.

Before accepting the space, the contracting officer must verify that the space complies with the Government's requirements and specifications and document this in an inspection report. The inspection and acceptance document must contain the square footage accepted and the acceptance date. Include the inspection and acceptance in the contract file. When space such as piers, antennas, and parking are leased, square footage may not be the manner in which the amount of space is specified; therefore, document that the space complies with the Government's written requirements.

## 570.112 Awards to Federal employees.

If the contracting officer receives an offer from an officer or employee of the Government, follow the procedures in FAR 3.6.

**570.113 Disclosure of mistakes after award.**

If a mistake in a lessor's offer is discovered after award, the contracting officer should process it substantially in accordance with FAR 14.407-4 and GSAM [514.407-4](#).

**570.114 Protests.**

FAR 33.1 and [533.1](#) apply to protests of lease acquisitions.

**570.115 Novation and change of ownership.**

In the event of a transfer of ownership of the leased premises or a change in the lessor's legal name, FAR 42.12 applies.

**570.116 Contract format.**

The uniform contract format is not required for leases of real property.

**570.117 Sustainable requirements for lease acquisition.**

Contracting officers must include sustainable design requirements appropriate for the type of leasing action in the solicitations for offers. Contracting officers can find solicitation requirements and instructions on <http://www.gsa.gov/leasing> under Leasing Policies and Procedures, Green Leasing, and in the Leasing Desk Guide to assist them in complying with GSA's sustainable requirements identified in this part.

**570.117-1 Federal leadership in environmental, energy, and economic performance.**

In order to create a clean energy economy that will increase our Nation's prosperity, promote energy security, protect the interests of taxpayers, and safeguard the health of our environment, GSA will accomplish all requirements of E.O. 13514 that apply to lease acquisition.

**570.117-2 Guiding principles for federal leadership in high performance and sustainable buildings.**

GSA is committed to the design, construction, operation, and maintenance of leased space that comply with all of the following Guiding Principles:

- (a) Employ Integrated Design Principles;
- (b) Optimize Energy Performance;
- (c) Protect and Conserve Water;
- (d) Enhance Indoor Environmental Quality; and
- (e) Reduce the Environmental Impact of Building Materials.

**Subpart 570.2—Simplified Lease Acquisition Procedures**

**570.201 Purpose.**

This subpart prescribes simplified procedures for small leases. These procedures reduce administrative costs, while

improving efficiency and economy, when acquiring small leasehold interests in real property.

**570.202 Policy.**

Use simplified lease acquisition procedures to the maximum extent practicable for actions at or below the simplified lease acquisition threshold.

**570.203 Procedures.**

**570.203-1 Market survey.**

Conduct a market survey to identify potential sources. Use information available in GSA or from other sources to identify locations that will meet the Government's requirements.

**570.203-2 Competition.**

(a) To the maximum extent practicable, the contracting officer must solicit at least three sources to promote competition. If there are repeated requirements for space in the same market, invite two sources, if practicable, that are not included in the most recent solicitation to submit offers.

(b) If the contracting officer solicits only one source, document the file to explain the lack of competition.

**570.203-3 Soliciting offers.**

(a) The contracting officer must solicit offers by providing each prospective offeror a proposed short form lease GSA Form 3626 or SFO. The short form lease or SFO must:

- (1) Describe the Government's requirements.
- (2) List all award factors, including price or cost, and any significant subfactors that the contracting officer will consider in awarding the lease.
- (3) State the relative importance of the evaluation factors and subfactors.
- (4) State whether all evaluation factors other than cost or price, when combined, are either:
  - (i) Significantly more important than cost or price.
  - (ii) Approximately equal in importance to cost or price.
  - (iii) Significantly less important than cost or price.
- (5) Include either in full text or by reference, applicable FAR provisions and contract clauses required by [570.6](#).
- (6) Include sustainable design requirements.

(b) As necessary, review with prospective offerors the Government's requirements, pricing matters, evaluation procedures and submission of offers.

**570.203-4 Negotiation, evaluation, and award.**

(a) If the contracting officer needs to conduct negotiations, use the procedures in [570.307](#).

