

General Services Administration
Washington, DC 20417

APD 2800.12B, CHGE 55
(October 1, 2012)

GSA ORDER

Subject: GSAR Change 55, GSAR Case 2006-G510, Rewrite of GSAR Part 504, Administrative Matters (Change 55)

1. Purpose. This order transmits a revision to the General Services Administration Acquisition Manual (GSAM).
2. Background. The General Services Administration amends the GSAR to revise and update the text addressing General Services Administration Regulation (GSAR) Part 504—Administrative Matters, GSAR Part 553—Forms, GSAR Subpart 504.4—Safeguarding Classified Information Within Industry, GSAR Subpart 504.5—Electronic Commerce in Contracting, and GSAR Subpart 504.6—Contract Reporting. This case also amends the GSAR by adding Subpart 504.11—Central Contractor Registration, and subpart 504.13—Personal Identity Verification of Contractor Personnel.

A proposed rule for GSAR Part 504, Administrative Matters, was published in the *Federal Register* at 73 FR 59589 on October 9, 2008. GSAR Case Number 2006-G510, Rewrite of GSAR Part 504, Administrative Matters, was established as a result of the GSA Acquisition Manual (GSAM) rewrite initiative undertaken by the GSA to revise the GSAM to maintain consistency with the Federal Acquisition Regulation (FAR) and implement streamlined and innovative acquisition procedures that contractors, offerors, and GSA acquisition personnel can utilize when entering into and administering contractual relationships.

GSA published GSAR Case 2006-G510, Change 55, final rule, in the *Federal Register* at 77 FR 59790 on October 1, 2012.

GSA published GSAR Case 2006-G510, Change 55, Correction, final rule, in the *Federal Register* at 77 FR 69768 on November 21, 2012.

3. Effective date. October 1, 2012.
4. Explanation of changes. The GSAM revisions include the following—

Revise GSAM Subpart 504.1, Contract Execution, to allow the manual or electronic execution of contract, contract modifications, blanket purchase

agreements, and task/delivery orders using digital signatures and to delete GSAM 504.103 in its entirety.

Revise GSAM Subpart 504.2, Contract Distribution to clarify procedures and specify applicability of taxpayer identification.

Revise GSAR Subpart 504.4, Safeguarding Classified Information Within Industry, to delete subtitles, renumber the section, delete former GSAM 504.402(a)(2) and GSAM 504.402(b)(2) in its entirety, and to include some minor revisions for clarity.

Revise GSAM subpart 504.470, Acquisitions involving classified information, to allow HCAs the authority to establish, maintain, and monitor security requirements when accepting reimbursable agreements involving classified information; delete the use of GSA Form 1720, Request for Release of Classified Information to U.S. Industry; and delete GSAM 504.407-1, Authorization for Release, and 504.470-2, Termination of Authorization for Release, in their entirety.

Revise GSAM subpart 504.471, Processing Security Requirements, to delete outdated instructions and clarify appropriate preparation and routing of DD Form 254, Department of Defense Contract Security Classification Specification.

Revise GSAM subpart 504.472, Periodic review to clarify timeframe for contracting officer review of DD Form 254, Department of Defense Contract Security Classification Specification, and to direct preparation of final checklist upon termination or completed contract.

Revise GSAM 504.473, Recurring procurement, to clarify the contracting officer responsibility.

Revise GSAM subpart 504.474, Control of classified information, to correct office responsible for coordinating with contracting officers on the proper marking, recording, handling, and transmittal of classified information.

Revise GSAR subpart 504.475, Return of Classified Information, to delete outdated references, and add a reference to the "National Industrial Security Program Operating Manual (NISPOM)" and a link to the web address for NISPOM. GSAM 504.475 additionally contains minor revisions for clarity and adds a new paragraph (c) to address the contractor's responsibility for the return of the classified information.

Revise GSAM subpart 504.476, Breaches of security, to correct reporting office for unauthorized disclosure of classified information.

Revise GSAR Subpart 504.5, Electronic Commerce in Contracting, to delete GSAR 504.500, Scope of Part, in its entirety. GSAR 504.502, Policy, was revised to add language addressing the methods of authentication used for electronic signatures. Additionally, GSAR 504.502, paragraphs (a), (b), and (c) are deleted in its entirety. GSAR 504.570, Procedures for using EPS, is also deleted in their entirety.

Revise GSAR Subpart 504.6, Contract Reporting, to add GSAR 504.604, Responsibilities, to address FPDS data verification and validation requirements and to include applicable text to address timely and accurate input of data into the Federal Procurement Data System (FPDS).

Revise GSAM subpart 504.602-70, Reporting to the Federal Procurement Data System – Next Generation (FPDS-NG), and redesignate as GSAM 504.605 Procedures. This section is revised with information previously at Subpart 504.70, Uniform Procurement Instrument Identification. Paragraph (h) adds the Office of Administrative Services and changes the preparing service/office code for the Federal Acquisition Service.

Revise GSAR subpart 504.602-71, Federal Procurement Data System—Public Access to Data, is redesignated as GSAR 504.605-70. GSAR 504.605-70, paragraph (a) is revised to delete the words “Federal Acquisition Regulation.”

Revise GSAM 504.606, Reporting Data, this subpart is added to provide instructions on FPDS data reporting requirements.

Revise GSAM subpart 504.8, Government Contract Files, to clarify applicability of standard contract file format; clarify the contracting officer’s responsibility for the contract file; provide instructions on electronically simulating contract file tabs and procedures for contract closeout; and clarify responsibility for storage, handling, and disposal of contract files.

Revise GSAM subpart 504.9, Information Reporting to the Internal Revenue Service, is retitled Taxpayer Identification Number Information; clarifies use of the contractor’s tax identification number; and redesignates GSAM subpart 504.903, Payment Information, as GSAM subpart 504.904, Reporting contract information to the IRS. This section changes the office responsible for reporting payments made to contractors to the IRS.

Revise GSAR Subpart 504.11, Central Contractor Registration (CCR), and GSAR 504.1103, Procedures, to add the requirement that prior to awarding a contractual instrument, the contracting officer verifies the prospective contractor’s legal business name, Doing-Business-As (DBA) name (if any), physical street address, and Data Universal Number System (DUNS) number or DUNS+4 number. Further, the contracting officer is required to verify that the contractor’s

address code exists in GSA's financial accounting application (Pegasys) and that it is CCR enabled with the contractor's DUNS or DUNS+4 number.

Revise GSAR Subpart 504.13, Personal Identity Verification of Contractor Personnel, and GSAR 504.1301, Policy, to establish the requirement for ensuring compliance with Homeland Security Presidential Directive-12 (HSPD-12), Policy for a Common Identification Standard for Federal Employees and Contractors; Office of Management and Budget Memorandum M-05-24, Implementation of Homeland Security Presidential Directive (HSPD)12 – Policy for a Common Identification Standard for Federal Employees and Contractors; Department of Commerce Federal Information Processing Standards (FIPS) Publication (PUB) 201; and GSA HSPD-12, Personal Identify Verification and Credentialing Standard Operating Procedures.

Revise GSAR 504.1303, Contract Clause, to add the prescription for GSAR clause 552.204-9, Personal Identity Verification Requirements, which is to be included in solicitations and contracts when it is determined that contractor employees will require routine physical access to federally controlled facilities or information systems to perform contract requirements.

Revise GSAR 552.204-9, Personal Identity Verification Requirements, to add a clause in contracts when it is determined that contractor employees will require routine physical access to federally controlled facilities or information systems to perform contract requirements.

Cancellations and Rescissions: GSAM 553.370-1720, GSA Form 1720, Request for Release of Classified Information to U.S. Industry, to delete the form in its entirety. This form was removed from the GSA Forms library due to lack of demand for printed copies.

5. Filing instructions. Insert the following pages to the GSAM:

Remove Pages

Part 504 TOC
pp. 504-i and 504-ii
504-1 thru 504-10

Part 552 TOC
pp. 552-i and 552-ii
552-1 thru 552-22

Matrix
552-69 and 552-70

Insert Pages

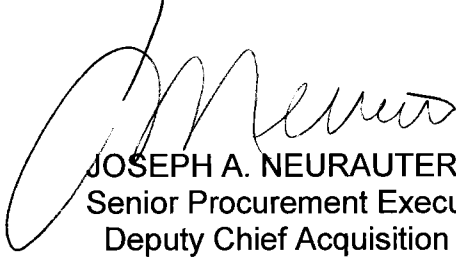
Part 504 TOC
pp. 504-i and 504-ii
504-1 thru 504-10

Part 552 TOC
pp. 552-i and 552-ii
552-1 thru 552-22

Matrix
552-69 and 552-70

Part 553 TOC
pp. 553-i and 553-ii
553-19 and 553-20

Part 553 TOC
553-i and 553-ii
553-19 and 553-20

A handwritten signature in black ink, appearing to read "J. Neurauter". The signature is written in a cursive style with a large, looping initial "J".

JOSEPH A. NEURAUTER
Senior Procurement Executive &
Deputy Chief Acquisition Officer,
Office of Acquisition Policy,
General Services Administration

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PART 504—ADMINISTRATIVE MATTERS

Sec.

Subpart 504.1—Contract Execution

- 504.101 Contracting officer's signature.
- 504.103 [Reserved].

Subpart 504.2—Contract Distribution

- 504.201 Procedures.
- 504.203 Taxpayer identification information.

Subpart 504.4—Safeguarding Classified Information Within Industry

- 504.402 General.
- 504.470 Acquisitions involving classified information.
- 504.470-1 [Reserved].
- 504.470-2 [Reserved].
- 504.471 Processing security requirements checklist (DD Form 254).
- 504.472 Periodic review.
- 504.473 Recurring procurement.
- 504.474 Control of classified information.
- 504.475 Return of classified information.
- 504.476 Breaches of security.

Subpart 504.5—Electronic Commerce in Contracting

- 504.500 [Reserved].
- 504.502 Policy.
- 504.570 [Reserved].

Subpart 504.6—Contract Reporting

- 504.604 Responsibilities.
- 504.605 Procedures.
- 504.605-70 Federal Procurement Data System Public-Access to Data.
- 504.606 Reporting Data.

Subpart 504.8—Government Contract Files

- 504.800 Scope of subpart.
- 504.802 Contract files.
- 504.803 Contents of contract files.
- 504.804-5 Procedures for closing out contract files.
- 504.805 Storage, handling, and disposal of contract files.

Subpart 504.9—Taxpayer Identification Number Information

- 504.902 General.
- 504.904 Reporting contract information to the IRS.

Subpart 504.11—Central Contractor Registration

- 504.1103 Procedures.

Subpart 504.13—Personal Identity Verification of Contractor Personnel

- 504.1301 Policy.
- 504.1303 Contract clause.

Subpart 504.70—[Reserved]

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PART 504—ADMINISTRATIVE MATTERS**Subpart 504.1—Contract Execution****504.101 Contracting officer's signature.**

Contract, contract modifications, blanket purchase agreements, and task and/or delivery orders may be executed manually or electronically using a digital signature. In the absence of the original contracting officer, another contracting officer with appropriate warrant authority may sign. Always type or stamp the name and title of the contracting officer signing the contract on the document, unless it is electronically signed. An electronic contract which includes the name of the contracting officer satisfies the typed, stamped or printed requirement found in FAR 4.101. GSA Order CIO 2162.1 (GSA Digital Signature Policy dated December 2, 2010) is the guidance for the use of digital signatures as the preferred means of providing signatures for GSA documents, forms, correspondence, and/or emails.

