

General Services Administration  
Washington, DC 20417

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July 1, 2011

## GSA ORDER

Subject: GSAR Amendment 2011-02, GSAR Case 2011-G503, Implementation of Information Technology Security Provision (Change 50)

1. Purpose. This order transmits a revision to the General Services Administration Acquisition Manual (GSAM).
2. Background. The General Services Administration amends the GSA Acquisition Manual (GSAM) to revise coverage in Part 507, Acquisition Planning and Part 539 Acquisition of Information Technology. This guidance supplements the Federal Acquisition Regulation (FAR) coverage provided in FAR Part 507 and FAR Part 39 and in the FAR clauses found at FAR 52.239.

GSA published GSAR Case 2011-G503, Change 50, interim rule, in the *Federal Register* at 76 FR 34886 on June 15, 2011.

3. Effective date. June 15, 2011.
4. Explanation of changes. The GSAM revisions include the following –

GSAR subpart 507.70, Additional Requirements for Purchases in Support of National Security Systems, the title is revised to “Additional Requirements for Purchases in Support of National Security Systems involving Weapons Systems.” The remainder of the subpart remains unchanged.

GSAR subpart 511.102, Security of Information Technology Data is being added to indicate to contracting officers that they must use the guidance identified under GSA’s Office of the Senior Agency Information Security Officer publication CIO IT Security Procedural Guide 09-48. In addition, contracting officers must coordinate with program officials or requiring activities to ensure that the solicitation includes the appropriate information security requirements.

GSAR subpart 539.001, Applicability, is revised to state that information technology supplies, services and systems in support of a weapon system as part of security systems are not applicable to this section. Users are referred to GSAR Part 507.70.

GSAR subpart 539.70, Additional Requirements for Purchases Not in Support of National Security Systems, is being added. This subpart describes the scope of the subpart, the policy that shall be followed when procuring information technology

supplies, services and systems in support of security systems. In addition, a new provision, 552.239-70, Information Technology Security Plan and Security Authorization, and new clause 552.239-71, Security Requirements for Unclassified Information Technology Resources are being added.

5. Cancellations and Rescissions: None.

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

Remove Pages

General Structure  
pp. iii and iv  
pp. vii and viii

Part 507 TOC  
pp. 507-i and 507-ii  
507-1 and 507-2

Part 511 TOC  
pp. 511-i and 511-ii  
511-1 and 511-2

Part 539 TOC  
pp. 539-i and 539-ii  
539-1 and 539-2

Part 552 TOC  
pp. 552-i and 552-ii  
552-45 thru 552-64

Matrix  
552-69 and 552-70

Insert Pages

General Structure  
pp. iii and iv  
pp. vii and viii

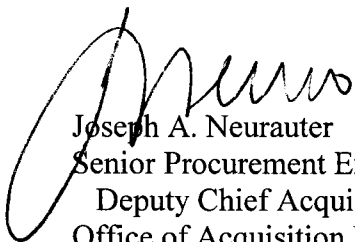
Part 507 TOC  
pp. 507-i and 507-ii  
507-1 and 507-2

Part 511 TOC  
pp. 511-i and 511-ii  
511-1 and 511-2

Part 539 TOC  
pp. 539-i and 539-ii  
539-1 and 539-2

Part 552 TOC  
pp. 552-i and 552-ii  
552-45 thru 552-64

Matrix  
552-69 and 552-70



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## General Structure and Subparts

### INTRODUCTION

#### SUBCHAPTER A—GENERAL

##### **PART 501—GENERAL SERVICES ADMINISTRATION**

###### **ACQUISITION REGULATION SYSTEM**

- 501.1 Purpose, Authority, Issuance
- 501.4 Deviations from the FAR and GSAR
- 501.6 Career Development, Contracting Authority, and Responsibilities
- 501.7 Determinations and Findings
- Appendix 501A Suggested Language for Certificates of Appointment for Contracting Officer Warrant Program

##### **PART 502—DEFINITIONS OF WORDS AND TERMS**

- 502.1 Definitions

##### **PART 503—IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST**

- 503.1 Safeguards
- 503.2 Contractor Gratuities to Government Personnel
- 503.3 Reports of Suspected Antitrust Violations
- 503.4 Contingent Fees
- 503.5 Other Improper Business Practices
- 503.7 Voiding and Rescinding Contracts
- 503.8 Limitation on the Payment of Funds to Influence Federal Transactions
- 503.10 Contractor Code of Business Ethics and Conduct

##### **PART 504—ADMINISTRATIVE MATTERS**

- 504.1 Contract Execution
- 504.2 Contract Distribution
- 504.4 Safeguarding Classified Information Within Industry
- 504.5 Electronic Commerce in Contracting
- 504.6 Contract Reporting
- 504.8 Government Contract Files
- 504.9 Information Reporting to the Internal Revenue Service
- 504.70 Uniform Procurement Instrument Identification

#### SUBCHAPTER B—COMPETITION AND ACQUISITION PLANNING

##### **PART 505—PUBLICIZING CONTRACT ACTIONS**

- 505.1 Dissemination of Information
- 505.2 Synopses of Proposed Contract Actions
- 505.3 Synopses of Contract Awards
- 505.4 Release of Information
- 505.5 Paid Advertisements

##### **PART 506—COMPETITION REQUIREMENTS**

- 506.2 Full and Open Competition After Exclusion of Sources
- 506.3 Other than Full and Open Competition

**PART 507—ACQUISITION PLANNING**

- 507.1 Acquisition Plans
- 507.5 Inherently Governmental Functions
- 507.70 Additional Requirements for Purchases in Support of National Security Systems involving Weapons Systems

**PART 508—REQUIRED SOURCES OF SUPPLIES AND SERVICES**

- 508.6 Acquisition from Federal Prison Industries, Inc.
- 508.7 Acquisition from Nonprofit Agencies Employing People Who Are Blind or Severely Disabled
- 508.8 Acquisition of Printing and Related Supplies

**PART 509—CONTRACTOR QUALIFICATIONS**

- 509.1 Responsible Prospective Contractors
- 509.3 First Article Testing and Approval
- 509.4 Debarment, Suspension, and Ineligibility
- 509.5 Organizational and Consultant Conflicts of Interest

**PART 510—MARKET RESEARCH [RESERVED]**

**PART 511—DESCRIBING AGENCY NEEDS**

- 511.1 Selecting and Developing Requirements Documents
- 511.2 Using and Maintaining Requirements Documents
- 511.4 Delivery or Performance Schedules
- 511.6 Priorities and Allocations

**PART 512—ACQUISITION OF COMMERCIAL ITEMS**

- 512.2 Special Requirements for the Acquisition of Commercial Items
- 512.3 Solicitation Provisions and Contract Clauses for the Acquisition of Commercial Items

**SUBCHAPTER C—CONTRACTING METHODS AND CONTRACT TYPES**

**PART 513—SIMPLIFIED ACQUISITION PROCEDURES**

- 513.1 Procedures
- 513.3 Simplified Acquisition Methods
- 513.4 Fast Payment Procedure

**PART 514—SEALED BIDDING**

- 514.2 Solicitation of Bids
- 514.3 Submission of Bids
- 514.4 Opening of Bids and Award of Contract

**PART 515—CONTRACTING BY NEGOTIATION**

- 515.2 Solicitation and Receipt of Proposals and Information
- 515.3 Source Selection
- 515.4 Contract Pricing
- 515.5 Preaward, Award, and Postaward Notifications, Protests, and Mistakes
- 515.6 Unsolicited Proposals
- 515.70 Use of Bid Samples
- Appendix 515A Source Selection Procedures

**PART 532—CONTRACT FINANCING**

- 532.1 Non-Commercial Item Purchase Financing
- 532.4 Advance Payments for Non-Commercial Items
- 532.5 Progress Payments Based on Costs
- 532.6 Contract Debts
- 532.7 Contract Funding
- 532.8 Assignment of Claims
- 532.9 Prompt Payment
- 532.11 Electronic Funds Transfer
- 532.70 Authorizing Payment by Government Charge Card
- 532.71 [Reserved]
- 532.72 Payments Under Contracts Subject to Audit

**PART 533—PROTESTS, DISPUTES, AND APPEALS**

- 533.1 Protests
- 533.2 Disputes and Appeals

**SUBCHAPTER F—SPECIAL CATEGORIES OF CONTRACTING**

**PART 534—MAJOR SYSTEM ACQUISITION**

- 534.2 Earned Value Management Systems.