(b) Evaluate offers in accordance with the solicitation. Evaluate prices and document the lease file to demonstrate

whether the proposed contract prices are fair and reasonable. See [570.110](#).

(c) If the total price, including options, exceeds the amount established by FAR 15.403-4, consider whether the contracting officer needs cost and pricing data to determine that the price is fair and reasonable. In most cases, the exceptions at FAR 15.403-1 will apply.

(d) Regardless of the process used, the contracting officer must determine whether the price is fair and reasonable.

(e) If the total contract value of the lease, including options, will exceed the amount established by FAR 19.702(a), the proposed awardee must provide an acceptable small business subcontracting plan. This requirement does not apply if the proposed awardee is a small business concern.

(f) Make award to the responsible offeror whose proposal represents the best value to the Government considering price and other factors included in the solicitation.

### **Subpart 570.3—Acquisition Procedures for Leasehold Interests in Real Property Over the Simplified Lease Acquisition Threshold**

#### **570.301 Market survey.**

Conduct a market survey to identify potential sources. Use information available in GSA or from other sources to identify locations capable of meeting the Government's requirements.

#### **570.302 Description of requirements.**

(a) The description of requirements depends on the nature of the space the agency needs and the market available to satisfy that need.

(b) The description of requirements must include all the following:

- (1) A statement of the purpose of the lease.
- (2) Functional, performance, or physical requirements.
- (3) Any special requirements.
- (4) The delivery schedule.

(c) The description must promote full and open competition. Include restrictive provisions or conditions only to the extent necessary to satisfy the agency's needs or as authorized by law.

#### **570.303 Solicitation for offers.**

##### **570.303-1 Preparing the SFO.**

The SFO forms the basis for the lease negotiation process and becomes part of the lease. Document each SFO in writing or electronically. Include the information necessary to enable prospective offerors to prepare proposals. Each SFO, at a minimum, must:

- (a) Describe the Government's requirements.

(b) State the method the Government will use to measure space.

(c) Explain how to structure offers.

(d) Specify a date, time, and place for submission of offers.

(e) Explain how the Government will evaluate offers.

(f) Describe the source selection procedures the Government will use.

(g) Include a statement outlining the information the Government may disclose in debriefings.

(h) Include appropriate forms prescribed in [570.8](#).

(i) Include sustainable design requirements.

##### **570.303-2 Issuing the SFO.**

Release the SFO to all prospective offerors at the same time. The SFO may be released electronically.

##### **570.303-3 Late offers, modifications of offers, and withdrawals of offers.**

Follow the procedures in FAR 15.208.

##### **570.303-4 Changes to SFOs.**

(a) If the Government's requirements change, either before or after receipt of proposals, issue an amendment. Document the amendment using the same method as for the SFO, written or electronic.

(b) If time is critical, you may provide information on SFO amendments orally.

(1) Make a record of the information provided.

(2) Provide, or attempt to provide, the notice to all offerors or prospective offerors on the same day.

(3) Promptly confirm the information provided orally in a written amendment.

(c) Distribute an amendment as follows:

(1) If before the proposal due date, send the amendment to all prospective offerors who were sent a copy of the SFO.

(2) If after proposal receipt, send the amendment to each offeror who submitted a proposal.

(d) If an amendment is so substantial that it requires a complete revision of the SFO, cancel the SFO, readvertise if required by [570.106](#), and issue a new SFO.

(e) If there are changes to the Government's requirements for amount of space, delineated area, occupancy date, and/or other major aspects of the requirements, the contracting officer shall consider whether there is a need to readvertise, and to document the file accordingly.

##### **570.304 General source selection procedures.**

(a) These procedures apply to acquisitions of leasehold interests except if the contracting officer uses one of the following:

- (1) Simplified lease acquisition procedures authorized by [570.2](#).

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## 570.305

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(2) Two-phase design-build selection procedures authorized by [570.105-2](#).

(b) The contracting officer is designated as the source selection official unless the HCA appoints another individual for a particular leasing action or group of leasing actions.