504.103 [Reserved].**Subpart 504.2—Contract Distribution****504.201 Procedures.**

(a) The contracting officer must send documentation to the paying office on all contracts for which GSA generates a delivery or task order.

(1) For Federal Acquisition Service contracts entered into the FSS-19 system, the contracting officer must send a system generated contract listing.

(2) For all other contracts, the contracting officer must send a "Duplicate Original" of the entire contract or modification.

(b) The contracting officer must certify that the "Duplicate Original" is a true copy of the contract, modification, task and/or delivery order, if not electronically signed, by writing your signature, in ink, on the award or modification form (*i.e.*, SF 26, 33, 1442, etc.). The contracting officer must certify all contracts except:

- (1) Leases of real property.
- (2) Schedule contracts.
- (3) Standard or GSA multipage purchase/delivery/task order carbon forms.

504.203 Taxpayer identification information.

FAR 4.203(a) does not apply to leases of real property (see [504.904](#)) or FAR Part 38 Federal Supply Schedule Contracting.

Subpart 504.4—Safeguarding Classified Information Within Industry**504.402 General.**

(a) This subpart prescribes procedures for safeguarding classified information required to be disclosed to contractors in connection with the solicitation of offers, and the award, performance, and termination of contracts.

(b) As used in this subpart, the term "Contractor(s)" means prospective contractors, subcontractors, vendors, and suppliers.

504.470 Acquisitions involving classified information.

HCA's must consider how adequate security will be established, maintained, and monitored before accepting a reimbursable agreement for a requirement involving classified information. Further, HCAs are responsible for ensuring that the contracting officers, other procurement personnel, and contracting officer representatives (CORs) assigned to the acquisition have the appropriate security clearances, prior to accepting a reimbursable agreement involving access to, or generation of, classified information.

504.470-1 [Reserved].**504.470-2 [Reserved].****504.471 Processing security requirements checklist (DD Form 254).**

(a) The contracting officer must prepare DD Form 254, Contract Security Classification Specification (illustrated in FAR 53.303-DD-254), for contracts involving contractor access to classified information. This form identifies for contractors the areas of classified information involved. The contracting officer may use written notice of classification for research or service contracts.

(b) Obtain instructions or guidance on completing DD Form 254 from the Security and Emergency Management Division, Office of Mission Assurance (OMA).

504.472 Periodic review.

(a) The contracting officer in coordination with the appropriate program security officer must review DD Form 254 at least once a year, or whenever a change in the phase of performance occurs, to determine if the classified information can be downgraded or declassified.

(b) The contracting officer must inform the contractor of the results of the review by one of the following means:

- (1) Issuance of a revised specification.

504.473

(2) Written instructions instead of DD Form 254, if authorized.

(3) Written notification if the review results in no change in the classification specifications.

(c) The contracting officer must prepare a final checklist upon termination or completion of the contract in accordance with FAR 4.805-5.

504.473 Recurring procurement.

The contracting officer must prepare a new DD Form 254 only if a change occurs in either of the following:

- (a) End item.
- (b) Previous security classification.

504.474 Control of classified information.

(a) The contracting officer must record, mark, handle, and transmit classified information in accordance with the requirements of the Security Branch Chief, Security and Emergency Management Division, Office of Mission Assurance (OMA).

(b) The contracting officer must obtain the consent of the originating agency before releasing classified information to a contractor.

504.475 Return of classified information.

(a) Contracting officers must recover classified information, unless it has been destroyed as provided in Section 7 of Chapter 5 of the National Industrial Security Program Operating Manual (NISPOM). Information on NISPOM can be found at <http://www.fas.org/sgp/library/nispom.htm>.

(b) Contracting officers must ensure that classified information provided by the government is returned immediately after any of the following events:

- (1) Bid opening or closing date for receipt of proposals by non-responding offerors.
- (2) Contract award by unsuccessful offerors.
- (3) Termination or completion of the contract.
- (4) Notification that authorization to release classified information has been withdrawn.
- (5) Notification that a facility:
 - (i) Does not have adequate means to safeguard classified information; or
 - (ii) Has had its security clearance revoked or inactivated.
- (6) Whenever otherwise instructed by the authority responsible for the security classification.

(c) The Government agency that provided classified information to a GSA contractor is responsible for the return of the information.

504.476 Breaches of security.

GSA employees responsible for the protection of classified information must refer the facts of an unauthorized disclosure

promptly to Security Branch Chief, Security and Emergency Management Division, Office of Mission Assurance (OMA).

Subpart 504.5—Electronic Commerce in Contracting**504.500 [Reserved].****504.502 Policy.**

Use of electronic signatures is encouraged and can be used to sign and route documents in GSA's IT systems to contractually obligate funds. The method of authentication used for electronic signatures shall be consistent with the level (1-4) determined from the e-authentication risk assessment in accordance with OMB M-04-04, E-authentication Guidance for Federal Agencies, and the respective technology safeguards applicable to that level or risk from National Institute of Standards and Technology 800-63, Electronic Authentication Guideline.

504.570 [Reserved].**Subpart 504.6—Contract Reporting****504.604 Responsibilities.**

(a) The Senior Procurement Executive (SPE), in coordination with the HCA, shall establish necessary policies to ensure the accurate and timely input of data into FPDS. At a minimum, the SPE and the HCA shall ensure that the following procedures are implemented.

(1) Contract writing systems capable of reporting directly into FPDS shall be configured to do so as a condition of making an award.

(2) To ensure the accuracy of data entered, reports of actions awarded shall be routinely generated from the contract writing system, examined and compared to data contained in FPDS to assure that those actions have been reported accurately to FPDS.

(3) Organizations without a contract writing system shall report the data using the FPDS web portal interface not later than 14 days after an award is made. To ensure data entry and accuracy, logs of contract actions shall be regularly reviewed and compared to data entries in FPDS.

(4) HCAs shall also verify and validate accuracy of the data and ensure contract awards have been entered into FPDS within the appropriate time frames.

(b) Contracting officers are the individuals primarily responsible for the accuracy of data submitted to FPDS as well as the submission and accuracy of the individual contract action report (CAR).

(c) The contracting officer shall, at a minimum, take the following steps necessary to verify the accuracy of the CAR:

(1) In the case of a contract writing system, review the CAR information for accuracy and completeness prior to submission to FPDS and prior to the release of the contract award.

(2) In the absence of a Contract Writing System, ensure that the CAR information is submitted to FPDS within 14 days after contract award.

(3) To further assure accurate contract data, consider including a copy of the CAR with award documents sent to the contractor for the contractor's knowledge review and information.

(d) The Chief Acquisition Officer (CAO) shall periodically statistically sample the GSA FPDS file and provide a list of transactions to the contracting activities for certification.

(1) The review process should include procedures, comparisons of contract file data to FPDS data entries, and comparisons of printouts of FPDS data to their contract writing system data for accuracy.

(2) The verification and validation shall be conducted by an organization or person that did not award the contracts being reviewed. HCAs may institute any appropriate process that complies with this requirement.

(3) HCAs shall provide certifications of the accuracy, timeliness and validity of their FPDS data on a quarterly basis to the CAO based on the list of transactions provided to HCAs under paragraph (d) of this section. Certifications to the CAO shall include a description of the means used to verify the accuracy and completeness of the data and a statement that all discrepancies found have been corrected.

(e) The CAO will provide the annual certification of GSA's FPDS data to OMB required by FAR 4.604(c). This certification will be based on the Regional and Heads of Services and Staff Offices' reviews and certifications and the CAO's review. Certifications are due not later than 15 working days after the end of the quarter.

504.605 Procedures.

(a) *Uniform procurement instrument identification.* This subpart:

(1) Prescribes procedures for identifying contracts, orders, and other procurement instruments regardless of dollar threshold.

(2) Applies to all contracting activities, except:

(i) Federal Acquisition Services (FAS) Multiple Award Schedule (MAS) procurement activities, and FAS Office of General Supplies and services (QS).

(ii) Real property leasing.

(b) *Policy.* (1) Contracting officers shall use the uniform procurement instrument identification system for procurement instruments. Do not use it for:

(i) Purchases made through certified invoice procedures (see [513.370](#)).

(ii) Purchases made with the Governmentwide commercial purchase card.

(2) Complete the contract number block provided on the applicable forms. If a space is not reserved for the prescribed number, place the number in the upper right-hand corner of the form.

(3) Each contracting office must maintain records to ensure continuity and control of procurement instrument identification numbers.

(c) *Solicitations.* Contracting officers may use their discretion when numbering Invitations for Bid (IFB), Requests for Information (RFI), Requests for Quotations (RFQ), and Requests for Proposals (RFP). Contracting officers may use the basic procurement instrument identification numbering system, prescribed below in paragraph (d) of this section, applying the appropriate instrument code from paragraph (i) of this section, or may use an independently generated instrument code, provided that numbering within each procurement office follows a consistent numbering convention and each instrument identification number is unique.

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(d) *Awards.* The basic procurement instrument identification number normally is assigned at award. The contracting office may assign a number when it receives a procurement request to facilitate procurement tracking. The basic procurement instrument identification number stays the same throughout the life of the procurement instrument. It consists of 14 alphanumeric characters as follows:

Character(s)	Content	Content Description Location	Example
1-2	Agency Designation Code	Always "GS"	GS
3-4	Region/Central Office Identification Code	504.605(g)	02
5	Service/Office Code	504.605(h)	P
6-7	Last Two Digits of Fiscal Year of Number Assignment		99
8-9	Preparing Contracting Office Code	Located in FPDS-NG GSA Detailed Contracting Office List	PF
10	Instrument Code	504.605(i)	L
11-14	Serial Number	504.605(j)	0001

(e) *Orders.* Delivery or task orders under indefinite delivery contracts and schedule contract orders are identified by placing a 13-character alphanumeric identification number in the order number block of the order form as shown in the table below. The basic indefinite delivery or schedule contract number is placed in the contract number block of the order form.

Character(s)	Content	Content Description Location	Example
1-2	Agency Designation Code	Always "GS"	GS
3	Service/Office Code	504.605(h)	P
4-5	Region/Central Office Identification Code	504.605(g)	01

Character(s)	Content	Content Description Location	Example
6-7	Last Two Digits of Fiscal Year of Number Assignment		98
8-9	Preparing Contracting Office Code	Located in FPDS-NG GSA Detailed Contracting Office List	PB
10-13	Serial Number (in sequence as issued by the contracting office)	504.605(j)	B096

(f) *Supplemental procurements.* Modifications to the basic contract instrument and to calls/orders against contracts are numbered with a four character alphanumeric number. The supplemental identification numbering system applies to all modifications to contracts and to call/orders against contracts.

Character(s)	Content	Description	Example
1	Office Issuing Modification	A = Administrative Office P = Purchasing Office	A
2	Action Type	A = Administrative Change C = Change Order O = Other S = Supplemental Agreement (bilateral signatures)	S
3-4	Serial Number	01-99 A1-A9 to Z1-Z9 AA-AZ to ZA-ZZ	B2

(g) *Region/Central Office Codes.*

- 00 Central Office
- 01 Region 1
- 02 Region 2
- 03 Region 3
- 04 Region 4
- 05 Region 5
- 06 Region 6
- 07 Region 7
- 08 Region 8
- 09 Region 9
- 10 Region 10
- 11 National Capital Region

(h) *Preparing Service/Office Codes.*

H	Office of Administrative Services
B	Office of the Chief Financial Officer
Q	Federal Acquisition Service
G	Civilian Board of Contract Appeals
C	Office of the Chief People Officer
I	Office of Chief Information Officer
J	Office of Inspector General
L	Office of General Counsel
M	Office of Governmentwide Policy
P	Public Buildings Service
X	Office of Citizen Services and Innovative Technologies

(i) *Procurement Instrument Type Codes.*

A	Agreements, including basic agreements, basic ordering agreements, and blanket purchase agreements.
B	Invitation for Bid (IFB).
C	Contracts, including letter contracts, contracts referencing basic agreements, or basic ordering agreements, excluding indefinite delivery contracts.
D	Indefinite delivery contracts, including definite quantity, requirements, and indefinite quantity.
E	Sales contracts.
F–H	Reserved.
I	Standing Price Quotation (SPQ).
J–L	Reserved.
M	Purchase orders (open market simplified acquisition)—manual.
N	Request for Information (RFI).
P	Purchase orders (open market simplified acquisition)—automated.
Q	Request for Quotation (RFQ).
R	Request for Proposal (RFP).
S	Schedule contract.
T–Z	Reserved.