**PART 535—RESEARCH AND DEVELOPMENT CONTRACTING [RESERVED]**

**PART 536—CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS**

- 536.1 General
- 536.2 Special Aspects of Contracting for Construction
- 536.5 Contract Clauses
- 536.6 Architect-Engineer Services

**PART 537—SERVICE CONTRACTING**

- 537.1 Service Contracts—General
- 537.2 Advisory and Assistance Services
- 537.6 Performance-based Acquisition

**PART 538—FEDERAL SUPPLY SCHEDULE CONTRACTING**

- 538.2 Establishing and Administering Federal Supply Schedules
- 538.70 Cooperative Purchasing
- 538.71 Recovery Purchasing

**PART 539—ACQUISITION OF INFORMATION TECHNOLOGY**

- 539.70 Additional Requirements for Purchases Not in Support of National Security Systems

**PART 540—[RESERVED]**

**PART 541—ACQUISITION OF UTILITY SERVICES**

- 541.1 General
- 541.2 Acquiring Utility Services
- 541.4 Administration
- 541.5 Solicitation Provisions and Contract Clauses

**SUBCHAPTER G—CONTRACT MANAGEMENT**

**PART 542—CONTRACT ADMINISTRATION AND AUDIT SERVICES**

- 542.1 Contract Audit Services
- 542.2 Contract Administration Services
- 542.3 Contract Administration Office Functions
- 542.11 Production Surveillance and Reporting
- 542.12 Novation and Change-of-Name Agreements
- 542.15 Contractor Performance Information
- 542.70 Audit of Contractor’s Records

**PART 543—CONTRACT MODIFICATIONS**

- 543.1 General
- 543.2 Change Orders

**PART 544—SUBCONTRACTING POLICIES AND PROCEDURES [RESERVED]**

**PART 545—GOVERNMENT PROPERTY [RESERVED]**

**PART 546—QUALITY ASSURANCE**

- 546.3 Contract Clauses
- 546.7 Warranties

**[PART 547—[RESERVED]]**

**PART 548—VALUE ENGINEERING**

- 548.1 Policies and Procedures

**PART 549—TERMINATION OF CONTRACTS**

- 549.1 General Principles
- 549.4 Termination for Default
- 549.5 [Reserved]

**PART 550—EXTRAORDINARY CONTRACTUAL ACTIONS**

**PART 551—USE OF GOVERNMENT SOURCES BY CONTRACTORS [RESERVED]**

**SUBCHAPTER H—CLAUSES AND FORMS**

**PART 552—SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

- 552.1 Instructions for Using Provisions and Clauses
- 552.2 Text of Provisions and Clauses
- 552.3 Provision and Clause Matrixes

**PART 553—FORMS**

- 553.1 General
- 553.3 Illustrations of Forms

**CHANGE 50 JUNE 15, 2011**

**PART 507—ACQUISITION PLANNING**

*Sec.*

	<b>Subpart 507.1—Acquisition Plans</b>		<b>Subpart 507.70—Additional Requirements for Purchases in Support of National Security Systems involving Weapons Systems</b>
507.101	Definitions.		
507.103	Agency-head responsibilities.		
507.104	General procedures.	507.7000	Scope of subpart.
507.105	Contents of acquisition plans	507.7001	Policy.
	<b>Subpart 507.5—Inherently Governmental Functions</b>		
507.503	Policy.		

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## PART 507—ACQUISITION PLANNING

## Subpart 507.1—Acquisition Plans

**507.101 Definitions.**

“Planner” means the person residing in the requirements office who initiates, coordinates and prepares written acquisition plans. The person may be in an individual program office or have responsibility for a number of such offices.

“Planning team” means a team of individuals formed to prepare individual elements of an acquisition plan. The team should be comprised of technical and professional representatives from the requirements customer, contracting, budget, counsel, small business technical advisors (SBTA), and other offices as warranted.

“Requirements office” means the internal GSA office that establishes and funds the agency need. If an organization outside of GSA establishes and funds the need, then the requirements office will be the GSA office that is managing the acquisition for that outside organization.

**507.103 Agency-head responsibilities.**

The HCA must ensure that the planning team adheres to the requirements of FAR Part 7, Acquisition Planning.

**507.104 General procedures.**

(a) The planner shall:

(1) Comply with the requirements of FAR Subpart 7.1, and coordinate with other members of the planning team as appropriate.

(2) Write the acquisition plan using all planning team members especially for complex or highly sensitive acquisitions.

(3) Review the acquisition history of the supplies and services.

(4) Review the description of the supplies, including (when necessary for adequate description) a picture, drawing, diagram, or other graphic representation.

(5) Coordinate with the Small Business Technical Advisor (SBTA) as necessary to fulfill the requirements of FAR 7.104(d)(1).

(6) Coordinate with local representatives of the Office of the Chief Information Officer (CIO) if the action involves IT services or supplies for use by GSA to ensure compliance with the requirements of GSA Order CIO 2135.1, GSA Information Technology (IT) Capital Planning and Investment Control (not required for establishing a Federal Supply Schedule program).

(7) Obtain concurrence of the contracting officer, and approvals as required in paragraph [507.105\(c\)\(1\)](#).

(8) Coordinate with the Office of General Counsel on an as needed basis, but definitely for plans over \$20 million.

(9) Ensure that an interagency agreement is in place in all agency specific clauses, terms and conditions are incorporated in the acquisition, when conducting purchases on behalf of other agencies.

(b) The contracting officer shall:

(1) Ensure that acquisition planning and market research are performed for all acquisitions.

(2) Ensure that the contract file contains a copy of the approved acquisition plan.

(c) *Applicability.* With the following exceptions, all acquisitions, including orders and BPAs, require written acquisition plans.

(1) When awarding a single IDIQ contract or a BPA for a specific requirement and agency, an acquisition plan will be developed for the base contract. The resulting orders should be covered by and reference the same acquisition plan.

(2) Oral plans.

(d) The planner is encouraged to use the Acquisition Planning Wizard (APW) (found at <http://apw.gsa.gov>), or any successor system, for all acquisitions exceeding the SAT. Not later than 7 calendar days after the acquisition plan is approved, if not completed in APW, an electronic copy shall be sent to [acquisitionplans@gsa.gov](mailto:acquisitionplans@gsa.gov).

**507.105 Contents of acquisition plans.**

(a) *Written.* (1) The APW contains the format prescribed in FAR 7.105 and shall be used in the preparation of acquisition plans. Where a particular element described in FAR 7.105 does not apply, the acquisition plan should read “not applicable.” The dollar value, complexity (e.g., commercial versus non-commercial item) and method of acquisition (e.g., full and open competition versus task/delivery order) of the supplies and services to be acquired will affect the scope and breadth of the acquisition plan.

(2) FAR 7.106 (*major systems*) and FAR 7.107 (*bundling*) shall be addressed in the plans, if applicable.

(3) For leasehold interests in real property, a modified version of the contents of acquisition plans for leases is provided in the APW.

(4) The requirement for a written plan may be waived by the appropriate level of an approving official listed in GSAM 507.105(c). When the requirement for a written plan is waived, an oral plan is still required. The planner must obtain approval for the oral plan from the approving official.