(c) In a trade off procurement, the contracting officer must include price or cost to the Government, past performance, the planned participation of small disadvantaged business concerns in performance of the contract, and other factors as required by FAR 15.304 as evaluation factors. The contracting officer may include other evaluation factors as needed.

(d) The evaluation factors and significant subfactors must comply with FAR 15.304 and either one of the following:

(1) FAR 15.101-1 if the contracting officer will use the tradeoff process.

(2) FAR 15.101-2 if the contracting officer will use the lowest price technically acceptable source selection process.

### 570.305 Two-phase design-build selection procedures.

(a) These procedures apply to acquisitions of leasehold interests if the contracting officer uses the two-phase design-build selection procedures authorized by [570.105-2](#). Follow FAR 36.3.

(b) The SFO must include all the following information:

(1) The Scope of Work.

(2) The evaluation factors and subfactors to be used in evaluating phase-one proposals and their relative importance.

(3) The maximum number of offerors to be selected to submit competitive proposals in phase-two.

(4) The evaluation factors, including cost or price, and subfactors to be used in evaluating phase-two proposals and selecting the successful offeror, and their relative importance.

(c) The following procedures apply to phase-one evaluation factors:

(1) Phase one factors include:

(i) Specialized experience and technical competence.

(ii) Capability to perform.

(iii) Past performance of the offeror's team (including architect-engineer and construction members of the team).

(iv) The planned participation of small disadvantaged business concerns in performance of the contract.

(v) Other appropriate factors, such as site or location.

(2) The contracting officer shall not require offerors to submit detailed design information or cost or price information in phase one. The contracting officer shall not use cost related or price related evaluation factors.

(d) The contracting officer shall set the maximum number of offerors to be selected for phase-two to not exceed five unless the contracting officer determines that a number greater than five is both:

(1) In the government's interest.

(2) Consistent with the purpose and objectives of the two-phase selection process.

(e) In phase-two, require detailed technical and price proposals. Evaluate the proposals using the procedures in [570.306](#).

### 570.306 Evaluating offers.

(a) The contracting officer must evaluate offers solely in accordance with the factors and subfactors stated in the SFO.

(b) Evaluate prices and document the lease file to demonstrate that the proposed contract price is fair and reasonable. The contracting officer must review the elements of the offeror's proposed rent to analyze whether the individual elements are realistic and reflect the offeror's clear understanding of the work to be performed. The contracting officer must discuss any inconsistencies with the offeror. If the offeror refuses to support or make any changes to the rent proposed, consider the risk to the Government prior to making any lease award.

(c) Evaluate past performance on previous lease projects in accordance with [515.305](#) and FAR 15.305(a)(2). Obtain information through:

(1) Questionnaires tailored to the circumstances of the acquisition;

(2) Interviews with program managers or contracting officers;

(3) Other sources; or

(4) Past performance information collected under FAR 42.15 and available through the Past Performance Information Retrieval System (PPIRS) at <http://www.ppirs.gov>.

(d) The contracting officer may obtain information to evaluate an offeror's past performance on subcontracting plan goals and small disadvantaged business participation, monetary targets, and notifications under FAR 19.1202-4(b) from the following sources:

(1) The Small Business Administration;

(2) Information on prior contracts from contracting officers and administrative contracting officers;

(3) Offeror's references; and

(4) Past performance information collected under FAR 42.15 and available through PPIRS.

(e) Document the evaluation of award factors other than price listed in the solicitation. The file must include the basis for evaluation, an analysis of each offer, and a summary of findings.

(f) Also see the requirements in [570.108](#), [570.109](#) and [570.111](#).

### 570.307 Negotiations.

(a) Follow the procedures in FAR 15.306 and 15.307 for exchanges (including clarifications, communications, negotiations, discussions, and revisions).



- (b) Place a written record of all exchanges in the lease file.
- (c) Provide prompt written notice to any offeror excluded from the competitive range or otherwise eliminated from the competition in accordance with FAR 15.503(a).