(j) *Serial Number Codes.* (1) A separate series of numbers may be used for each basic instrument type (see [504.605\(d\)](#) and [504.605\(j\)](#)).

(2) For delivery or task orders, each order issued by contracting office must receive a consecutive serial number. That is, orders are numbered in sequence as issued by the contracting office, but they are not in sequence under any individual contract.

(3) At the beginning of each fiscal year, the first number assigned is 0001.

(4) Alphanumeric characters are serially assigned after the numeric series is exhausted.

(5) The allowable numeric and alphanumeric sequences, excluding alpha I and O are:

(i) 0001 through 9999.

(ii) A001 through A999, B001 through B999.

(iii) and so on to Z001 through Z999.

(6) Each issuing office is responsible for controlling serial number assignments.

504.605-70 Federal Procurement Data System Public—Access to Data.

(a) *The FPDS database.* The General Services Administration awarded a contract for creation and operation of the Federal procurement Data System (FPDS) database. That database includes information reported by departments and agencies as required by FAR subpart 4.6. One of the primary purposes of the FPDS database is to provide information on Government procurement to the public.

(b) *Fee for direct hook-up.* To the extent that a member of the public requests establishment of real-time integration of reporting services to run reports from another application, a one-time charge of \$2,500 for the original integration must be paid by the requestor. This one-time charge covers the setup and certification required for an integrator to access the FPDS database and for technical assistance to help integrators use the web services. The fee will be paid to the FPDS contractor and credited to invoices submitted to GSA by the FPDS contractor.

504.606 Reporting Data.

Reporting requirements. Detailed specification of FPDS data reporting requirements is contained in the FPDS-NG FAQs document (available at https://www.fpds.gov/wiki/index2.php/FPDS-NG_FAQ). Reporting offices are encouraged to use automated information systems for FPDS data reporting, provided that the systems contain all required FPDS data elements via the machine-to-machine process and the automated acquisition system has received the proper certification from the FPDS system manager.

Subpart 504.8—Government Contract Files**504.800 Scope of subpart.**

This subpart prescribes a standard contract file format for all contracts that exceed the simplified acquisition threshold, except leases of real property. This subpart may be applied to purchases using simplified acquisition procedures.

504.802 Contract files.

(a) *File standardization.* The contracting officer must place all information and documentation required by FAR

4.802 and 4.803 in the contract file and organize the file in the standard contract file format as set out in [504.803](#).

(b) *Responsibility for files.* (1) The contracting officer is responsible for the official file. Individuals creating documents relating to the contract must forward those documents to the contracting officer for inclusion in the file.

(2) The contracting officer is responsible for transferring official contract files to the National Archives and Records Administration and for maintaining appropriate records that will facilitate file retrieval.

(c) *Transfer of responsibility for contract files.* (1) When responsibility for a contract transfers from one contracting officer to another contracting officer, *e.g.*, transfer of assignments or redelegation of contract administration authority (intraoffice or interoffice), the original contracting officer must prepare a detailed listing by file number and name to identify the file(s) being transferred.

(2) Retain a copy of the listing and send a copy to the successor contracting officer as advance notice of the files being transferred.

(3) Retain duplicates of the files transferred until the successor contracting officer acknowledges receipt of the files.

(4) Send the files being transferred to the successor contracting officer by certified mail, return receipt requested, or by another method requiring the successor contracting officer's signature to acknowledge receipt. Send two copies of the listing with the transferred files.

(5) The successor contracting officer must sign one copy of the listing, certifying receipt of the files listed, and return the signed copy to the originating contracting officer.

504.803 Contents of contract files.

(a) *Arrangement.* (1) Tab the contract file.

(2) File items in reverse order starting with item (1) on the bottom of the file and item (27) on the top.

(3) File documents within a tab chronologically with the most recent document on top.

(4) Place documents too voluminous for an individual tab in a separate file. Annotate the tab with the location of the separate file.

(5) Omit any tab not required for the contract.

(b) *Tab contents.* The following instructions apply to contract actions up to award. Contracting activities may develop further guidance on tabbing postaward actions tailored to their requirements. Tab the contract file as specified below:

(1) Requisition or request for contractual action. Include the certification of the accuracy and completeness of data supporting a recommendation by technical or requirements personnel to use other than full and open competition. (See FAR 6.303-1(b).)

(2) Specifications, drawings, and other technical documents.

(3) Acquisition plan including, if applicable, the determination required by OMB Circular A-76 and concurrence of the cognizant competition advocate.

(4) Determination and findings required by FAR 1.7 and [501.7](#), or justification required by FAR 6.303, including the certification of accuracy and completeness of the justification.

(5) Department of Labor Wage Determination.

(6) Small business determinations.

(7) Source list.

(8) Statement as to synopsis of proposed procurement under FAR 5.2 or other required advertisements under [505.2](#).

(9) Presolicitation notice.

(10) IFB/RFP and amendments.

(11) Abstract of bids or proposals including identification of the low bidder or offeror, discounted price, etc.

(12) Cost or pricing data and information other than cost or pricing data. Include the waiver and documentation supporting the waiver if the requirement for submission of cost or pricing data is waived, as provided in FAR 15.403-1(b)(4).

(13) Field pricing report (see FAR 15.404-2).

(14) Price or cost analysis report prepared under FAR 15.404, including:

(i) Supporting technical analyses, other than those supporting an audit report.

(ii) Profit or fee analysis required by FAR 15.404-4 and [515.404-4](#).

(iii) An independent Government estimate, if required.

(15) Documentation required by FAR 15.406, written to permit reconstruction of the acquisition's major events.

(16) Certificate of current cost or pricing data, if applicable.

(17) Pre-award survey.

(18) EEO compliance review.

(19) "No bid" or "no proposal" correspondence.

(20) Unsuccessful bids or proposals. Include a copy of each rejected bid and unacceptable proposal.

(21) Mistakes in bids and protests. Include all correspondence and determinations relating to mistakes in bids disclosed before award or protests.

(22) Actions taken on late bids or proposals.

(23) Contract action. Include:

(i) Successful bid or proposal and all pertinent correspondence applicable to the contract action, including evidence of submission of contract award data to paying office (see [504.201](#)).

(ii) Subcontracting plans incorporated in and made a material part of a contract, as required by FAR 19.705-5(a)(5).

(24) Evidence of legal review, if required.

(25) Approvals. Include, as applicable:

- (i) GSA Form 1535, Recommendation for Award.
- (ii) Documentation of approval of subcontracting plan.
- (iii) Record of individuals authorized access to contractor bid or proposal information or source selection information (see [503.104-4\(a\)\(4\)](#)).

(26) Notices of award.

(27) FPDS Contract Action Report, or other system-generated equivalent.

(c) *Index.* (1) Place an index of the file tabs in the file, or simulate electronically an index of the tabs and include in the front of the electronic version of the contract file. Identify items that do not apply. If necessary, briefly explain why. The contracting officer may use the GSA Form 3420, Contract/Modification File Checklist File Format (Award), for the index, or an electronically created index inclusive of the items detailed under GSAR [504.803\(b\)](#).

(2) Include subheadings under a tab if required by the contracting officer's office.

504.804-5 Procedures for closing out contract files.

(a) HCAs are directed to take appropriate steps to ensure that physically completed contracts are formally closed in accordance with the procedures at FAR 4.804, GSAM 504.804-5, and guidelines provided below for simplified acquisitions and contracts with residual balances. HCAs are reminded that when closing out contract actions at FAR 4.804-1(a)(2), (3), and (4), the contracting officer shall use the closeout procedures at FAR 4.804-5. However, these closeout actions may be modified to reflect the extent of administration that has been performed. Contracting activities that have supplemented the FAR procedures with instructions pertinent to the specific contract types, business systems, and resources employed are encouraged to continue the use of such supplements.

(b) Contracting officers must be vigilant and proactive with respect to proper contract closeout procedures. They must not allow completed contracts to remain open indefinitely or allow a failure to conduct timely closeout to violate regulatory or statutory requirements, or negatively impact GSAs accurate and timely financial reporting.

(c) Under FAR 4.804-1(a)(1), the contracting officer only needs evidence of receipt of goods and services and final payment to closeout the contract files. For contracts awarded under the simplified acquisition procedures, contracting officers shall ensure that the contract award document and the statement of work includes the following statement:

“For payment purposes, the contractor shall mark its final invoice for payment as Final Invoice for Payment.”

(1) For task and delivery orders awarded under these procedures, the orders shall also include the statement above.

(2) Contracting officers shall instruct contracting officer representatives or project managers receiving supplies and services under the simplified acquisition procedures to forward copies of the receiving report and final invoice to the contracting officer for contract close-out purposes.

(d) Cancellation of open items with residual balances.

(1) Open item balances (remaining) of \$100,000 and below should be canceled if deemed invalid following the procedures below. Service and Staff Office (SSO) funds managers (persons certifying the availability of funds) will have the authority and responsibility to cancel balances if deemed invalid. Only valid obligations should be retained in the financial accounting system.

(2) The following procedures should be followed to cancel invalid obligations:

(i) The SSO funds managers will generate a list of proposed deobligations and present it to the contracting officer and his/her director for review and approval.

(ii) The contracting officer or director shall respond to the SSO funds manager within 45 days, justifying in writing why any open item on the list should not be canceled.

(iii) If the funds manager receives no response from the contracting officer, the funds manager is authorized to take appropriate steps to deobligate the open items in the accounting and business systems.

(iv) When a contracting officer approves the cancellation of obligation under items b or c, above, the contracting officer shall prepare the appropriate documents necessary (e.g., contract modification) for the contract file.

(e) These actions by the SSO funds managers shall be considered an internal financial accounting action and shall have no bearing on the Government's rights and duties under the contracts until the contracting officer officially closes the contract.

(f) *Non-contracting officer acquisitions.* For newly created open items that did not require the signature of a contracting officer (GSAM [501.603-1\(f\)](#)) the funds manager has the authority to correct or cancel any open item not deemed valid. Examples of such document types include micropurchases using the governmentwide commercial purchase card, internal GSA orders and security clearances (e.g., IX, IY, GX). The funds managers should follow the financial systems procedures outlined in this memorandum for cancellation and should inform the originator of the open item of the cancellation.

504.805 Storage, handling, and disposal of contract files.

The contracting officer's accountability for contract files ends when the following three conditions exist:

(a) The files' retention period expires.

(b) The contracting officer receives the notice of disposal from the National Archives and Records Administration.

(c) The records liaison officer whose organization has functional responsibility for the files approves disposal.

Subpart 504.9—Taxpayer Identification Number Information

504.902 General.

(a) *Debt collection.* The Debt Collection Improvement Act of 1996 requires each contractor doing business with GSA to furnish its Tax Identification Number (TIN). The Government is required to include with each certified voucher prepared and submitted to a disbursing official, the TIN of the contractor receiving payment under the voucher. The TIN may be used by the Office of Financial Policy and Operations to collect and report on any delinquent amounts arising out of the contractor's relationship with the Government.