(b) *Oral plans.* Oral plans are only authorized by approval of the HCA and may be used in unusual and compelling situations. The planner shall document a summary of the oral plan, and shall also include: the name and signature of the approving official; the date the oral plan was approved; and the reason for waiving a written plan. The summary shall be included in the official contract file. In addition, the summary should be a part of, or attached to, any justification for other than full and open competition as required by FAR 6.302, or in the basis for using an exception to the fair opportunity process required by FAR 16.505(b)(2). The summary may be prepared after award if preparation before award would unreasonably delay the award, such as in the case of circumstances warranting the use of a letter contract.

(c) *Approval thresholds.* (1) The following are the dollar value thresholds and the level of the approving official for

approving acquisition plans or waiving written plans. For purposes of leasing, the Simplified Leasing Acquisition Threshold (SLAT) is defined in Part 570. The HCA may authorize higher level approving officials for the thresholds set out below.

<u>Threshold</u>	<u>Approving Official</u>
Below the SAT (SLAT for leases)	Contracting Officer
SAT (SLAT for leases) to, and including, \$5.5 million	One Level above the Contracting Officer
Over \$5.5 million to, and including, \$20 million	Contracting Director
Over \$20 million to, and including, \$50 million	Regional Commissioner or Deputy Regional Commissioner
Over \$50 million	HCA

Note: Thresholds shall include all options.

(2) If the acquisition meets one of the following criteria and is greater than the SAT, the planner must obtain HCA approval of the plan:

- (a) Complex, critical to agency strategic objectives and mission, highly visible or politically sensitive.
- (b) An acquisition with which GSA has little or no experience that may result in a need for greater oversight or risk management.
- (c) Actions using significantly changed methods (e.g., methods of procurement such as lease versus purchase, or methods of performance such as contractor versus Government personnel).
- (d) New construction or repair, lease prospectus and alteration prospectus budget line items.
- (e) Any acquisition that requires contract bundling (FAR 7.107).

**Subpart 507.5—Inherently Governmental Functions**

**507.503 Policy.**

- (a) Concurrent with the transmittal of each statement of work or any modification to a statement of work for a service contract, the requirements office must provide the contracting officer a written determination that none of the functions to be performed are inherently governmental as defined in FAR 7.5. The determination must include a statement that the requirement is not for functions similar to those listed under FAR 7.503(c).
- (b) The requirements office must also review the examples of functions listed under paragraph (d) of FAR 7.503. While these functions are not inherently governmental, they may

restrict the discretionary authority, decision-making responsibility, or accountability of Government officials using the contractor services or work products. If the services to be acquired may cause such restrictions, the acquisition plan must discuss the associated vulnerabilities, and address management controls to mitigate them.

(1) These measures may include requiring special controls and safeguards to prevent improper personal services relationships, contractor personnel access to privileged or sensitive information, and/or confusion regarding the mistaking of contractor employees for Federal employees.

(2) The requirements office is directed to use FAR 37.104 and 37.5 and OFPP Policy Letter 93-1 for guidance in addressing these considerations.

(3) The HCA resolves any disagreement regarding the requirements official's determination, following the guidelines in FAR 7.5. The HCA may delegate this authority to a level not lower than the contracting director.

**Subpart 507.70—Additional Requirements for Purchases in Support of National Security Systems involving Weapons Systems**

**507.7000 Scope of subpart.**

This subpart prescribes acquisition policies and procedures for use in acquiring information technology supplies, services and systems in support of a weapon system as part of a national security system, as defined by FAR 39.002.

**507.7001 Policy.**

(a) Although GSA's mission does not include the direct acquisition of weapon systems on behalf of the Department of Defense (DoD), GSA contracting activities may procure information technology supplies, services and systems in support of a weapon system, which is part of a national security system (e.g., components, services to install and maintain weapon systems, ancillary items and services) when responding to a bona-fide requirement received from a requiring agency or program office.

(b) Contracting Officers shall ensure that all requiring agency regulations and the policies and directives of The Committee on National Security Systems at [www.cnss.gov](http://www.cnss.gov) are incorporated during the acquisition planning stage and are met before acquiring information technology supplies, services and systems in support of a weapon system as part of a national security system.

(c) Employees responsible for or procuring information technology supplies, services and systems in support of a weapon system shall possess the appropriate security clearance associated with the level of security classification related to the acquisition. They include, but are not limited to contracting officers, contract specialists, project/program managers, and contracting officer representatives.

**CHANGE 50 JUNE 15, 2011**

**PART 511—DESCRIBING AGENCY NEEDS**

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511.002 Policy.

**Subpart 511.1—Selecting and Developing  
Requirements Documents**

511.102 Security of Information Technology Data

511.104 Use of brand name or equal purchase  
descriptions.

**Subpart 511.2—Using and Maintaining  
Requirements Documents**

511.204 Solicitation provisions and contract clauses.

**Subpart 511.4—Delivery or Performance  
Schedules**

511.401 General.

511.404 Contract clauses.

**Subpart 511.6—Priorities and Allocations**

511.600 Scope of subpart.

511.601 [Reserved]

511.602 General.

511.603 Procedures.

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## PART 511—DESCRIBING AGENCY NEEDS

**511.002 Policy.**

FAR 11.002(b) and GSA Order ADM 8000.1C, GSA Metric Program, establish policy for using the metric system in procurements.

**Subpart 511.1—Selecting and Developing Requirements Documents****511.102 Security of Information Technology Data**

For actions that pertain to information systems or contractor managed government data, use the guidance identified under GSA's office of the Senior Agency Information Security Officer publication CIO IT Security Procedural Guide 09–48. The guide can be accessed at <http://www.gsa.gov/portal/category/25690>. The contracting officer shall coordinate with program officials or requiring activities to ensure that the solicitation includes the appropriate information security requirements. The information security requirements must be sufficiently detailed to enable contractors to fully understand the information security regulations, mandates, and requirements under the contract or task order.

**511.104 Use of brand name or equal purchase descriptions.**

(a) A brand name or equal purchase description must avoid specifying characteristics that do not materially affect the intended end use and which unnecessarily restrict competition.

(b) When the contracting officer uses a brand name or equal purchase description, best practice is to cite the known acceptable brand name products in current manufacture, rather than only a single brand name product. For example, cite the acceptable brand name products identified during market research.

(c) The contracting officer may require samples for “or equal” offers, but not for “brand name” offers.

(d) The contracting officer shall provide for full consideration and evaluation of “or equal” offers against the salient characteristics specified in the purchase description and shall not reject offers for minor differences in design, construction, or features that do not affect the suitability of the product for its intended use.

**Subpart 511.2—Using and Maintaining Requirements Documents****511.204 Solicitation provisions and contract clauses.**

(a) *Federal specifications.* The contracting officer shall insert the clause at [552.211-72](#), Reference to Specifications in Drawings, in solicitations and contracts citing Federal or agency specifications that contain drawings.

(b) *Supply contracts that exceed the simplified acquisition threshold.* (1) The contracting officer shall include the clause at [552.211-73](#), Marking, in solicitations and contracts for supplies when deliveries may be made to both civilian and military activities and the contract amount is expected to exceed the simplified acquisition threshold.

(2) The contracting officer shall include the clause at [552.211-75](#), Preservation, Packaging, and Packing, in solicitations and contracts for supplies expected to exceed the simplified acquisition threshold. The contracting officer may also include the clause in contracts estimated to be at or below the simplified acquisition threshold when appropriate. The contracting officer shall use Alternate I in solicitations and contracts for—

(i) Federal Supply Schedule 70 and the Consolidated Products and Services Schedule containing information technology Special Item Numbers; or

(ii) Federal Supply Schedules for recovery purchasing (see [538.7102](#)).

(3) The contracting officer shall insert a clause substantially the same as the clause at [552.211-76](#), Charges for Packaging, Packing, and Marking, in solicitations and contracts for supplies to be delivered to GSA distribution centers.