**570.308 Award.**

- (a) Make award to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the SFO.
- (b) Make award in writing and in the timeframe specified in the SFO.
  - (1) If the contracting officer cannot make an award in that time, request in writing from each offeror an extension of the acceptance period through a specific date.
  - (2) If time is critical, the contracting officer may request the extensions orally. The contracting officer must make a record of the request and confirm it promptly in writing.
- (c) Notify unsuccessful offerors in writing or electronically in accordance with FAR 15.501 and 15.503(b).
- (d) The source selection authority may reject all proposals received in response to an SFO, if doing so is in the best interest of the Government.

**570.309 Debriefings.**

The procedures of FAR 15.505 and 15.506 apply to leasing actions.

**Subpart 570.4—Special Aspects of Contracting for Continued Space Requirements**

**570.401 Renewal options.**

- (a) *Exercise of options.* Before exercising an option to renew, follow the procedures in [517.207](#). The contract must first provide the right to renew the lease. If a renewal option was not evaluated as part of the lease at award, then the addition of a renewal option during the lease term must satisfy the requirements of GSAM [506](#) regarding full and open competition.
- (b) *Market information review.* Before exercising an option to renew a lease, review current market information to determine that the rental rate in the option is fair and reasonable.

**570.402 Succeeding leases.**

**570.402-1 General.**

- (a) If a succeeding lease for the continued occupancy of space in a building does not exceed the simplified lease acquisition threshold, the contracting officer may use the simplified

procedures in [570.2](#). Explain the absence of competition in the contract file.

- (b) If a succeeding lease will exceed the simplified lease acquisition threshold, the contracting officer may enter into the lease under either of the following conditions:

- (1) The contracting officer does not identify any potential acceptable locations.
- (2) The contracting officer identifies potential acceptable locations, but a cost-benefit analysis indicates that award to an offeror other than the present lessor will result in substantial relocation costs or duplication of costs to the Government, and the Government cannot expect to recover such costs through competition.

**570.402-2 Publicizing/Advertising.**

The contracting officer must publish a notice if required by [570.106](#). The notice should:

- (a) Indicate that the Government's lease is expiring.
- (b) Describe the requirements in terms of type and quantity of space.
- (c) Indicate that the Government is interested in considering alternative space if economically advantageous, and that otherwise the Government intends to pursue a sole source acquisition.
- (d) Advise prospective offerors that the Government will consider the cost of moving, alterations, etc., when deciding whether it should relocate.
- (e) Provide a contact person for those interested in providing space to the Government.

**570.402-3 Market survey.**

Conduct a market survey following [570.301](#).

**570.402-4 No potential acceptable locations.**

If the contracting officer does not identify any potential acceptable locations through the advertisement or the market survey, prepare a written justification to negotiate directly with the present lessor. Fully document the efforts to locate alternative sources. Prepare the justification and obtain approval following FAR 6.3 and [506.3](#).

**570.402-5 Potential acceptable locations.**

If the contracting officer identifies potential acceptable locations through the advertisement or market survey, conduct a cost-benefit analysis following the procedures [570.402-6](#). Based on the results of the cost-benefit analysis, take appropriate action as follows:

- (a) If the cost-benefit analysis indicates that the Government will recover relocation costs and duplication of costs through competition, develop an SFO and negotiate with all interested parties following [570.3](#).
- (b) If the cost-benefit analysis indicates that the Government cannot expect to recover relocation costs and duplica-

tion of costs through competition, prepare a justification for approval in accordance with FAR 6.3 and [506.3](#). Explain both:

- (1) How the contracting officer performed the cost-benefit analysis.
- (2) That the cost-benefit analysis indicates that award to any other offeror will likely result in substantial costs to the Government that the Government cannot expect to recover through competition.

**570.402-6 Cost-benefit analysis.**

(a) The cost-benefit analysis must consider all the following:

- (1) The prices of other potentially available properties.
- (2) Relocation costs, including estimated costs for moving, telecommunications, and alterations, amortized over the firm term of the lease.
- (3) Duplication of costs to the Government.
- (4) Other appropriate considerations.