(b) *Information reporting to the IRS.* The TIN is also required for Office of Financial Policy and Operations reporting of certain contract information (see FAR 4.903) and payment information (see GSAM [504.904](#)) to the IRS.

504.904 Reporting contract information to the IRS.

(a) The Office of Financial Policy and Operations reports to IRS on payments made to certain contractors for services performed and to lessors for providing space in buildings. This is required by 26 U.S.C. 6041 and 6041A and implemented in 26 CFR. To assist the Office of Financial Policy and Operations in reporting to the IRS, contracting officers must indicate on obligating documents sent to Finance (*e.g.*, purchase, delivery, or task orders; contracts; the GSA Form R-620 for leases; or certified invoices) the contractor's organizational structure (*e.g.*, corporation, partnership) and taxpayer identification number (TIN).

Subpart 504.11—Central Contractor Registration

504.1103 Procedures.

In addition to the requirements found in FAR 4.1103, prior to awarding a contractual instrument the contracting officer must—

(1) Verify that the prospective contractor's legal business name, Doing-Business-As (DBA) name (if any), physical street address, and Data Universal Number System (DUNS) number or DUNS+4 number, as found in the CCR, match the information that will be included in the contract, order, or agreement resulting from the vendor's quote or proposal. Correct any mismatches by having the vendor amend the information in the CCR and/or the quote or proposal. The CCR information can be accessed through GSA's CCR repository (contact the GSA Systems Programming Branch for instructions, a user ID, and password).

(2) Ensure that the contractor's address code exists in Pegasys and that it is CCR enabled with the contractor's DUNS or DUNS+4 number. This can be done by searching Pegasys records using the contractor's Taxpayer Identification Number (TIN). If no code exists, request that a new address code be established by the Finance Center for CCR compliance.

(3) Ensure that the contractor's identifying information is correctly placed on the contractual instrument, using special care to ensure that the legal name and "remit to" name match exactly. (Note: Lockbox names or numbers should not be used to replace the contractor's name in the remittance block on the contractual instrument.)

(4) Unless one of the exceptions to registration in CCR applies (see FAR 4.1102(a)), the contracting officer must not award a contract to a prospective contractor who is not registered in CCR. If no exceptions are applicable, and the needs of the requiring activity allows for a delay in award, see FAR 4.1103(b)(1).

**Subpart 504.13—Personal Identity
Verification of Contractor Personnel**

Subpart 504.70—[Reserved]

504.1301 Policy.

Contracting officers must follow the procedures contained in CIO P2181.1 - GSA HSPD-12 Personal Identity Verification and Credentialing Handbook, which may be obtained from the CIO Office of Enterprise Solutions, to ensure compliance with Homeland Security Presidential Directive-12 (HSPD-12) "Policy for a Common Identification Standard for Federal Employees and Contractors," Office of Management and Budget Memorandum M-05-24, and Department of Commerce FIPS PUB 201.

504.1303 Contract clause.

Insert the clause at [552.204-9](#), Personal Identity Verification Requirements, in solicitations and contracts when it is determined that contractor employees will require access to federally controlled facilities or information systems to perform contract requirements.

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PART 552—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

Sec.

<p>552.000 Scope of part.</p> <p style="text-align: center;">Subpart 552.1—Instructions for Using Provisions and Clauses</p> <p>552.101-70 Using Part 552.</p> <p>552.102 Incorporating provisions and clauses.</p> <p>552.103 Identification of provisions and clauses.</p> <p>552.104 Procedures for modifying and completing provisions and clauses.</p> <p>552.105 Procedures for using alternates.</p> <p>552.107-70 Provisions and clauses prescribed in Subpart 552.1.</p> <p style="text-align: center;">Subpart 552.2—Text of Provisions and Clauses</p> <p>552.200 Scope of subpart.</p> <p>552.203-5 [Reserved]</p> <p>552.203-70 [Reserved]</p> <p>552.203-71 Restriction on Advertising.</p> <p>552.204 [Reserved]</p> <p>552.204-9 Personal Identity Verification Requirements.</p> <p>552.211-8 [Reserved]</p> <p>552.211-70 [Reserved]</p> <p>552.211-71 [Reserved]</p> <p>552.211-72 Reference to Specifications in Drawings.</p> <p>552.211-73 Marking.</p> <p>552.211-74 [Reserved]</p> <p>552.211-75 Preservation, Packaging and Packing.</p> <p>552.211-76 Charges for Packaging , Packing, and Marking.</p> <p>552.211-77 Packing List.</p> <p>552.211-78 [Reserved]</p> <p>552.211-79 Acceptable Age of Supplies.</p> <p>552.211-80 Age on Delivery.</p> <p>552.211-81 Time of Shipment.</p> <p>552.211-82 [Reserved]</p> <p>552.211-83 Availability for Inspection, Testing, and Shipment/Delivery.</p> <p>552.211-84 [Reserved]</p> <p>552.211-85 Consistent Pack and Package Requirements.</p> <p>552.211-86 Maximum Weight per Shipping Container.</p> <p>552.211-87 Export Packing.</p> <p>552.211-88 Vehicle Export Preparation.</p> <p>552.211-89 Non-Manufactured Wood Packaging Material for Export.</p> <p>552.211-90 Small Parts.</p> <p>552.211-91 Vehicle Decals, Stickers, and Data Plates.</p>	<p>552.211-92 Radio Frequency Identification (RFID) Using Passive Tags.</p> <p>552.211-93 Unique Item Identification (UID).</p> <p>552.211-94 Time of Delivery.</p> <p>552.212-4 Contract Terms and Conditions—Commercial Items.</p> <p>552.212-70 [Reserved]</p> <p>552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items.</p> <p>552.212-72 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items.</p> <p>552.212-73 [Reserved]</p> <p>552.214-70 “All or None” Bids.</p> <p>552.214-71 Progressive Awards and Monthly Quantity Allocations.</p> <p>552.214-72 Bid Sample Requirements.</p> <p>552.215-70 Examination of Records by GSA.</p> <p>552.215-71 Examination of Records by GSA (Multiple Award Schedule).</p> <p>552.215-72 Price Adjustment—Failure to Provide Accurate Information.</p> <p>552.216-70 Economic Price Adjustment—FSS Multiple Award Schedule Contracts.</p> <p>552.216-71 Economic Price Adjustment—Special Order Program Contracts.</p> <p>552.216-72 Placement of Orders.</p> <p>552.216-73 Ordering Information.</p> <p>552.216-74 Task-Order and Delivery-Order Ombudsman.</p> <p>552.217-70 Evaluation of Options.</p> <p>552.217-71 Notice Regarding Option(s).</p> <p>552.219-70 Allocation of Orders—Partially Set-aside Items.</p> <p>552.219-71 Notice to Offerors of Subcontracting Plan Requirements.</p> <p>552.219-72 Preparation, Submission, and Negotiation of Subcontracting Plans.</p> <p>552.219-73 Goals for Subcontracting Plan.</p> <p>552.219-74 Section 8(a) Direct Award.</p> <p>552.219-75 GSA Mentor-Protégé Program.</p> <p>552.219-76 Mentor Requirements and Evaluation.</p> <p>552.223-70 Hazardous Substances.</p> <p>552.223-71 Nonconforming Hazardous Materials.</p> <p>552.223-72 Hazardous Material Information.</p> <p>552.227-70 Government Rights (Unlimited).</p> <p>552.227-71 Drawings and Other Data to Become Property of Government.</p>
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552.228-5	Government as Additional Insured.	552.238-79	Use of Federal Supply Schedule Contracts by Certain Entities—Cooperative Purchasing.
552.229-70	Federal, State, and Local Taxes.		
552.229-71	Federal Excise Tax—DC Government.	552.238-80	Use of Federal Supply Schedule Contracts by Certain Entities—Recovery Purchasing.
552.232-1	Payments.		
552.232-23	Assignment of Claims.	552.239	[Reserved]
552.232-25	Prompt Payment.	552.239-70	Information Technology Security Plan and Security Authorization.
552.232-70	[Reserved]		
552.232-71	[Reserved]	552.239-71	Security Requirements for Unclassified Information Technology Resources.
552.232-72	Final Payment Under Building Services Contracts.	552.240	[Reserved]
552.232-73	[Reserved]	552.241-70	Availability of Funds for the Next Fiscal Year or Quarter.
552.232-74	[Reserved]	552.241-71	Disputes (Utility Contracts).
552.232-75	[Reserved]	552.242-70	Status Report of Orders and Shipments.
552.232-76	[Reserved]	552.243-71	Equitable Adjustments.
552.232-77	Payment By Government Charge Card.	552.246-70	Source Inspection by Quality Approved Manufacturer.
552.236-70	Definitions.		
552.236-71	Authorities and Limitations.	552.246-71	Source Inspection by Government.
552.236-72	Specialist.	552.246-72	Final Inspection and Tests.
552.236-73	Basis of Award—Construction Contract.	552.246-77	Additional Contract Warranty Provisions for Supplies of a Noncomplex Nature.
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552.236-78	Shop Drawings, Coordination Drawings, and Schedules.	552.270-1	Instructions to Offerors—Acquisition of Leasehold Interests in Real Property.
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552.236-79	Samples.	552.270-2	Parties to Execute Lease.
552.236-80	Heat.	552.270-3	Definitions.
552.236-81	Use of Equipment by the Government.	552.270-4	Subletting and Assignment.
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552.237-70	Qualifications of Offerors.		
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552.237-72	Prohibition Regarding “Quasi-Military Armed Forces.”	552.270-8	Compliance with Applicable Law.
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552.237-73	Restriction on Disclosure of Information.	552.270-10	Failure in Performance.
552.238-70	Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.	552.270-11	Successors Bound.
		552.270-12	Alterations.
552.238-71	Submission and Distribution of Authorized FSS Schedule Pricelists.	552.270-13	Proposals for Adjustment.
552.238-72	Identification of Products that have Environmental Attributes.	552.270-14	Changes.
		552.270-15	Liquidated Damages.
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552.238-74	Industrial Funding Fee and Sales Reporting.	552.270-17	Delivery and Condition.
552.238-75	Price Reductions.	552.270-18	Default in Delivery—Time Extensions.
552.238-76	Definition (Federal Supply Schedules)—Recovery Purchasing.	552.270-19	Progressive Occupancy.
		552.270-20	Payment.
552.238-77	Definition (Federal Supply Schedules).	552.270-21	Effect of Acceptance and Occupancy.
552.238-78	Scope of Contract (Eligible Ordering Activities).	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.

PART 552—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

552.000 Scope of part.

This part provides the text of provisions and clauses which are unique to GSA or supplement the FAR.

Subpart 552.1—Instructions for Using Provisions and Clauses

552.101-70 Using Part 552.

(a) *Definition.* “Clause,” as used in this subpart, means provision or clause as defined in FAR w52.101(a).

(b) *Numbering.* (1) Clauses which are “substantially” the same as FAR clauses and clauses to be used instead of FAR clauses are identified as follows:

(i) The clause has the same title as a clause in the FAR.

(ii) The number 5 precedes the clause.

(iii) The clause appears under the same subsection number and caption as in the FAR.

(2) Supplemental clauses are numbered in the same manner as the FAR, except:

(i) The chapter number precedes the clause.

(ii) The subsection numbers begin with 70.

(iii) The clauses are sequentially numbered, e.g., [552.232-70](#), [552.232-71](#), etc.