(4) The contracting officer shall include the clause [552.211-85](#), Consistent Pack and Package Requirements, in solicitations and contracts for supplies when deliveries may be made to both civilian and military activities and the contract amount is expected to exceed the simplified acquisition threshold.

(5) The contracting officer shall include the clause [552.211-86](#), Maximum Weight Per Shipping Container, in solicitations and contracts for supplies when deliveries may be made to both civilian and military activities and the contract amount is expected to exceed the simplified acquisition threshold.

(6) The contracting officer shall include the clause [552.211-87](#), Export Packing, in solicitations and contracts for

supplies when deliveries may be made to both civilian and military activities and the contract amount is expected to exceed the simplified acquisition threshold.

(7) The contracting officer shall include the clause [552.211-88](#), Vehicle Export Preparation, in solicitations and contracts for supplies when deliveries may be made to both civilian and military activities and the contract amount is expected to exceed the simplified acquisition threshold.

(8) The contracting officer shall include the clause at [552.211-89](#), Non-Manufactured Wood Packaging Material for Export, in solicitations and contracts for supplies when deliveries may be made to both civilian and military activities overseas and the contract amount is expected to exceed the simplified acquisition threshold.

(9) The contracting officer shall include the clause [552.211-90](#), Small Parts, in solicitations and contracts for supplies when deliveries may be made to both civilian and military activities and the contract amount is expected to exceed the simplified acquisition threshold.

(10) The contracting officer shall include the clause [552.211-91](#), Vehicle Decals, Stickers, and Data Plates, in solicitations and contracts for supplies when deliveries may be made to both civilian and military activities and the contract amount is expected to exceed the simplified acquisition threshold.

(11) The contracting officer shall include the clause [552.211-92](#), Radio Frequency Identification (RFID) using Passive Tags, in solicitations and contracts for supplies when deliveries may be made to military activities and the contract amount is expected to exceed the simplified acquisition threshold.

(12) The contracting officer shall include the clause [552.211-93](#), Unique Item Identification (UID), in solicitations and contracts for supplies when deliveries may be made to military activities and a single item exceeds \$5,000.00 in cost.

(c) *Supply contracts.* The contracting officer shall include the clause at [552.211-77](#), Packing List, in solicitations and contracts for supplies, including purchases over the micropurchase threshold. Use Alternate I in solicitations and contracts for—

(1) FSS Schedule 70 and the Consolidated Products and Services Schedule containing information technology Special Item Numbers; or

(2) Federal Supply Schedules for recovery purchasing (see [538.7102](#)).

## Subpart 511.4—Delivery or Performance Schedules

### 511.401 General.

(a) *Other than multiple award schedules.* Preferred practice is to state time of delivery in solicitations and contracts as “required” time of delivery or shipment, expressed in specific periods from receipt by the contractor of a notice of award or an order.

(b) *Multiple award schedules.* (1) In multiple award schedule solicitations, preferred practice is to state delivery times as “desired.” Require offerors to indicate a definite number of days for delivery.

(2) In negotiations, the contracting officer should secure the best possible delivery time regardless of the “desired” delivery time(s) in the solicitation. For example, some offers comply with the Government’s desired delivery time, but others cite substantially shorter delivery times. In such cases, the contracting officer should negotiate with the former offerors to bring their offers in line with the latter. Contracting officers should negotiate variable delivery time offers (e.g., 30-90 days) to keep the timespan to a minimum. If the span applies to several items or several quantity breaks for one item, the contracting officer may segregate the items or item quantity breaks into smaller groups and assign more specific delivery times.

(c) *Unusually short delivery times.* A requisitioning office that requests an unusually short delivery time must provide satisfactory written justification. A sound justification is particularly important where the time specified is so short that it may limit competition and possibly result in higher prices. Examples of justifications include:

(1) Furniture is required to outfit quarters scheduled for occupancy on a specific date.

(2) Construction material is required to meet job progress schedules.

(3) Supplies are required at a port to meet scheduled ship departures.

(d) *Early delivery.* When the requisitioning office needs a portion of the total delivery early, the contracting officer should consider whether to—

(1) Require that portion by the early date and the balance later;

(2) Include the portion required early and the balance as separate items in the same solicitation; or

(3) Procure the two portions separately.

(e) *Multiple delivery time requirements.* If a solicitation contains a mix of items that require different delivery times, the contracting officer must specify the delivery periods separately. When practical, the contracting officer can group items with similar delivery time requirements according to delivery times in the solicitation.

**AMENDMENT 2011-02 JUNE 15, 2011**

**PART 539—ACQUISITION OF INFORMATION TECHNOLOGY**

*Sec.*

**|** 539.001

Applicability.

**Subpart 539.70—Additional Requirements for  
Purchases Not in Support of National Security  
Systems**

539.7000	Scope of subpart.
539.7001	Policy.
539.7002	Solicitation provisions and contract clauses.

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**PART 539—ACQUISITION OF INFORMATION TECHNOLOGY****539.001 Applicability.**

In accordance with FAR 39.001, this part does not apply to acquisitions of information technology supplies, services and systems in support of national security systems, but see GSAM [Subpart 507.70](#), Additional Requirements for Purchases in Support of National Security Systems involving Weapons Systems.

**Subpart 539.70—Additional Requirements  
for Purchases Not in Support of National  
Security Systems**

**539.7000 Scope of subpart.**

This subpart prescribes acquisition policies and procedures for use in acquiring information technology supplies, services and systems not in support of national security systems, as defined by FAR part 39.

**539.7001 Policy.**

(a) GSA must provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source. Section 3544(a)(1)(A)(ii) of the Federal Information Security Management Act (FISMA) describes Federal agency security responsibilities as including “information systems used or operated by an agency or by a contractor of an agency or other organization on behalf of an agency.”

(b) Employees responsible for or procuring information technology supplies, services and systems shall possess the appropriate security clearance associated with the level of security classification related to the acquisition. They include, but are not limited to contracting officers, contract specialists, project/program managers, and contracting officer representatives.

(c) Contracting activities shall coordinate with requiring activities and program officials to ensure that the solicitation documents include the appropriate information security requirements. The information security requirements must be sufficiently detailed to enable service providers to fully understand the information security regulations, mandates, and requirements that they will be subject to under the contract or task order.

(d) GSA’s Office of the Senior Agency Information Security Officer issued CIO IT Security Procedural Guide 09-48, “Security Language for Information Technology Acquisitions Efforts,” to provide IT security standards, policies and reporting requirements that shall be inserted in all solicitations and contracts or task orders where an information system is contractor owned and operated on behalf of the Federal Government. The guide can be accessed at <http://www.gsa.gov/portal/category/25690>.

**539.7002 Solicitation provisions and contract clauses.**

(a) The contracting officer shall insert the provision at [552.239-70](#), Information Technology Security Plan and Security Authorization, in solicitations that include information technology supplies, services or systems in which the contractor will have physical or electronic access to government information that directly supports the mission of GSA.

(b) The contracting officer shall insert the clause at [552.239-71](#), Security Requirements for Unclassified Information Technology Resources, in solicitations and contracts containing the provision at [552.239-70](#). The provision and clause shall not be inserted in solicitations and contracts for personal services with individuals.