(b) Establish the prices for other potentially available properties by requesting each prospective offeror to provide an informational quotation for standard space for comparison purposes.

- (1) Adjust the prices quoted for standard space for any special requirements.
- (2) You do not need a formal SFO to obtain the informational quotation. However, you must provide a general description of the Government's needs.
- (3) If you obtain oral quotations, document the following information, as a minimum:
  - (i) Name and address of the firm solicited.
  - (ii) Name of the firm's representative providing the quote.
  - (iii) Price(s) quoted.
  - (iv) Description of the space and services for which the quote is provided.
  - (v) Name of the Government employee soliciting the quotation.
  - (vi) Date of the conversation.
- (4) Compare the informational quotations to the present lessor's price, adjusted to reflect the anticipated price for a succeeding lease.

**570.403 Expansion requests.**

- (a) If the expansion space is in the general scope of the lease, the contracting officer may acquire the space through a modification without further justification under FAR 6.3.
- (b) If the expansion space needed is outside the general scope of the lease, the contracting officer must determine whether it is more prudent to provide the expansion space by supplemental agreement to the existing lease or to meet the expansion requirement and existing tenancy to the requirement by competitive means.

(1) Conduct a market survey to determine the availability of suitable alternative locations.

(2) If you identify alternate locations that can satisfy the total requirement, perform a cost-benefit analysis to determine whether it is in the Government's best interest to relocate. Consider, as appropriate:

- (i) The cost of the alternate space compared to the cost of expanding at the existing location.
- (ii) The cost of moving.
- (iii) The cost of duplicating existing improvements.
- (iv) The cost of the unexpired portion of the firm lease term. If a termination is possible, use the actual cost of such an action.
- (v) The cost of disruption to the agency's operation.

(c) If the contracting officer determines not to use competitive procedures and the expansion space is outside the general scope of the lease:

- (1) If the estimated value of the acquisition does not exceed the simplified lease acquisition threshold, document the file as required by [570.203-2\(b\)](#).
- (2) If the estimated value of the acquisition exceeds the simplified lease acquisition threshold, prepare a justification for approval under FAR 6.3 and [506.3](#).

**570.404 Superseding leases.**

(a) Consider executing a superseding lease to replace an existing lease when the Government needs numerous or detailed modifications to the space that would cause complications or substantially change the present lease or when market conditions warrant renegotiation of an existing lease.

(b) If the value of the superseding lease exceeds the simplified lease acquisition threshold, the justification and approval requirements in FAR 6.3 and [506.3](#) apply. If the cost does not exceed the simplified lease acquisition threshold, the contracting officer may use the simplified procedures in [570.2](#) and explain the absence of competition in the file.

**570.405 Lease extensions.**

(a) This subsection applies to extension of the term of a lease to provide for continued occupancy on a short term basis.

(b) If the value of a lease extension will exceed the simplified lease acquisition threshold, the justification and approval requirements in FAR 6.3 and [506.3](#) apply. For extensions that will not exceed the simplified lease acquisition threshold, the contracting officer may use the simplified procedures in [570.2](#) and explain the absence of competition in the file.

(c) FAR 6.302-1 permits contracting without providing for full and open competition when the property or services needed by the agency are available from only one responsible source and no other type of property or services will satisfy the needs of the agency. This authority may apply to lease

extensions in situations such as, but not limited to, the following:

- (1) The agency occupying the leased space is scheduled to move into other Federally controlled space, but encounters unexpected delays in preparing the new space for occupancy.
- (2) The Government encounters unexpected delays outside of its control in acquiring replacement space.
- (3) The Government is consolidating various agencies and the contracting officer needs to extend the terms of some leases to establish a common expiration date.
- (4) The agency occupying the space has encountered delays in planning for a potential relocation to other federally controlled space due to documented organizational, financial, or other uncertainties.

**Subpart 570.5—Special Aspects of Contracting for Lease Alterations**

**570.501 General.**

(a) The procedures in [570.502](#) apply to alterations acquired directly from a lessor by modification or supplemental lease agreement. This is allowed if the following conditions are met:

- (1) The alterations fall within the scope of the lease. Consider whether the work can be regarded fairly and reasonably as part of the original lease requirement.
- (2) The lessor is willing to perform the proposed alterations at a fair and reasonable price.
- (3) It is in the Government’s interest to acquire the alterations from the lessor.