(c) *Matrixes.* Matrixes provide a guide to locating clauses. Matrixes are included for:

(1) Simplified acquisitions.

(2) Supply, service, construction, and architect-engineer solicitations and contracts.

(3) FAR and GSAR clauses for utility contracts (sole-supplier-regulated rates).

(4) Leases of real property.\

(d) Individuals drafting solicitations must research pertinent regulations or make other determinations to ensure that:

(1) The clauses selected fit the procurement.

(2) There are no restrictions on their use.

(3) When one clause depends on the use of another clause, the solicitation includes all necessary clauses.

552.102 Incorporating provisions and clauses.

You may incorporate clauses prescribed in the GSAR for solicitations and contracts by reference.

552.103 Identification of provisions and clauses.

Deviations. If the GSAR prescribes a class deviation from a FAR clause, identify the clause by the GSAR citation (e.g., [552.232-8](#) PROMPT PAYMENT DISCOUNT (NOV 1987) (DEVIATION FAR 52.232-8)).

552.104 Procedures for modifying and completing provisions and clauses.

(a) The procedures in FAR 52.104 apply when you modify or complete a GSAR provision or clause. Provisions and clauses shall not be modified unless the GSAR authorizes their modification.

(b) You do not need to identify modifications of clauses which result from negotiations unless you issue an amendment to the solicitation.

(c) In general, you should modify FAR or GSAR clauses only for individual cases. If a contracting activity develops a modification for repeated use, furnish a copy to the Office of GSA Acquisition Policy (MV) for potential inclusion in the GSAR.

552.105 Procedures for using alternates.

The procedures in FAR 52.105 apply to GSAR [Part 552](#).

552.107-70 Provisions and clauses prescribed in [Subpart 552.1](#).

(a) Insert the provision at [552.252-5](#), Authorized Deviations in Provisions, in solicitations that include any FAR or GSAR clause with an authorized deviation. You must use this provision in lieu of the FAR provision at 52.252-5.

(b) Insert the clause at [552.252-6](#), Authorized Deviations in Clauses, in solicitations and contracts that include any FAR or GSAR clause with an authorized deviation. You must use this clause in lieu of the FAR clause at 52.252-6.

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Subpart 552.2—Text of Provisions and Clauses**552.200 Scope of subpart.**

This subpart sets forth the text of all GSAR provisions and clauses. It also cross-references the location in the GSAR that prescribes the use of each provision and clause.

552.203-5 [Reserved]**552.203-70 [Reserved]****552.203-71 Restriction on Advertising.**

As prescribed in [503.570-2](#), insert the following clause:

RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: “This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government.”

552.204 [Reserved]**552.204-9 Personal Identity Verification Requirements.**

As prescribed in 504.1303, insert the following clause:

PERSONAL IDENTITY VERIFICATION REQUIREMENTS (OCT 2012)

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

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

(End of clause)

552.211-8 [Reserved]**552.211-70 [Reserved]****552.211-71 [Reserved]****552.211-72 Reference to Specifications in Drawings.**

As prescribed in [511.204\(a\)](#), insert the following clause:

REFERENCES TO SPECIFICATIONS IN DRAWINGS
(FEB 1996)

If military or other drawings are made a part of this contract, any reference in the drawings to Federal specifications or standards will be considered to be a reference to the date of such Federal specification or standard identified in the contract. If the date of the Federal specification or standard is not identified in the contract, the edition, including revisions thereto, in effect on the date the solicitation is issued will apply.

(End of clause)

552.211-73 Marking.

As prescribed in [511.204\(b\)\(1\)](#), insert the following clause:

MARKING (FEB 1996)

(a) *General requirements.* Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards:

(1) *Deliveries to civilian activities.* Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) *Deliveries to military activities.* Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material.* When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor, to perform the required marking, by contract or otherwise, and charge the Contractor therefore at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

(End of clause)

552.211-74 [Reserved]**552.211-75 Preservation, Packaging and Packing.**

As prescribed in [511.204\(b\)\(2\)](#), insert the following clause:

PRESERVATION, PACKAGING, AND PACKING (FEB 1996)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering agency and the Contractor.

(End of clause)

Alternate I (May 2003). As prescribed at [511.204\(b\)\(2\)](#), insert the following sentence in place of the last sentence of the clause:

Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

552.211-76 Charges for Packaging, Packing, and Marking.

As prescribed in [511.204\(b\)\(3\)](#), insert a clause substantially as follows:

CHARGES FOR PACKAGING, PACKING, AND MARKING
(JAN 2010)

If supplies shipped to a GSA wholesale distribution center are not packaged, packed and marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor, to perform the required repackaging/repacking/remarking, by contract or otherwise, and charge the Contractor therefore at the rate of \$ _____ * per man-hour or fraction thereof. The Contractor will also be charged for material costs, if incurred. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

(End of clause)

**The rate to be inserted in the above clause shall be determined by the Commissioner, Federal Acquisition Service, or a designee.*

552.211-77 Packing List.

As prescribed in [511.204\(c\)](#) insert the following clause:

PACKING LIST (FEB 1996)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate:

- (1) Name and address of the consignor;
- (2) Name and complete address of the consignee;
- (3) Government order or requisition number;
- (4) Government bill of lading number covering the shipment (if any); and

(5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Government commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include:

- (1) Cardholder name and telephone number and
- (2) The term "Credit Card."

(End of clause)

Alternate I (May 2003). As prescribed at [511.204\(2\)](#), substitute the following paragraphs (a)(3) and (b) for (a)(3) and (b) of the basic clause:

- (a) (3) Ordering activity order or requisition number;
- (b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include:
 - (1) Cardholder name and telephone number; and
 - (2) The term "Credit Card."

552.211-78 [Reserved]**552.211-79 Acceptable Age of Supplies.**

As prescribed in [511.404\(a\)\(1\)](#), insert the following clause:

ACCEPTABLE AGE OF SUPPLIES (FEB 1996)

The supplies furnished under this contract shall not be more than _____ months old, beginning with the first full month after the date of manufacture marked on the container. For the purpose of this clause, supplies shall be considered to be furnished (1) when they are offered to the Government for inspection and testing, or (2) on the date of shipment if shipment is authorized to be made without prior inspection by the Government. If the age of the supplies furnished under this contract is greater than the specified period, the Government may exercise its right to reject the supplies.

(End of clause)

Alternate I (Feb 1996). For items having a limited shelf-life, the sentence below should be substituted for the first sentence of the basic clause when authorized:

The supplies furnished under this contract shall not be more than _____ days old, beginning with the date of manufacture (month, day, year) marked on the container.

552.211-80 Age on Delivery.

As prescribed in [511.404\(a\)\(2\)](#) insert the following clause:

AGE ON DELIVERY (FEB 1996)

Included in the description of each shelf-life item is a statement regarding the “age on delivery.” The age of the item(s) shall not exceed the number of months shown in the item description, counted from the first day of the month after the month of manufacture to the date of delivery to the specified delivery point(s). If the age of the supplies delivered under this contract is greater than the number of months shown, the Government may exercise its right to reject the supplies.

(End of clause)

552.211-81 Time of Shipment.

As prescribed in [511.404\(b\)](#), insert the following clause:

TIME OF SHIPMENT (FEB 1996)

Shipment is required within _____ calendar days after receipt of order.

(End of clause)

Alternate I (Feb 1996). If the contract will require shipment more than 45 calendar days after receipt of the order, the following paragraph should be added to the basic clause.

Each delivery order will specify that shipment is required no later than the number of days shown above. If such order also states that “Early Shipment is Precluded,” the Contractor agrees to make shipment no sooner than _____ calendar days after receipt of order. Earlier shipments may result in nonacceptance of the supplies at the delivery point at the time of arrival.

(The second number to be inserted should be 15 calendar days less than the first number.)

552.211-82 [Reserved]

552.211-83 Availability for Inspection, Testing, and Shipment/Delivery.

As prescribed in [511.404\(c\)](#), insert the following clause:

AVAILABILITY FOR INSPECTION, TESTING, AND SHIPMENT/DELIVERY (FEB 1996)

(a) The Government requires that the supplies be made available for inspection and testing within _____* calendar days after receipt of [Insert “Notice of Award” or “order”], and be [Insert “shipped” or “delivered”] within _____* calendar days after receipt of (1) notice of approval and release by the Government inspector or (2) authorization to ship without Government inspection.

(b) Failure to make supplies available for inspection and testing or to [Insert “ship” or “deliver”] as required by this clause may result in termination of this contract for default.

(End of clause)

Alternate I (Feb 1996). If the contract is for stock items, the Contracting Officer shall insert “shipped” or “ship” in the basic clause, add the following paragraph (b) and redesignate paragraph (b) of the basic clause as paragraph (c).

(b) If notice of approval and release by the Government inspector or authorization to ship without Government inspection is received before _____* calendar days after receipt of the [Insert “Notice of Award” or “order”], receipt of such notice shall be deemed to be received on the _____* calendar day after receipt of [Insert “Notice of Award” or “order”]. Shipments shall not be made before the _____* calendar day after receipt of the [Insert “Notice of Award” or “order”] unless authorized in writing by the Contracting Officer.

**Entries are normally the same number of days specified for availability.*

552.211-84 [Reserved]

552.211-85 Consistent Pack and Package Requirements.

As prescribed in [511.204\(b\)\(5\)](#), insert the following clause:

CONSISTENT PACK AND PACKAGE REQUIREMENTS (JAN 2010)

The Contractor is advised that the Government will, where possible, order in full shipping containers and/or unitized loads. If volume warrants, the Government may also order in truckload or carload quantities provided such quantities do not exceed the maximum order limitation of this contract.

When the number of items per unit container, intermediate container and/or shipping container is not specified for an item, the offeror will state, in the spaces provided in the schedule of items, the number of items to be provided in each container. The quantities which are accepted at the time of award shall remain in effect throughout the term of the contract unless the Contracting Officer approves in writing a request by the Contractor to change the package quantities. Requests for changes shall be directed to the Contracting Officer or Administrative Contracting Officer, whichever is applicable.

(End of clause)

552.211-86 Maximum Weight per Shipping Container.

As prescribed in [511.204\(b\)\(6\)](#), insert the following clause:

MAXIMUM WEIGHT PER SHIPPING CONTAINER (JAN 2010)

In no instance shall the weight of a shipping container and its contents exceed 23 kilograms (51 pounds), except when caused by—

- (1) The weight of a single item within the shipping container;
- (2) A prescribed quantity per pack for an item per shipping container; or
- (3) A definite weight limitation set forth in the purchase description.

(End of clause)

552.211-87 Export Packing.

As prescribed in [511.204\(b\)\(7\)](#), insert the following clause:

EXPORT PACKING (JAN 2010)

(a) Offerors are requested to quote, in the pricelist accompanying their offer (or by separate attachment), additional charges or net prices covering delivery of the items furnished with commercial or military export packing. Military export packing, if offered, shall be in accordance with Mil-Std-2073-1 Level A or B as specified. If commercial export packing is offered, the offer or pricelist shall include detailed specifications describing the packing to be furnished at the price quoted.

(b) Ordering activities will not be obligated to utilize the Contractor's services for export packing accepted under this solicitation, and they may obtain such services elsewhere if desired. However, the Contractor shall furnish items export packed when such packing is specified on the purchase order.

(End of clause)

552.211-88 Vehicle Export Preparation.

As prescribed in [511.204\(b\)\(8\)](#), insert the following clause:

VEHICLE EXPORT PREPARATION (JAN 2010)

Vehicles shall be prepared for export on wheels, unboxed, unless otherwise specified in the Schedule of Items. All parts and equipment easily removable (subject to pilferage) shall be enclosed in a box substantially secured to the vehicle (inside body if feasible) in such a manner as to minimize the possibility of loss or damage while in transit to ultimate destination.