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## AMENDMENT 2010–03 AUGUST 16, 2010

### PART 552—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

*Sec.*

552.000	Scope of part.	552.211-92	Radio Frequency Identification (RFID) Using Passive Tags.
<b>Subpart 552.1—Instructions for Using Provisions and Clauses</b>		552.211-93	Unique Item Identification (UID).
552.101-70	Using Part 552.	552.211-94	Time of Delivery.
552.102	Incorporating provisions and clauses.	552.212-4	Contract Terms and Conditions—Commercial Items.
552.103	Identification of provisions and clauses.	552.212-70	[Reserved]
552.104	Procedures for modifying and completing provisions and clauses.	552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items.
552.105	Procedures for using alternates.	552.212-72	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items.
552.107-70	Provisions and clauses prescribed in Subpart 552.1.	552.212-73	[Reserved]
<b>Subpart 552.2—Text of Provisions and Clauses</b>		552.214-70	“All or None” Bids.
552.200	Scope of subpart.	552.214-71	Progressive Awards and Monthly Quantity Allocations.
552.203-5	[Reserved]	552.214-72	Bid Sample Requirements.
552.203-70	[Reserved]	552.215-70	Examination of Records by GSA.
552.203-71	Restriction on Advertising.	552.215-71	Examination of Records by GSA (Multiple Award Schedule).
552.211-8	[Reserved]	552.215-72	Price Adjustment—Failure to Provide Accurate Information.
552.211-70	[Reserved]	552.216-70	Economic Price Adjustment—FSS Multiple Award Schedule Contracts.
552.211-71	[Reserved]	552.216-71	Economic Price Adjustment—Special Order Program Contracts.
552.211-72	Reference to Specifications in Drawings.	552.216-72	Placement of Orders.
552.211-73	Marking.	552.216-73	Ordering Information.
552.211-74	[Reserved]	552.216-74	Task-Order and Delivery-Order Ombudsman.
552.211-75	Preservation, Packaging and Packing.	552.217-70	Evaluation of Options.
552.211-76	Charges for Packaging , Packing, and Marking.	552.217-71	Notice Regarding Option(s).
552.211-77	Packing List.	552.219-70	Allocation of Orders—Partially Set-aside Items.
552.211-78	[Reserved]	552.219-71	Notice to Offerors of Subcontracting Plan Requirements.
552.211-79	Acceptable Age of Supplies.	552.219-72	Preparation, Submission, and Negotiation of Subcontracting Plans.
552.211-80	Age on Delivery.	552.219-73	Goals for Subcontracting Plan.
552.211-81	Time of Shipment.	552.219-74	Section 8(a) Direct Award.
552.211-82	[Reserved]	552.219-75	GSA Mentor-Protégé Program.
552.211-83	Availability for Inspection, Testing, and Shipment/Delivery.	552.219-76	Mentor Requirements and Evaluation.
552.211-84	[Reserved]	552.223-70	Hazardous Substances.
552.211-85	Consistent Pack and Package Requirements.	552.223-71	Nonconforming Hazardous Materials.
552.211-86	Maximum Weight per Shipping Container.	552.223-72	Hazardous Material Information.
552.211-87	Export Packing.	552.227-70	Government Rights (Unlimited).
552.211-88	Vehicle Export Preparation.	552.227-71	Drawings and Other Data to Become Property of Government.
552.211-89	Non-Manufactured Wood Packaging Material for Export.		
552.211-90	Small Parts.		
552.211-91	Vehicle Decals, Stickers, and Data Plates.		

# AMENDMENT 2011-02 JUNE 15, 2011

## GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL

<p>552.228-5 Government as Additional Insured.  552.229-70 Federal, State, and Local Taxes.  552.229-71 Federal Excise Tax—DC Government.  552.232-1 Payments.  552.232-23 Assignment of Claims.  552.232-25 Prompt Payment.  552.232-70 [Reserved]  552.232-71 [Reserved]  552.232-72 Final Payment Under Building Services Contracts.  552.232-73 [Reserved]  552.232-74 [Reserved]  552.232-75 [Reserved]  552.232-76 [Reserved]  552.232-77 Payment By Government Charge Card.  552.236-70 Definitions.  552.236-71 Authorities and Limitations.  552.236-72 Specialist.  552.236-73 Basis of Award—Construction Contract.  552.236-74 Working hours.  552.236-75 Use of Premises.  552.236-76 Measurements.  552.236-77 Specifications and Drawings.  552.236-78 Shop Drawings, Coordination Drawings, and Schedules.  552.236-79 Samples.  552.236-80 Heat.  552.236-81 Use of Equipment by the Government.  552.236-82 Subcontracts.  552.236-83 Requirement for a Project Labor Agreement.  552.237-70 Qualifications of Offerors.  552.237-71 Qualifications of Employees.  552.237-72 Prohibition Regarding “Quasi-Military Armed Forces.”  552.237-73 Restriction on Disclosure of Information.  552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.  552.238-71 Submission and Distribution of Authorized FSS Schedule Pricelists.  552.238-72 Identification of Products that have Environmental Attributes.  552.238-73 Cancellation.  552.238-74 Industrial Funding Fee and Sales Reporting.  552.238-75 Price Reductions.  552.238-76 Definition (Federal Supply Schedules)—Recovery Purchasing.  552.238-77 Definition (Federal Supply Schedules).  552.238-78 Scope of Contract (Eligible Ordering Activities).</p>	<p>552.238-79  552.238-80  552.239  552.239-70  552.239-71  552.240  552.241-70  552.241-71  552.242-70  552.243-71  552.246-70  552.246-71  552.246-72  552.246-77  552.246-78  552.252-5  552.252-6  552.270-1  552.270-2  552.270-3  552.270-4  552.270-5  552.270-6  552.270-7  552.270-8  552.270-9  552.270-10  552.270-11  552.270-12  552.270-13  552.270-14  552.270-15  552.270-16  552.270-17  552.270-18  552.270-19  552.270-20  552.270-21  552.270-22  552.270-23  552.270-24  552.270-25  552.270-26  552.270-27  552.270-28</p>	<p>Use of Federal Supply Schedule Contracts by Certain Entities—Cooperative Purchasing.  Use of Federal Supply Schedule Contracts by Certain Entities—Recovery Purchasing.  [Reserved]  Information Technology Security Plan and Security Authorization.  Security Requirements for Unclassified Information Technology Resources.  [Reserved]  Availability of Funds for the Next Fiscal Year or Quarter.  Disputes (Utility Contracts).  Status Report of Orders and Shipments.  Equitable Adjustments.  Source Inspection by Quality Approved Manufacturer.  Source Inspection by Government.  Final Inspection and Tests.  Additional Contract Warranty Provisions for Supplies of a Noncomplex Nature.  Inspection at Destination.  Authorized Deviations in Provisions.  Authorized Deviations in Clauses.  Instructions to Offerors—Acquisition of Leasehold Interests in Real Property.  Historic Preference.  Parties to Execute Lease.  Definitions.  Subletting and Assignment.  Maintenance of Building and Premises—Right of Entry.  Fire and Casualty Damage.  Compliance with Applicable Law.  Inspection—Right of Entry.  Failure in Performance.  Successors Bound.  Alterations.  Proposals for Adjustment.  Changes.  Liquidated Damages.  Adjustment for Vacant Premises.  Delivery and Condition.  Default in Delivery—Time Extensions.  Progressive Occupancy.  Payment.  Effect of Acceptance and Occupancy.  Default by Lessor During the Term.  Subordination, Nondisturbance and Attornment.  Statement of Lease.  Substitution of Tenant Agency.  No Waiver.  Integrated Agreement.  Mutuality of Obligation.</p>
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into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., Federal Acquisition Regulation 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B).

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(7) The state or local government ordering activity will be responsible for purchasing products or services to be used to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*) or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at [552.238-78](#),

Scope of Contract (Eligible Ordering Activities)—Alternate I, the Contractor agrees to the following conditions—

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause [552.238-74](#), Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number—

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at [552.238-78](#), Scope of Contract (Eligible Ordering Activities)—Alternate I; and

(2) The dollar value for sales to entities identified in paragraph (d) of clause [552.238-78](#), Alternate I.

(d) A listing of the Federal Supply Schedule contracts for the products and services available for disaster recovery purchasing is accessible in GSA's Schedules e-Library at web site <http://www.gsaelibrary.gsa.gov>. Click on the link, "Disaster Recovery Purchasing, State and Local." The participating Contractors and the products and services available for disaster recovery purchasing will be labeled with the Disaster Recovery Purchasing icon.