(b) If proposed alterations are outside the scope of the existing lease, decide whether to acquire the alterations through either:

- (1) A supplemental lease agreement, as justified and approved under [570.502-1](#).
- (2) Government performance or a separate contract. The lease must first provide the Government with the right to perform alterations to the leased space.

**570.502 Alterations by the lessor.**

**570.502-1 Justification and approval requirements.**

If the proposed alterations are outside the general scope of the lease and the contracting officer plans to acquire them from the lessor without competition, the following justification and approval requirements apply:

- (a) If the alteration project will not exceed the micro-purchase threshold identified in FAR 2.101(b), no justification and approval is required.
- (b) If the alteration project will exceed the micro-purchase threshold identified in FAR 2.101(b), but not the simplified lease acquisition threshold, the contracting officer may use

simplified acquisition procedures and explain the absence of competition in the file.

(c) If the alteration project will exceed the simplified lease acquisition threshold, the justification and approval requirements in FAR 6.3 and [506.3](#) apply.

**570.502-2 Procedures.**

(a) *Scope of work.* The contracting officer must prepare a scope of work for each alteration project.

(b) *Independent Government estimate.* The contracting officer must obtain an independent Government estimate for each alteration project, including changes to existing alteration agreements with the lessor.

(c) *Request for proposal.*

(1) The contracting officer must provide the scope of work to the lessor, including any plans and specifications, and request a proposal.

(2) The contracting officer must request sufficient cost or price information to permit a price analysis.

(d) *Audits.* If the contracting officer requires cost or pricing data and the alteration project will exceed the threshold identified in FAR 15.403-4, request an audit.

(e) *Proposal evaluation.* The contracting officer must—

- (1) Determine if the proposal meets the Government’s requirements.
- (2) Analyze price or cost information. At a minimum, compare the proposed cost to the independent estimate and, if applicable, any audit results received.
- (3) Analyze profit following FAR 15.404-4.
- (4) Document the analysis under this paragraph and the resulting negotiation objectives.

(f) *Price negotiations.* The contracting officer must—

- (1) Exercise sound judgment. Make reasonable compromises as necessary.
- (2) Provide the lessor with the greatest incentive for efficient and economical performance.
- (3) Document negotiations in the contract file, including discussions regarding restoration cost or waiver of restoration cost.

(g) *Order.* For modifications not exceeding the simplified acquisition threshold, lease contracting officers may delegate alteration contracting authority to a warranted contracting officer’s representative in GSA or the tenant agency. Alterations awards must reference the lease number. If the modification does not exceed the simplified acquisition threshold, the contracting officer may use GSA Form 300, Order for Supplies or Services. Reference the lease on the form.

(h) *Inspection and payment.* The contracting officer must not make final payment for alterations until the work is:

- (1) Inspected by a qualified Government employee or independent Government contractor.
- (2) Confirmed as completed in a satisfactory manner.

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**570.503 Alterations by the Government or through a separate contract.**

If the Government chooses to exercise its right to make the alterations rather than contracting directly with the lessor, the Government may either:

- (a) Have Federal employees perform the work.
- (b) Contract out the work using standard contracting procedures that apply to a construction contract performed on Federal property. If the Government decides to contract for the work, invite the lessor, as well as all other prospective contractors, to submit offers for the project.

officers may negotiate overtime rates for services and utilities and include those rates in leases where a need is projected. Only lease contracting officers may negotiate overtime rates.

(b) An independent government estimate is required in support of the negotiated rate.

(c) *Order.* To order overtime services and utilities, if the order does not exceed the simplified acquisition threshold, a warranted contracting officer's representative, in GSA or the tenant agency, may place an order. The order must reference the lease number.

(d) *Payment.* Do not make final payment for services and utilities until confirmed as delivered in a satisfactory manner.