(End of clause)

552.211-89 Non-Manufactured Wood Packaging Material for Export.

As prescribed in [511.204\(b\)\(4\)](#), insert the following clause:

NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JAN 2010)

(a) *Definitions:*

IPPC Country: Countries of the European Union (EU) or any other country endorsing the International Plant Protection Convention (IPPC) "Guidelines for Regulating Wood Packaging Material in International Trade," approved March 15, 2002. A listing of countries participating in the IPPC is found at http://www.aphis.usda.gov/import_export/plants/plant_exports/wpm/country/index.shtml.

Non-manufactured wood, is also called solid wood and defined as wood packing other than that comprised wholly of wood-based products such as plywood, particle board, oriented strand board, veneer, wood wool, and similar materials, which has been created using glue, heat and pressure or a combination thereof.

Packaged material, and solid wood packing material (SWPM), for purposes of this clause, is defined as each separate and distinct material that by itself or in combination with other materials forms the container providing a means of protecting and handling a product. This includes, but is not limited to, pallets, dunnage, crating, packing blocks, drums, load boards, pallet collars, and skids.

(b) Non-manufactured wood pallets and other non-manufactured wood packaging material used to pack items for delivery to or through IPPC countries must be marked and properly treated in accordance with IPPC guidelines.

(c) This requirement applies whether the shipment is direct to the end user or through a Government designated consolidation point. Packaging that does not conform to IPPC guidelines will be refused entry, destroyed or treated prior to entry.

(d) For Department of Defense distribution facilities or freight consolidation points, all non-manufactured wood pallets or packaging material with a probability of entering countries endorsing the IPPC Guidelines must be treated and marked in accordance with DLAD 47.305-1 (available at <http://www.dla.mil/j-3/j-3311/DLAD/rev5.htm>), and MIL-STD-2073-1, Standard Practice for Military Packaging (and any future revision).

(e) Pallets and packing material shipped to FAS distribution facilities designated for possible delivery to the countries endorsing the IPPC Guidelines will comply with DLAD 47.305-1, and MIL-STD-2073-1.

(f) Delays in delivery caused by non-complying pallets or wood package material will not be considered as beyond the control of the Contractor. Any applicable Government expense incurred as a result of the Contractor's failure to provide appropriate pallets or package material shall be reimbursed by the Contractor. Expenses may include the applicable cost for repackaging, handling and return shipping, or the destruction of solid wood packaging material.

(End of clause)

552.211-90 Small Parts.

As prescribed in [511.204\(b\)\(9\)](#), insert the following clause:

SMALL PARTS (JAN 2010)

All small parts required to be furnished with machines covered by contracts resulting from this solicitation shall be packed in envelopes, sealed, identified with part numbers and quantity on outside of envelopes. Larger parts must be individually tagged and identified with part number on face of tag.

(End of clause)

552.211-91 Vehicle Decals, Stickers, and Data Plates.

As prescribed in [511.204\(b\)\(10\)](#), insert the following clause:

VEHICLE DECALS, STICKERS, AND DATA PLATES
(JAN 2010)

Unless otherwise specified, caution plates/decals shall be conspicuously installed for all equipment requiring such notices. Vehicles for civil agencies shall be provided with the manufacturer's current warranty legend imprinted on decal-comania, and applied in a visible area of the engine compartment. In addition, a decal or sticker shall provide at least the following information: contract number; purchase order number; date of delivery, month and year; and the warranty time, in month and miles.

(End of clause)

552.211-92 Radio Frequency Identification (RFID) Using Passive Tags.

As prescribed in [511.204\(b\)\(11\)](#), insert the following clause:

RADIO FREQUENCY IDENTIFICATION (RFID) USING
PASSIVE TAGS (JAN 2010)

Radio Frequency Identification shall be required on all non-bulk shipments to the Defense Logistics Agency (DLA) or Department of Defense (DoD) destinations. Shipments shall be tagged in accordance with 48 CFR clause 252.211-7006. Shipments to GSA Distribution Centers with final destinations to DLA and DoD shall be in compliance to 48 CFR 252.211-7006. Copies may be obtained from <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>.

(End of clause)

552.211-93 Unique Item Identification (UID).

As prescribed in [511.204\(b\)\(12\)](#), insert the following clause:

UNIQUE ITEM IDENTIFICATION (UID) (JAN 2010)

Unique Item Identification shall be required on tangible personal property in accordance with DFARS 211.274-4 as requested by the Defense Logistics Agency (DLA) or Department of Defense (DOD). Item Property that falls within this criterion shall be valued and identified in accordance with DFARS 252.211-7003. Details shall be found in DFARS 252.211-7007. Copies can be obtained from <http://www.access.gpo.gov> the 48 Code of Federal Regulations.

(End of clause)

552.211-94 Time of Delivery.

As prescribed at [511.404\(d\)](#), insert the following clause:

TIME OF DELIVERY (JAN 2010)

An "X" mark in the left hand block shall be considered a mandatory requirement to be fulfilled by the contractor.

	The Contractor will ship contract item(s) to the Federal Acquisition Service (FAS) stocking points identified in the delivery order at its discretion in order to maintain the required stock levels within the minimum and maximum requirements provided in the weekly status report.
	Delivery is required to be made at destination within * _____ * calendar days after receipt of order for deliveries to a GSA facility.
	Orders under this contract may require direct delivery to other agencies. Orders for direct delivery must be shipped and delivered within the time specified in blocks below.
	Shipment must be made with * _____ * days after receipt of order.
	In addition to block above the Contractor must also ensure that delivery will be made within * _____ * days after receipt of order.

(End of clause)

552.212-4 Contract Terms and Conditions—Commercial Items.

Alternate II (FAR Deviation) (Nov 2009). When a commercial item contract is contemplated and the contract will include the clause at FAR 52.212-4, insert this Alternate II instead of subparagraph (g)(2) of the FAR clause.

(g)(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagree-

ment exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

552.212-70 [Reserved]

552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items.

As prescribed in [512.301\(a\)\(1\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS APPLICABLE TO
GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The contracting officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The contracting officer may add the date of the provision or clause if desired for clarity.]

(a) Provisions.

— [552.237-70](#) Qualifications of Offerors

(b) Clauses.

— [552.203-71](#) Restriction on Advertising
 — [552.211-73](#) Marking
 — [552.215-70](#) Examination of Records by GSA
 — [552.215-71](#) Examination of Records by GSA (Multiple Award Schedule)
 — [552.215-72](#) Price Adjustment—Failure to Provide Accurate Information
 — [552.219-70](#) Allocation of Orders—Partially Set-Aside Items
 — [552.228-70](#) Workers' Compensation Laws
 — [552.229-70](#) Federal, State, and Local Taxes
 — [552.232-8](#) Discounts for Prompt Payment
 — [552.232-23](#) Assignment of Claims
 — [552.232-71](#) Adjusting Payments
 — [552.232-72](#) Final Payment
 — [552.232-73](#) Availability of Funds
 — [552.232-78](#) Payment Information
 — [552.237-71](#) Qualifications of Employees
 — [552.238-71](#) Submission and Distribution of Authorized FSS Schedule Price List
 — [552.238-74](#) Industrial Funding Fee and Sales Reporting
 — [552.238-75](#) Price Reductions
 — [552.242-70](#) Status Report of Orders and Shipments
 — [552.243-72](#) Modifications (Multiple Award Schedule)
 — [552.246-73](#) Warranty—Multiple Award Schedule
 — [552.246-76](#) Warranty of Pesticides

(End of clause)

552.212-72 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items.

As prescribed in [512.301\(a\)\(2\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS
APPLICABLE TO GSA ACQUISITION OF
COMMERCIAL ITEMS (SEP 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or

clause in effect based on the applicable regulation cited on the date the solicitation is issued unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The contracting officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The contracting officer may add the date of the provision or clause if desired for clarity.]

(a) *Provisions.*

___ [552.223-72](#) Hazardous Material Information

(b) *Clauses.*

- ___ [552.223-70](#) Hazardous Substances
- ___ [552.223-71](#) Nonconforming Hazardous Material
- ___ [552.238-70](#) Identification of Electronic Office Equipment Providing Accessibility for the Handicapped
- ___ [552.238-72](#) Identification of Products that have Environmental Attributes

(End of clause)

552.212-73 [Reserved]

552.214-70 “All or None” Bids.

As prescribed in [514.201-6](#), insert the following provision:

“ALL OR NONE” BIDS (OCT 2009)

(a) The Government reserves the right to evaluate bids and make awards on an “all or none” basis as provided below.

(b) A bid submitted on an “all or none” or similar basis will be evaluated as follows: The lowest acceptable bid exclusive of the “all or none” bid will be selected with respect to each item (or group of items when the solicitation provides for aggregate awards) and the total cost of all items thus determined shall be compared with the total of the lowest acceptable “all or none” bid. Award will be made to result in the lowest total cost to the Government.

(End of provision)

552.214-71 Progressive Awards and Monthly Quantity Allocations.

As prescribed in [514.201-7\(a\)](#), insert the following clause:

PROGRESSIVE AWARDS AND MONTHLY QUANTITY ALLOCATIONS (OCT 2009)

(a) *Monthly quantity allocation.* (1) Set forth below are the Government’s estimated annual and monthly require-

ments for each stock item covered by this solicitation. Bids shall indicate, in the spaces provided, the monthly quantity which the bidder is willing to furnish of any item or group of items involving the use of the same production facilities. In making monthly allocations, bidders are urged to group as many items as possible. Such groupings will make it possible for the Government to make fullest use of the production capabilities of each bidder.

(2) Bidders need not limit their monthly allocations to the Government’s estimated monthly requirements, since additional unanticipated needs may occur during the period of the contract. If a bid does not include monthly allocation quantities, it will be deemed to offer to furnish all of the Government’s requirements, even though they may exceed the stated estimated requirements.

National Stock Number	Estimated Annual Requirements	Estimated Annual Requirements

Bidders Monthly Quantity Allocations

Items or Groups of Items	Monthly Allocation Quantity

(b) *Progressive awards.* If the low responsive bid’s monthly quantity allocation is less than the Government’s estimated requirements, the Government may make progressive awards beginning with the low responsive bid and including each next low responsive bid to the extent necessary to meet the estimated requirements.

(c) *Ordering procedures.* If progressive awards are made, orders will be placed first with the Contractor offering the lowest price on each item normally up to that Contractor’s maximum quantity allocation and then, in the same manner, successively to other Contractors. When cumulative orders during any month, placed with a lower priced Contractor, equal or exceed 95 percent of its monthly quantity allocation, to avoid the placement of unduly small orders or the splitting of a subsequent order, the Government reserves the right to award the full quantity of the subsequent order to the next

lower priced Contractor. In no case will orders be placed with any Contractor in excess of its monthly quantity allocation.

(End of clause)

552.214-72 Bid Sample Requirements.

As prescribed in [514.202-4\(a\)\(3\)](#), insert the following provision:

BID SAMPLE REQUIREMENTS (OCT 2009)

This provision supplements FAR 52.214-20, which is incorporated by reference. Samples shall be from the production of the manufacturer whose products will be supplied under resultant contracts.

(a) Two bid samples are required for each of the following items in this solicitation:

(b) Two representative samples shall be submitted for each of the following items upon which a bid is submitted:

Items	Acceptable Representative Samples

NOTE: Bidders that propose to furnish an item or group of items from more than one manufacturer or production point must submit two samples from the production of each manufacturer or production point.