(End of clause)

**552.239 [Reserved]**

**552.239-70 Information Technology Security Plan and Security Authorization.**

As prescribed in [539.7002\(a\)](#), insert the following provision:

INFORMATION TECHNOLOGY SECURITY PLAN AND SECURITY AUTHORIZATION (JUN 2011)

All offers/bids submitted in response to this solicitation must address the approach for completing the security plan and certification and security authorization requirements as required by the clause at [552.239-71](#), Security Requirements for Unclassified Information Technology Resources.

(End of provision)

**552.239-71 Security Requirements for Unclassified Information Technology Resources.**

As prescribed in [539.7002\(b\)](#), insert the following clause:

SECURITY REQUIREMENTS FOR UNCLASSIFIED  
INFORMATION TECHNOLOGY RESOURCES (JUN 2011)

(a) General. The Contractor shall be responsible for information technology (IT) security, based on General Services Administration (GSA) risk assessments, for all systems connected to a GSA network or operated by the Contractor for GSA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to GSA's information that directly supports the mission of GSA, as indicated by GSA. The term information technology, as used in this clause, means any equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, control, display, switching, interchange, transmission, or reception of data or information. This includes major applications as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

- (1) Hosting of GSA e-Government sites or other IT operations;
- (2) Acquisition, transmission, or analysis of data owned by GSA with significant replacement cost should the Contractors copy be corrupted;
- (3) Access to GSA major applications at a level beyond that granted the general public; *e.g.*, bypassing a firewall; and
- (4) Any new information technology systems acquired for operations within the GSA must comply with the requirements of HSPD-12 and OMB M-11-11. Usage of the credentials must be implemented in accordance with OMB policy and NIST guidelines (*e.g.*, NIST SP 800-116). The system must operate within the GSA's access management environment. Exceptions must be requested in writing and can only be granted by the GSA Senior Agency Information Security Officer.

(b) *IT Security Plan*. The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractors IT Security Plan shall comply with applicable Federal laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002, and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and GSA policies and procedures. GSA's Office of the Chief Information Officer issued "CIO IT Security Procedural Guide 09-48, Security Language for Information Technology Acquisitions Efforts," to provide IT security

standards, policies and reporting requirements. This document is incorporated by reference in all solicitations and contracts or task orders where an information system is contractor owned and operated on behalf of the Federal Government. The guide can be accessed at <http://www.gsa.gov/portal/category/25690>. Specific security requirements not specified in "CIO IT Security Procedural Guide 09-48, Security Language for Information Technology Acquisitions Efforts" shall be provided by the requiring activity.

(c) *Submission of IT Security Plan*. Within 30 calendar days after contract award, the Contractor shall submit the IT Security Plan to the Contracting Officer and Contracting Officers Representative (COR) for acceptance. This plan shall be consistent with and further detail the approach contained in the contractors proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer and COR, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.

(d) *Submission of a Continuous Monitoring Plan*. The Contractor must develop a continuous monitoring strategy that includes:

- (1) A configuration management process for the information system and its constituent components;
- (2) A determination of the security impact of changes to the information system and environment of operation;
- (3) Ongoing security control assessments in accordance with the organizational continuous monitoring strategy;
- (4) Reporting the security state of the information system to appropriate GSA officials; and
- (5) All GSA general support systems and applications must implement continuous monitoring activities in accordance with this guide and NIST SP 800-37 Revision 1, *Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach*.

(e) *Security authorization*. Within six (6) months after contract award, the Contractor shall submit written proof of IT security authorization for acceptance by the Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. The security authorization must be in accordance with NIST Special Publication 800-37. This security authorization will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This security authorization, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The Contractor shall comply with the accepted security authorization documentation.

# AMENDMENT 2011-02 JUNE 15, 2011

(f) *Annual verification.* On an annual basis, the Contractor shall submit verification to the Contracting Officer that the IT Security plan remains valid.

(g) *Warning notices.* The Contractor shall ensure that the following banners are displayed on all GSA systems (both public and private) operated by the Contractor prior to allowing anyone access to the system:

Government Warning

**\*\*WARNING\*\*WARNING\*\*WARNING\*\***

Unauthorized access is a violation of U.S. law and General Services Administration policy, and may result in criminal or administrative penalties. Users shall not access other users or system files without proper authority. Absence of access controls IS NOT authorization for access! GSA information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorized Department officials. Use of this system constitutes consent to such monitoring.

**\*\*WARNING\*\*WARNING\*\*WARNING\*\***

(h) *Privacy Act notification.* The Contractor shall ensure that the following banner is displayed on all GSA systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Pub. L. 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

(i) *Privileged or limited privileges access.* Contractor personnel requiring privileged access or limited privileges access to systems operated by the Contractor for GSA or interconnected to a GSA network shall adhere to the specific contract security requirements contained within this contract and/or the Contract Security Classification Specification (DD Form 254).

(j) *Training.* The Contractor shall ensure that its employees performing under this contract receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on the rules of behavior.

(k) *Government access.* The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, IT systems and devices, and personnel used in performance of the contract, regardless of the location. Access shall be pro-

vided to the extent required, in the Government's judgment, to conduct an IT inspection, investigation or audit, including vulnerability testing to safeguard against threats and hazards to the integrity, availability and confidentiality of GSA data or to the function of information technology systems operated on behalf of GSA, and to preserve evidence of computer crime. This information shall be available to GSA upon request.

(l) *Subcontracts.* The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(m) *Notification regarding employees.* The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment when that employee has access to GSA information systems or data. If an employee's employment is terminated, for any reason, access to GSA's information systems or data shall be immediately disabled and the credentials used to access the information systems or data shall be immediately confiscated.

(n) *Termination.* Failure on the part of the Contractor to comply with the terms of this clause may result in termination of this contract.

(End of clause)

**552.240 [Reserved]**

**552.241 [Reserved]**

**552.241-70 Availability of Funds for the Next Fiscal Year or Quarter.**

As prescribed in [541.501](#), insert the clause [552.241-70](#), Availability of Funds for the Next Fiscal Year or Quarter, instead of FAR 52.232-19, in all utility acquisitions.

AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR OR QUARTER (SEP 2010)

Funds are not presently available for performance under this contract beyond \_\_\_\_\_. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond \_\_\_\_\_, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**552.241-71 Disputes (Utility Contracts).**

As prescribed in [541.501](#), insert clause [552.241-71](#), Disputes (Utility Contracts), in solicitations and contracts for

utility services subject to the jurisdiction and regulation of a utility rate commission.

DISPUTES (UTILITY CONTRACTS) (SEP 2010)

The requirements of the Disputes clause at FAR 52.233-1 are supplemented to provide that matters involving the interpretation of tariffed retail rates, tariff rate schedules, and tariffed terms provided under this contract are subject to the jurisdiction and regulation of the utility rate commission having jurisdiction.

(End of clause)

**552.242-70 Status Report of Orders and Shipments.**

As prescribed in [542.1107](#), insert the following clause:

STATUS REPORT OF ORDERS AND SHIPMENTS (FEB 2009)

(a) The Contractor shall furnish to the Administrative Contracting Officer (ACO) a report covering orders received and shipments made during each calendar month of contract performance. The information required by the Government shall be reported on GSA Form 1678, Status Report of Orders and Shipments, in accordance with instructions on the form. The information required by the GSA Form 1678 may also be submitted in an automated printout form if authorized by the ACO. Alternatively, the required information may be reported by electronic data interchange using ANSI standards. For further information, contact GSA, Contract Administration Division [*Insert appropriate telephone number of QVOC*]. Reports shall be forwarded to the ACO no later than the seventh workday of the succeeding month.

(b) A copy of GSA Form 1678 will be forwarded to the Contractor with the contract. Additional copies of the form, if needed, may be reproduced by the Contractor.