**Subpart 570.6—Contracting for Overtime Services and Utilities in Leases**

**Subpart 570.7—Solicitation Provisions and Contract Clauses**

**570.601 General.**

(a) Lease tenant agencies may need overtime services and utilities on a regular or intermittent basis. Lease contracting

**570.701 FAR provisions and clauses.**

Include provisions or clauses substantially the same as the FAR provisions and clauses listed below.

If...	Then include...
(a) the estimated value of the acquisition exceeds the micro-purchase threshold identified in FAR 2.101	52.204-3 Taxpayer Identification. 52.204-6 Data Universal Numbering System (DUNS) Number. 52.204-7 Central Contractor Registration. 52.219-1 Small Business Program Representations. 52.219-28 Post-Award Small Business Program Rerepresentation (use if lease term exceeds five years). 52.232-23 Assignment of Claims. 52.232-33 Electronic Funds Transfer—Central Contractor Registration. 52.233-1 Disputes.
(b) the estimated value of the acquisition exceeds \$10,000	52.222-21 Prohibition of Segregated Facilities. 52.222-22 Previous Contracts and Compliance Reports. 52.222-25 Affirmative Action Compliance. 52.222-26 Equal Opportunity. 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. 52.222-36 Affirmative Action for Workers with Disabilities. 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.
(c) the estimated value of the acquisition is \$25,000 or more (not applicable to individuals)	52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.
(d) the estimated value of the acquisition exceeds the threshold identified in FAR 9.409(b)	52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.

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570.701

If...	Then include...	
(e) the estimated value of the acquisition exceeds \$100,000	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.
(f) the estimated value of the acquisition exceeds the simplified lease acquisition threshold.	52.203-2 52.203-7 52.204-5 52.209-5  52.215-2 52.219-8 52.223-6 52.233-2	Certificate of Independent Price Determination. Anti-Kickback Procedures. Women-Owned Business (Other than Small Business). Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. Audit and Records-Negotiation. Utilization of Small Business Concerns. Drug-Free Workplace. Service of Protest.
(g) the estimated value of the acquisition exceeds the threshold identified in FAR 19.708(b)	52.219-9 52.219-16	Small Business Subcontracting Plan. Liquidated Damages-Subcontracting Plan.
(h) the estimated value of the acquisition exceeds the threshold identified in FAR 19.1202-2(a) and the contracting officer is using a best value trade off analysis in an acquisition includes an evaluation factor that considers the extent of participation of small disadvantaged business concerns in accordance with FAR 19.12.	52.219-24 52.219-25	Small Disadvantaged Business Participation Program-Targets. Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting.
(i) the value of the contract is expected to exceed \$5 million and the performance period is 120 days or more.	52.203-13 52.203-14	Contractor Code of Business Ethics and Conduct. Display of Hotline Poster(s).
(j) the estimated value of the acquisition exceeds \$10 million.	52.222-24	Pre-award On-site Equal Opportunity Compliance Review.
(k) the contracting officer requires cost or pricing data for work or services exceeding the threshold identified in FAR 15.403-4	52.215-10 52.215-12	Price Reduction for Defective Cost or Pricing Data. Subcontractor Cost or Pricing Data.
(l) the contracting officer authorizes submission of facsimile proposals	52.215-5	Facsimile Proposals.
(m) negotiated acquisition provides monetary incentives based on actual achievement of small disadvantaged business subcontracting targets under FAR 19.1203 and 519.1203.	52.219-26	Small Disadvantaged Business Participation Program-Incentive Subcontracting.

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## 570.702 GSAR solicitation provisions.

Each SFO must include provisions substantially the same as the following, unless the contracting officer determines that the provision is not appropriate. However, document the file with the basis for deleting or substantially changing a clause.

[552.270-1](#) Instructions to Offerors—Acquisition of Leasehold Interests in Real Property. Use Alternate I if you decide that it is advantageous to the Government to allow offers to be submitted up to the exact time specified for award. Use

Alternate II if the Government intends to award without discussions. These two alternates are not exclusive.

[552.270-2](#) Historic Preference.