(c) Samples will be evaluated to determine compliance with all characteristics listed below:

Subjective Characteristics	Objective Characteristics

(d) Forward samples addressed to the Sample Room indicated below. Except for samples delivered by U.S. Mail, deliveries will be accepted between the hours of _____ Mondays through Fridays, official holidays excluded.

CAUTION: *USE PROPER ADDRESS FOR METHOD OF SHIPMENT SELECTED.*

Mail and Parcel Post	Freight or Express
<i>[Insert Address of Bid Sample Room]</i>	<i>[Insert address of Bid Sample Room]</i>

(e) Contracting Officer insert address.

(End of provision)

552.215-70 Examination of Records by GSA.

As prescribed in [514.201-7\(b\)](#) and [515.209-70\(a\)](#) insert the following clause:

EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term “subcontract” as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(End of clause)

552.215-71 Examination of Records by GSA (Multiple Award Schedule).

As prescribed in [515.209-70\(c\)](#) insert the following clause:

EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract for overbillings, billing errors, compliance with the Price Reduction clause and compliance with the Industrial Funding Fee and Sales Reporting clause of this contract. This authority shall expire 3 years after final payment.

The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

(End of clause)

552.215-72 Price Adjustment—Failure to Provide Accurate Information.

As prescribed in [515.408\(d\)](#), insert the following clause:

PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)

(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

- (1) Provide information required by this solicitation/contract or otherwise requested by the Government; or
- (2) Submit information that was current, accurate, and complete; or
- (3) Disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—

- (1) The amount of the overpayment; and
- (2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C. 6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. 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 contract.

(End of clause)

552.216-70 Economic Price Adjustment—FSS Multiple Award Schedule Contracts.

As prescribed in [516.203-4\(a\)](#), insert the following clause:

ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) Contractors may request price increases under the following conditions:

- (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
- (2) Only three increases will be considered during the contract period.
- (3) Increases are requested after the first 30 days of the contract period and prior to the last 60 days of the contract period.
- (4) At least 30 days elapse between requested increases.

(c) The aggregate of the increases in any contract unit price under this clause shall not exceed _____* percent of the original contract unit price. The Government reserves the right to raise this ceiling where changes in market conditions during the contract period support an increase.

(d) The following material shall be submitted with the request for a price increase:

- (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
- (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price- list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

(e) The Government reserves the right to exercise one of the following options:

- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

(End of clause)

**Insert the percent appropriate at the time the solicitation is issued. This percentage should normally be 10 percent, unless based on a trend established by an appropriate index such as the Producer Prices and Price Index during the most recent 6-month period indicates that a different percentage is more appropriate. Any ceiling other than 10 percent must be approved by the contracting director.*

Alternate I (Sep 1999). As prescribed by [516.203-4\(a\)\(2\)](#), substitute the following for paragraphs (b) and (c) of the clause:

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.

(2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this paragraph (b)).

(3) Increases are requested before the last 60 days of the contract period.

(4) At least 30 days elapse between requested increases.

(c) any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed ___* percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

**Insert the percentage appropriate at the time the solicitation is issued. This percentage should be determined based on*

the trend established by an appropriate index such as the Producer Prices and Price Index. A ceiling of more than 10 percent must be approved by the Contracting Director.

552.216-71 Economic Price Adjustment—Special Order Program Contracts.

As prescribed in [516.203-4\(a\)](#), insert the following clause:

ECONOMIC PRICE ADJUSTMENT—SPECIAL ORDER PROGRAM CONTRACTS (AUG 2010)

(a) "Producer Price Index" (PPI), as used in this clause, means the originally released index, not seasonally adjusted, published by the Bureau of Labor Statistics, U.S. Department of Labor (Labor) for product code _____ found under Table _____.

(b) During the term of the contract, the award price may be adjusted once during each 12-month period upward or downward. However, if an upward adjustment, a maximum of ___* percent shall apply. Any price adjustment for the product code shall be based upon the percentage change in the PPI released in the month prior to the initial month of the contract period specified in the solicitation for sealed bidding or the month prior to award in negotiation (the base index) and the PPI released 12 months later (the updated index). The formula for determining the Adjusted Contract Price (ACP) applicable to shipments for the balance of the contract period is—

$$ACP = \frac{\text{Updated Index}}{\text{Base Index}} \times \text{Award Price}$$

(c) If the PPI is not available for the month of the base index or the updated index, the month with the most recently published PPI prior to the month determining the base index or updated index shall be used.

(d) If a product code is discontinued, the Government and the Contractor will mutually agree to substitute a similar product code. If Labor designates an index with a new title and/or code number as continuous with the product code specified above, the new index shall be used.

(e) Unless the Contractor's written request for a price adjustment resulting from the application of the formula in paragraph (b) of this clause is received by the Contracting Officer within 30 calendar days of the release of the updated index, the Contractor shall have waived its right to an upward price adjustment for the balance of the contract. Alternatively, the Contracting Officer will unilaterally adjust the award price downward when appropriate using the updated index defined in paragraph (b) of this clause.

(f) Price adjustments shall be effective upon execution of a contract modification by the Government or on the 31st day following the release of the updated index, whichever is later, shall indicate the updated index and percent of change

as well as the ACP, and shall not apply to delivery orders issued before the effective date.

(End of clause)

Alternate I (Aug 2010). As prescribed in [516.203-4\(a\)\(1\)](#) and (2), substitute the following paragraphs (b), (e), and (f) for paragraphs (b), (e), and (f) of the basic clause:

(b) Once during each 12-month period, the contract price may be adjusted upward or downward a maximum of * percent.

(1) For the first option period, any price adjustment for the product code shall be based upon the percentage change in the PPI released in the month prior to the initial month of the contract period specified in the solicitation for sealed bidding or the month prior to award in negotiation (the base index) and the PPI released in the third month before completion of the initial contract period stated in the solicitation (the updated index). This initial contract period may be less than 12 months. The formula for determining the Adjusted Contract Price (ACP) applicable to shipments during the first option period is—

$$\text{ACP} = \frac{\text{Updated Index}}{\text{Base Index}} \times \text{Award Price}$$

(2) For any subsequent option period, the price adjustment shall be the percentage change between the previously updated index (the new base index) and the PPI released 12 months later (the most recent updated index). This percentage shall be applied to the Current Contract Price (CCP). The formula for determining the ACP applicable to shipments for the subsequent option period(s) is—

$$\text{ACP} = \frac{\text{Most Recent Updated Index}}{\text{New Base Index}} \times \text{CCP}$$

(e) Unless the Contractor's written request for a price adjustment resulting from the application of the formulas in paragraphs (b)(1) or (2) of this clause is received by the Contracting Officer within 30 calendar days of the date of the Government's preliminary written notice of its intent to exercise the option, the Contractors shall have waived its right to an upward price adjustment for that option period. Alternatively, the Contracting Officer in its written notice shall exercise the option at the CCP or at a reduced price when appropriate using the formulas in paragraphs (b)(1) or (2) of this clause.

(f) Price adjustments shall be effected by execution of a contract modification by the Government indicating the most recent updated index and percent of change and shall apply to delivery orders placed on or after the first day of the option period.

Alternate II (Aug 2010). As prescribed in [516.203-4\(a\)\(2\)](#), add the following paragraph (g) to the basic clause.

(g) No price adjustment will be made unless the percentage change in the PPI is at least * percent.

The Contracting Officer should insert a lower percent than the maximum percentage stated in paragraph (b) of the clause.

552.216-72 Placement of Orders.

As prescribed in [516.506\(a\)](#), insert the following clause:

PLACEMENT OF ORDERS (AUG 2010)

(a) Delivery orders (orders) will be placed by:

[Contracting Officer insert names of Federal agencies]

(b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.

(c) If the Contractor agrees, General Services Administration's Federal Acquisition Service (FAS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other agencies may place orders by EDI.

(d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in paragraph (g) of this clause.

(e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.

(f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.

(g) The basic content and format of the TPA will be provided by: General Services Administration, Office of the Chief Information Officer (OI), 2100 Crystal Drive, Arlington, VA 22202, Telephone: (703) 605-9444.

(End of clause)

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Alternate I (Aug 2010). As prescribed in [516.506\(a\)](#), substitute the following paragraphs (a), (b), (c), and (d) for paragraphs (a), (b), (c), and (d) of the basic clause:

(a) All delivery orders (orders) under this contract will be placed by the General Services Administration's Federal Acquisition Service (FAS). The Contractor is not authorized to accept orders from any other agency. Violation of this restriction may result in termination of the contract pursuant to the default clause of this contract.

(b) All orders shall be placed by Electronic Data Interchange (EDI) using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.

(c) If the Contractor agrees, transmission will be computer-to-computer EDI. If computer-to-computer EDI is not possible, FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission.

(d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into a Trading Partner Agreement (TPA) with FAS in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation.

552.216-73 Ordering Information.

As prescribed in [516.506\(c\)](#), insert the following provision:

ORDERING INFORMATION (AUG 2010)

(a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Acquisition Service (FAS) by either facsimile transmission or computer-to-computer Electronic Data Interchange (EDI).

(b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

(c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone num-

ber(s) for facsimile transmission equipment where orders should be forwarded.

(d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

(e) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES NO

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

(End of provision)

Alternate I (Sep 1999). As prescribed in [516.506\(c\)](#), delete paragraph (d) of the basic provision.

552.216-74 Task-Order and Delivery-Order Ombudsman.

As prescribed in [516.506\(b\)](#), insert the following provision:

TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (AUG 2010)

GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.

In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.

The GSA Ombudsman is the Director, Office of Acquisition Integrity located at: General Services Administration (GSA), Office of Governmentwide Policy (OGP), Office of

Acquisition Policy (MV), Acquisition Integrity Division (MVA), 1800 F Street, NW., Room 4014, Washington, D.C. 20405, Telephone: (202) 219-3454, Fax: (202) 219-3615, E-mail: joseph.neurauter@gsa.gov.

552.217-70 Evaluation of Options.

As prescribed in [517.208\(a\)](#), insert the following provision:

EVALUATION OF OPTIONS (AUG 1990)

(a) The Government will evaluate offers for award purposes by determining the lowest base period price. When option year pricing is based on a formula (e.g., changes in the Producer Price Index or other common standard); option year pricing is automatically considered when evaluating the base year price, as any change in price will be uniformly related to changes in market conditions. All options are therefore considered to be evaluated. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government will reject the offer if exceptions are taken to the price provisions of the Economic Price Adjustment clause, unless the exception results in a lower maximum option year price. Such offers will be evaluated without regard to the lower option year(s) maximum. However, if the offeror offering a lower maximum is awarded a contract, the award will reflect the lower maximum.

552.217-71 Notice Regarding Option(s).

As prescribed in [517.208\(b\)](#), insert the following provision:

NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to *[Insert “purchase additional quantities of supplies or services” or “extend the term of this contract” or “purchase additional quantities of supplies or services and to extend the term of this contract”]* in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA’s quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor’s past performance under this contract in accordance with 48 CFR 517.207.

552.219-70 Allocation of Orders—Partially Set-aside Items.

As prescribed in [519.508](#), insert the following clause:

ALLOCATION OF ORDERS—PARTIALLY SET-ASIDE ITEMS (SEP 1999)

Where the set-aside portion of an item or group of items is awarded to a Contractor other than the one receiving the

award on the corresponding non-set-aside portion, the Government will divide the requirements to be ordered between the two Contractors with the objective of achieving, as nearly as possible, a 50/50 division of the total value of orders placed after the award of the set-aside portion. In no case will this division vary by more than a 60/40 division (with either the non-set-aside or set-aside Contractor receiving the larger portion) from the time of the award of the set-aside portion.