(End of clause)

**552.243-71 Equitable Adjustments.**

As prescribed in [543.205](#), insert the following clause:

EQUITABLE ADJUSTMENTS (JAN 2009)

(a) This clause governs the determination of equitable adjustments to which the Contractor may be entitled under the “Changes” clause prescribed by FAR 52.243-4, the “Differing Site Conditions” clause prescribed by FAR 52.236-2, and any other provision of this contract allowing entitlement to an equitable adjustment. This clause does not govern determination of the Contractor’s relief allowable under the “Suspension of Work” clause prescribed by FAR 52.242-14.

(b) At the written request of the Contracting Officer, the Contractor shall submit a proposal, in accordance with the requirements set forth herein, for an equitable adjustment to the contract for changes or other conditions that may entitle a

Contractor to an equitable adjustment. If the Contractor deems an oral or written order to be a change to the contract, it shall promptly submit to the Contracting Officer a proposal for equitable adjustment attributable to such deemed change. The proposal shall also conform to the requirements set forth herein.

(c) The proposal shall be submitted within the time specified in the “Changes” clause, or such other time as may reasonably be required by the Contracting Officer. In the case of a proposal submitted based on the “Differing Site Conditions” clause, the notice requirement of that clause shall be met.

(d) Proposals for equitable adjustments, including no cost requests for adjustment of the contract’s required completion date, shall include a detailed breakdown of the following elements, as applicable:

(1) Direct Costs.

(2) Markups.

(3) Change to the time for completion specified in the contract.

(e) *Direct Costs*. The Contractor shall separately identify each item of deleted and added work associated with the change or other condition giving rise to entitlement to an equitable adjustment, including increases or decreases to unchanged work impacted by the change. For each item of work so identified, the Contractor shall propose for itself and, if applicable, its first two tiers of subcontractors, the following direct costs:

(1) Material cost broken down by trade, supplier, material description, quantity of material units, and unit cost (including all manufacturing burden associated with material fabrication and cost of delivery to site, unless separately itemized);

(2) Labor cost broken down by trade, employer, occupation, quantity of labor hours, and burdened hourly labor rate, together with itemization of applied labor burdens (exclusive of employer’s overhead, profit, and any labor cost burdens carried in employer’s overhead rate);

(3) Cost of equipment required to perform the work, identified with material to be placed or operation to be performed;

(4) Cost of preparation and/or revision to shop drawings and other submittals with detail set forth in paragraphs [\(e\)\(1\)](#) and [\(e\)\(2\)](#) of this clause;

(5) Delivery costs, if not included in material unit costs;

(6) Time-related costs not separately identified as direct costs, and not included in the Contractor’s or subcontractors’ overhead rates, as specified in paragraph [\(g\)](#) of this clause; and

(7) Other direct costs.



(f) Marked-up costs of subcontractors below the second tier may be treated as other direct costs of a second tier subcontractor, unless the Contracting Officer requires a detailed breakdown under paragraph (i) of this clause.

(g) Extensions of Time and Time-related Costs. The Contractor shall propose a daily rate for each firm's time-related costs during the affected period, and, for each firm, the increase or decrease in the number of work days of performance attributable to the change or other condition giving rise to entitlement to an equitable adjustment, with supporting analysis. Entitlement to time and time-related costs shall be determined as follows:

(1) Increases or decreases to a firm's time-related costs shall be allowed only if such increase or decrease necessarily and exclusively results from the change or other condition giving rise to entitlement to an equitable adjustment.

(2) The Contractor shall not be entitled to an extension of time or recovery of its own time-related costs except to the extent that such change or other condition necessarily and exclusively causes its duration of performance to extend beyond the completion date specified in the contract.

(3) Costs may be characterized as time-related costs only if they are incurred solely to support performance of this contract and the increase or decrease in such costs is solely dependent upon the duration of a firm's performance of work.

(4) Costs may not be characterized as time-related costs if they are included in the calculation of a firm's overhead rate.

(5) Equitable adjustment of time and time-related costs shall not be allowed unless the analysis supporting the proposal complies with provisions specified elsewhere in this contract regarding the Contractor's project schedule.

(h) *Markups*. For each firm whose direct costs are separately identified in the proposal, the Contractor shall propose an overhead rate, profit rate, and where applicable, a bond rate and insurance rate. Markups shall be determined and applied as follows:

(1) Overhead rates shall be negotiated, and may be subject to audit and adjustment.

(2) Profit rates shall be negotiated, but shall not exceed ten percent, unless entitlement to a higher rate of profit may be demonstrated.

(3) The Contractor and its subcontractor[s] shall not be allowed overhead or profit on the overhead or profit received by a subcontractor, except to the extent that the subcontractor's costs are properly included in other direct costs as specified in paragraph (f) of this clause.

(4) Overhead rates shall be applied to the direct costs of work performed by a firm, and shall not be allowed on the direct costs of work performed by a subcontractor to that firm

at any tier except as set forth below in paragraphs (h)(6) and (h)(7) of this clause.

(5) Profit rates shall be applied to the sum of a firm's direct costs and the overhead allowed on the direct costs of work performed by that firm.

(6) Overhead and profit shall be allowed on the direct costs of work performed by a subcontractor within two tiers of a firm at rates equal to only fifty percent of the overhead and profit rates negotiated pursuant to paragraphs (h)(1) and (h)(2) of this clause for that firm, but not in excess of ten percent when combined.

(7) Overhead and profit shall not be allowed on the direct costs of a subcontractor more than two tiers below the firm claiming overhead and profit for subcontractor direct costs.

(8) If changes to a Contractor's or subcontractor's bond or insurance premiums are computed as a percentage of the gross change in contract value, markups for bond and insurance shall be applied after all overhead and profit is applied. Bond and insurance rates shall not be applied if the associated costs are included in the calculation of a firm's overhead rate.

(9) No markup shall be applied to a firm's costs other than those specified herein.

(i) At the request of the Contracting Officer, the Contractor shall provide such other information as may be reasonably necessary to allow evaluation of the proposal. If the proposal includes significant costs incurred by a subcontractor below the second tier, the Contracting Officer may require the same detail for those costs as required for the first two tiers of subcontractors, and markups shall be applied to these subcontractor costs in accordance with paragraph (h).

(j) *Proposal Preparation Costs*. If performed by the firm claiming them, proposal preparations costs shall be included in the labor hours proposed as direct costs. If performed by an outside consultant or law firm, proposal preparation costs shall be treated as other direct costs to the firm incurring them. Requests for proposal preparation costs shall include the following:

(1) A copy of the contract or other documentation identifying the consultant or firm, the scope of the services performed, the manner in which the consultant or firm was to be compensated, and if compensation was paid on an hourly basis, the fully burdened and marked-up hourly rates for the services provided.

(2) If compensation was paid on an hourly basis, documentation of the quantity of hours worked, including descriptions of the activities for which the hours were billed, and applicable rates.

(3) Written proof of payment of the costs requested. The sufficiency of the proof shall be determined by the Contracting Officer.

(k) Proposal preparation costs shall be allowed only if—

(1) The nature and complexity of the change or other condition giving rise to entitlement to an equitable adjustment warrants estimating, scheduling, or other effort not reasonably foreseeable at the time of contract award;

(2) Proposed costs are not included in a firm's time-related costs or overhead rate; and

(3) Proposed costs were incurred prior to a Contracting Officer's unilateral determination of an equitable adjustment under the conditions set forth in paragraph (o), or were incurred prior to the time the request for equitable adjustment otherwise became a matter in dispute.

(l) Proposed direct costs, markups, and proposal preparation costs shall be allowable in the determination of an equitable adjustment only if they are reasonable and otherwise consistent with the contract cost principles and procedures set forth in Part 31 of the Federal Acquisition Regulation (48 CFR part 31) in effect on the date of this contract. Characterization of costs as direct costs, time-related costs, or overhead costs must be consistent with the requesting firm's accounting practices on other work under this contract and other contracts.