[552.270-3](#) Parties to Execute Lease.

## 570.703 GSAR contract clauses.

(a) Insert clauses substantially the same as the following in solicitations and contracts for leasehold interests in real property that exceed the simplified lease acquisition threshold, unless the contracting officer determines that a clause is not appropriate. However, document the file with the basis for deleting or substantially changing a clause. A deviation is not required under section 570.704 to determine that a clause in this section is not appropriate. Use the clauses at your discretion in actions at or below the simplified lease acquisition threshold.

[552.215-70](#) Examination of Records by GSA.

[552.270-4](#) Definitions. You must use this clause if you use [552.270-28](#).

[552.270-5](#) Subletting and Assignment.

[552.270-6](#) Maintenance of Building and Premises—Right of Entry.

[552.270-7](#) Fire and Casualty Damage.

[552.270-8](#) Compliance with Applicable Law.

[552.270-9](#) Inspection—Right of Entry.

[552.270-10](#) Failure in Performance.

[552.270-11](#) Successors Bound.

[552.270-12](#) Alterations.

[552.270-13](#) Proposals for Adjustment.

[552.270-14](#) Changes.

[552.270-15](#) Liquidated Damages. Insert this clause in solicitations and contracts if you have a critical requirement to meet the delivery date and you cannot establish an actual cost for the loss to the Government resulting from late delivery.

[552.270-16](#) Adjustment for Vacant Premises.

[552.270-17](#) Delivery and Condition.

[552.270-18](#) Default in Delivery—Time Extensions.

[552.270-19](#) Progressive Occupancy.

[552.270-20](#) Payment.

[552.270-21](#) Effect of Acceptance and Occupancy.

[552.270-22](#) Default by Lessor During the Term.

[552.270-23](#) Subordination, Nondisturbance and Attornment.

[552.270-24](#) Statement of Lease.

[552.270-25](#) Substitution of Tenant Agency.

[552.270-26](#) No Waiver.

[552.270-27](#) Integrated Agreement.

[552.270-28](#) Mutuality of Obligation.

[552.270-29](#) Acceptance of Space.

(b) Include the following provisions and clauses in leasehold interests in real property.

[552.270-30](#) Price Adjustment for Illegal Improper Activity.

[552.270-31](#) Prompt Payment.

[552.270-32](#) Covenant Against Contingent Fees.

## 570.704 Deviations to provisions and clauses.

(a) The contracting officer needs a deviation approved under Subpart [501.4](#) to omit any required provision or clause.

(b) The contracting officer also needs an approved deviation to modify the language of a provision or clause mandated by statute (*e.g.*, FAR 52.215-2, Audit and Records—Negotiation). The authorizing statute must allow for a waiver.

(c) Certain clauses required by non-GSA regulations require approval of the issuing agency before the contracting officer can delete or modify them. For example, FARs 52.222-26, Equal Opportunity; 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era; and 52.222-36, Affirmative Action for Workers with Disabilities, require the approval of the Department of Labor's Office of Federal Contract Compliance Programs before they can be deleted from or modified in the SFO or lease.

## Subpart 570.8—Forms

### 570.801 Standard forms.

Use Standard Form 2, U.S. Government Lease for Real Property, to award leases unless the contracting officer uses GSA Form 3626 (see [570.802](#)).

### 570.802 GSA forms.

(a) The contracting officer may use GSA Form 3626, U.S. Government Lease for Real Property (Short Form), to award leases if using the simplified leasing procedures in Subpart [570.2](#) or if the contracting officer determines it advantageous to use the form.

(b) The contracting officer may use GSA Form 276, Supplemental Lease Agreement, for actions requiring the agreement of both parties. This includes actions such as amending an existing lease to acquire additional space, obtaining partial

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release of space, revising the terms of a lease, settling restoration claims, and acquiring alterations.

(c) The contracting officer may use GSA Form 1364, Proposal To Lease Space, to obtain offers from prospective offerors.

(d) The contracting officer may use GSA Form 1217, Lessor's Annual Cost Statement, to obtain pricing information regarding offered services and lease commissions.

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