(End of clause)

552.219-71 Notice to Offerors of Subcontracting Plan Requirements.

As prescribed in [519.708-70\(a\)](#), insert the following provision:

NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (MAR 2012)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$650,000 (\$1,500,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

(End of provision)

552.219-72 Preparation, Submission, and Negotiation of Subcontracting Plans.

As prescribed in [519.708-70\(b\)](#), insert the following provision:

PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (MAR 2012)

(a) An offeror, other than a small business concern, submitting an offer that exceeds \$650,000 (\$1,500,000 for construction) shall submit a subcontracting plan with its initial offer. The subcontracting plan will be negotiated concurrently with price and any required technical and management proposals, unless the offeror submits a previously-approved commercial plan.

(b) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned, veteran-owned,

and service-disabled veteran owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits. The General Services Administration (GSA) expects that an offeror's subcontracting plan will reflect a commitment to assuring that small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns are provided the maximum practicable opportunity, consistent with efficient contract performance, to participate as subcontractors in the performance of the resulting contract. An offeror submitting a commercial plan can reflect this commitment through subcontracting opportunities it provides that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(c) GSA believes that this potential contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors. Consequently, in addressing the eleven elements described at FAR 52.219-9(d) of the clause in this contract entitled Small Business Subcontracting Plan, the offeror shall:

(1) Demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing the contract.

(2) Include a description of the offeror's subcontracting strategies used in any previous contracts, significant achievements, and how this plan will build upon those earlier achievements.

(3) Demonstrate through its plan that it understands the small business subcontracting program's objectives and GSA's expectations, and it is committed to taking those actions necessary to meet these goals or objectives.

(d) In determining the acceptability of any subcontracting plan, the Contracting Officer will take each of the following actions:

(1) Review the plan to verify that the offeror demonstrates an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the program and has included all the information, goals, and assurances required by FAR 52.219-9.

(2) Consider previous goals and achievements of contractors in the same industry.

(3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns.

(4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

(e) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

(End of provision)

552.219-73 Goals for Subcontracting Plan.

As prescribed in [519.708-70\(c\)](#), insert the following provision:

GOALS FOR SUBCONTRACTING PLAN (JUNE 2005)

(a) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.

(1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan.

(2) In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing this contract. An offeror submitting a commercial plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan

that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

(b) GSA believes that this contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors. Accordingly, it is anticipated that an acceptable subcontracting plan will contain at least the following goals:

Small Business	_____ percent
HUBZone Small Business	_____ percent
Small Disadvantaged Business	_____ percent
Women-Owned Small Business	_____ percent
Veteran-Owned Small Business	_____ percent
Service-Disabled Veteran-Owned Small Business	_____ percent

NOTE: Target goals are expressed as a percentage of planned subcontracting dollars.

(c) In determining the acceptability of any subcontracting plan, the Contracting Officer will—

(1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;

(2) Consider previous goals and achievements of contractors in the same industry;

(3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns; and

(4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

(d) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified

by the Contracting Officer shall make the offeror ineligible for award.

(End of provision)

Alternate I (Sep 1999). As prescribed in [519.708-70\(c\)\(2\)](#), delete paragraph (b) of the basic provision and redesignate paragraphs (c) and (d) as paragraphs (b) and (c).

552.219-74 Section 8(a) Direct Award.

As prescribed in [519.870-8](#), insert the following clause:

SECTION 8(A) DIRECT AWARD (SEP 1999)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a) certifications, 8(a) eligibility determinations, and related issues, and will provide counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[Complete at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments or novation agreements. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) To the requirements of 52.219-14, Limitations on Subcontracting.

(End of clause)

552.219-75 GSA Mentor-Protégé Program.

As prescribed in [519.7017\(a\)](#), insert the following clause:

GSA MENTOR-PROTÉGÉ PROGRAM (SEP 2009)

(a) Prime contractors, including small businesses, are encouraged to participate in the GSA Mentor-Protégé Pro-

gram for the purpose of providing developmental assistance to eligible protégé entities to enhance their capabilities and increase their participation in GSA contracts.

(b) The Program consists of:

(1) Mentor firms are large prime contractors with at least one active subcontracting plan, or that are eligible small businesses;

(2) Protégés are subcontractors to the prime contractor, and include small business concerns, small disadvantaged business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, and women-owned small business concerns meeting the qualifications specified in [Subpart 519.70](#); and

(3) Mentor-protégé Applications and Agreements, approved by the Mentor-Protégé Program Manager in the GSA Office of Small Business Utilization (OSBU).

(c) *Mentor participation in the Program* means providing technical, managerial and financial assistance to aid protégés in developing requisite high-tech expertise and business systems to compete for and successfully perform GSA contracts and subcontracts.

(d) Contractors interested in participating in the Program are encouraged to read FAR Subpart 19.7 and to contact the GSA Office of Small Business Utilization (E), Washington, DC 20405, (202) 501-1021, for further information.

(End of clause)

552.219-76 Mentor Requirements and Evaluation.

As prescribed in [519.7017\(b\)](#), insert the following clause:

MENTOR REQUIREMENTS AND EVALUATION (MAR 2012)

(a) The purpose of the GSA Mentor-Protégé Program is for a GSA prime contractor to provide developmental assistance to certain subcontractors qualifying as protégés. Eligible protégés include small business concerns, small disadvantaged business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, and women-owned small business concerns meeting the qualifications specified in section [519.7007](#). The Program requires an Application process and an Agreement between the mentor and the protégé. See GSAR [Subpart 519.70](#) for more information.

(b) GSA will evaluate a GSA mentor's performance on the following factors:

(1) Specific actions taken by the contractor, during the evaluation period, to increase the participation of its protégé as a subcontractor and supplier;

(2) Specific actions taken by the contractor during this evaluation period to develop the technical and corporate administrative expertise of its protégé as defined in the Agreement;

(3) To what extent the protégé has met the developmental objectives in the Agreement; and

(4) To what extent the firm's participation in the Mentor-Protégé Program resulted in the protégé receiving competitive contract(s) and subcontract(s) from private firms other than the mentor, and from agencies.

(c) Semi-annual reports shall be submitted by a GSA mentor to the GSA Mentor-Protégé Program Manager, GSA Office of Small Business Utilization (E), Washington, DC 20405. The reports must include information as outlined in paragraph (b) of this section. The semi-annual report may include a narrative describing the forms of developmental assistance a mentor provides to a protégé and any other types of permissible, mutually beneficial assistance.

(d) A GSA mentor will notify the GSA Mentor-Protégé Program Manager and the contracting officer, in writing, at least 30 days in advance of the mentor firm's intent to voluntarily withdraw from the GSA Program or terminate the Agreement, or upon receipt of a protégé's notice to withdraw from the Program.

(e) GSA mentor and protégé firms will submit a "Lessons Learned" evaluation to the GSA Mentor-Protégé Program Manager at the conclusion of the Mentor-Protégé Agreement. At the end of each year in the Mentor-Protégé Program, the mentor and protégé, as appropriate, will formally brief the GSA Mentor-Protégé Program manager, the technical program manager, and the contracting officer during a formal Program review regarding Program accomplishments as they pertain to the approved Agreement.

(f) GSA has the authority to exclude mentor or protégé firms from participating in the GSA Program. If GSA excludes a mentor or a protégé from the Program, the GSA Office of Small Business Utilization will deliver to the contractor a Notice specifying the reason for Program exclusion and the effective date. The exclusion from the Program does not constitute a termination of the subcontract between the mentor and the protégé. A plan for accomplishing the subcontract effort should the Agreement be terminated shall be submitted with the Agreement as required in section [519.7010\(j\)](#).

(g) Subcontracts awarded to GSA protégé firms under this Program are exempt from competition requirements, notwithstanding FAR 52.244-5. However, price reasonableness should still be determined.

(End of clause)

552.223-70 Hazardous Substances.

As prescribed in [523.303\(a\)](#), insert the following clause:

HAZARDOUS SUBSTANCES (MAY 1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Materials Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(c) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

(End of clause)

552.223-71 Nonconforming Hazardous Materials.

As prescribed in [523.303\(b\)](#), insert the following clause:

NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)

(a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

(b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure:

- (1) May be interpreted as a willful failure to perform,
- (2) May result in termination of the contract for default and
- (3) Shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).

(d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

(End of clause)

552.223-72 Hazardous Material Information.

As prescribed in [523.370](#), insert the following provision:

HAZARDOUS MATERIAL INFORMATION (SEP 1999)

Offeror shall indicate for each national stock number (NSN) the following information:

NSN	DOT Shipping Name	DOT Hazard Class	DOT Label Required
			Yes [] No []
			Yes [] No []
			Yes [] No []

(End of provision)

552.227-70 Government Rights (Unlimited).

As prescribed in [527.409\(a\)](#), insert the following clause:

GOVERNMENT RIGHTS (UNLIMITED) (MAY 1989)

The Government shall have unlimited rights in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

552.227-71 Drawings and Other Data to Become Property of Government.

As prescribed in [527.409\(b\)](#), substitute the following clause:

DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (MAY 1989)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under Section 201(b) of Title 17, United States Code. With respect

thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of works beyond such period.

(End of clause)

552.228-5 Government as Additional Insured.

As prescribed in [528.310](#), insert the following clause:

GOVERNMENT AS ADDITIONAL INSURED (MAY 2009)

(a) This clause supplements the requirements set forth in FAR clause 52.528-5, Insurance—Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

(End of clause)

552.229-70 Federal, State, and Local Taxes.

As prescribed in [529.401-70](#), insert the following clause:

FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

(End of clause)

552.229-71 Federal Excise Tax—DC Government.

As prescribed in [529.401-71](#), insert the following clause:

FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

(End of clause)

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

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PART 553—FORMS

Sec.

Subpart 553.1—General

- 553.101 Requirements for use of forms.
- 553.102 Current editions.
- 553.170 Establishing and revising GSA Forms.

Subpart 553.3—Illustrations of Forms

- 553.300 Scope of subpart.
- 553.300-70 Forms not illustrated.
- 553.370-618D [Removed]
- 553.370-1378 GSA Form 1378, Record of, and Receipt for, Bids and Responses.
- 553.370-1458 GSA Form 1458, Motor Vehicle Shop Work Order, Repair and Purchase Order.
- 553.370-1535A GSA Form 1535A, Recommendation for Award(s) (Continuation).
- 553.370-1602 GSA Form 1602, Notice Concerning Solicitation.
- 553.370-1678 GSA Form 1678, Status Report of Orders and Shipments.
- 553.370-1720 [Removed]

- 553.370-1766 GSA Form 1766, Structured Approach Profit/Fee Objective.
- 553.370-2689 Small Business Analysis Record.
- 553.370-2728 GSA Form 2728, Procurement Contract Register.
- 553.370-3186 GSA Form 3186, Order for Supplies or Services.
- 553.370-3186B GSA Form 3186B, Order for Supplies or Services (EDI).
- 553.370-3410 GSA Form 3410, Request for Appointment.
- 553.370-3471 GSA Form 3471, Abstract of Offers.
- 553.370-3521 Blanket Purchase Agreement.
- 553.370-3577 [Removed]
- 553.370-3611 GSA Form 3611, Cover Page Source Selection Information.
- 553.370-8002A GSA Form 8002A, Motor Vehicle Requisition Status.
- 553.370-8002B GSA Form 8002B, Motor Vehicle Delivery Order.

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553.370-1720 [Removed]

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