(m) If the Contracting Officer determines that it is in the Government's interest that the Contractor proceed with a change before negotiation of an equitable adjustment is completed, the Contracting Officer may order the Contractor to proceed on the basis of a unilateral modification to the contract increasing or decreasing the contract price by an amount to be determined later. Such increase or decrease shall not exceed the increase or decrease proposed by the Contractor.

(n) If the parties cannot agree to an equitable adjustment, the Contracting Officer may determine the equitable adjustment unilaterally.

(o) The Contractor shall not be entitled to any proposal preparation costs incurred subsequent to the date of a unilateral determination or denial of the request if the Contracting Officer issues a unilateral determination or denial under any of the following circumstances:

(1) The Contractor fails to submit a proposal within the time required by this contract or such time as may reasonably be required by the Contracting Officer.

(2) The Contractor fails to submit additional information requested by the Contracting Officer within the time reasonably required.

(3) Agreement to an equitable adjustment cannot be reached within 60 days of submission of the Contractor's proposal or receipt of additional requested information, despite the Contracting Officer's diligent efforts to negotiate the equitable adjustment.

(End of clause)

#### **552.246-70 Source Inspection by Quality Approved Manufacturer.**

As prescribed in [546.302-70](#), insert the following clause:

#### **SOURCE INSPECTION BY QUALITY APPROVED MANUFACTURER (JULY 2009)**

(a) *Inspection system and inspection facilities.* (1) The inspection system maintained by the Contractor under the Inspection of Supplies—Fixed Price clause (FAR 52.246-2) of this contract shall be maintained throughout the contract period. Unless otherwise authorized in writing by the Contracting Officer, the Contractor shall comply with all requirements of editions in effect on the date of the solicitation of either Federal Standard 368 or the International Organization for Standardization (ISO) Standard 9001:2000 (Quality Management Systems—Requirements). A documented description of the inspection system shall be made available to the Government before contract award. At the sole discretion of the Contracting Officer, he/she may authorize in writing exceptions to the quality assurance standards identified above. The Contractor shall immediately notify the Administrative Contracting Officer (ACO) of any changes made in the inspection system during the contract period. As used herein, the term "inspection system" means the Contractor's own facility or any other facility acceptable to the Government that will be used to perform inspections or tests of materials and components before incorporation into end articles and for inspection of such end articles before shipment. When the manufacturing plant is located outside of the United States, the Contractor shall arrange delivery of the items from a plant or warehouse located in the United States (including Puerto Rico and the U.S. Virgin Islands) equipped to perform all inspections and tests required by the contract or specifications to evidence conformance therewith, or shall arrange with a testing laboratory or other facility in the United States, acceptable to the Government, to perform the required inspections and tests.

(2) In addition to the requirements in Federal Standard 368, ISO 9001:2000 or as otherwise approved by the Government, records shall include the date inspection and testing were performed. These records shall be available for (i) 3 years after final payment; or (ii) 4 years from the end of the Contractor's fiscal year in which the record was created, whichever period expires first.

(3) Offerors are required to specify, in the space provided elsewhere in this solicitation, the name and address of each manufacturing plant or other facility where supplies will be available for inspection, indicating the item number(s) to which each applies.

(4) The Contractor shall provide the Administrative Contracting Officer ACO with the name(s) of the individual and an alternate responsible for the inspection system. In the event that the designated individual(s) becomes unavailable

to oversee the inspection system, the Contractor, within 10 calendar days of such event, shall provide the ACO with the names of the replacement individual(s).

(b) *Inspection by the Contractor.* The Contractor is required to demonstrate that the supplies in the shipment have been subject to and have passed all inspections and tests required by the contract and meet the requirements of the contract.

(c) *Inspection by Government personnel.* (1) Although the Government will normally rely upon the Contractor’s representation as to the quality of supplies shipped, it reserves the right under the Inspection of Supplies—Fixed Price clause to inspect and test all supplies called for by this contract, before acceptance, at all times and places, including the point of manufacture. When the Government notifies the Contractor of its intent to inspect supplies before shipment, the Contractor shall notify or arrange for subcontractors to notify the designated GSA quality assurance office 7 workdays before the date when supplies will be ready for inspection. Shipment shall not be made until inspection by the Government is completed and shipment is authorized by the Government.

(2) The offeror shall indicate, in the spaces provided below, the location(s) at which the supplies will be inspected or made available for inspection.

INSPECTION POINT

ITEM NO(S)	NAME OF MANUFACTURER	NAME, ADDRESS (Including County), and	TELEPHONE NUMBER
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*NOTE: If additional space is needed, the offeror may furnish the requested information by an attachment to the offer.*

(3) During the contract period, a Government representative may periodically select samples of supplies produced under this contract for Government verification, inspection, and testing. Samples selected for testing will be disposed of as follows: Samples from an accepted lot, not damaged in the testing process, will be returned promptly to the Contractor after completion of tests. Samples damaged in the testing process will be disposed of as requested by the Contractor. Samples from a rejected lot will be returned to the Contractor or disposed of in a time and manner agreeable to both the Contractor and the Government.

(d) *Quality deficiencies.* (1) Notwithstanding any other clause of this contract concerning the conclusiveness of acceptance by the Government, any supplies or production lots shipped under this contract found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this contract within a period of \_\_\_\_\_\* months after acceptance shall, at the Government’s

option, be replaced, repaired, or otherwise corrected by the Contractor at no cost to the Government within 30 calendar days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice to replace or correct. The Contractor shall remove, at its own expense, supplies rejected or required to be replaced, repaired, or corrected. When the nature of the defect affects an entire batch or lot of supplies, and the Contracting Officer determines that correction can best be accomplished by retaining the nonconforming supplies, and reducing the contract price by an equitable amount under the circumstances, then the equitable price adjustment shall apply to the entire batch or lot of supplies from which the nonconforming item was taken.

(2) The Contractor may be issued a Quality Deficiency Notice (QDN) if:

(i) Supplies in process, shipped, or awaiting shipment to fill Government orders are found not to comply with contract requirements, or

(ii) deficiencies in either plant quality or process controls are found. Upon receipt of a QDN, the Contractor shall take immediate corrective action and shall suspend shipment of the supplies covered by the QDN until such time as corrective action has been completed. The Contractor shall notify the Government representative, within 5 workdays, of the action plan or the corrective action taken. The Government may elect to verify the corrective action at the Contractor location(s). Shipments of nonconforming supplies will be returned at the Contractor’s expense and may constitute cause for termination of the contract. Delays due to the insurance of a QDN do not constitute excusable delay under the default clause of this contract. Failure to complete corrective action in a timely manner may result in termination of the contract.

(3) This contract may be terminated for default if subsequent Government inspection discloses that plant quality or process controls are not being maintained, supplies that do not meet the requirements of the contract are being shipped, or if the contractor fails to comply with any other requirement of this clause.

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

of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

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

(1) Stored and charged against the Contractor's account;

(2) Reshipped to the Contractor at its expense (any additional expense incurred by the Government or the freight carrier caused by the refusal of the Contractor to accept their return shall also be charged against the Contractor's account);

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

(4) Otherwise disposed of by the Government.

(g) *Subcontracting requirements.* The Contractor shall insert in any subcontracts the inspection or testing provisions set forth in paragraphs (a) through (d) of this clause and the Inspection of Supplies—Fixed Price clause of this contract. The Contractor shall be responsible for compliance by any subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause and the Inspection of Supplies—Fixed Price clause.

*(End of clause)*

\* *Normally insert 12 months as the period during which defective or otherwise nonconforming supplies must be replaced. However, when the supplies being bought have a shelf life of less than 1 year, you should use the shelf-life period, or in the instance where you reasonably expect a longer period to be available, you should use the longer period.*

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

#### **552.246-71 Source Inspection by Government.**

As prescribed in [546.302-71](#), insert the following clause:

SOURCE INSPECTION BY GOVERNMENT (JUNE 2009)

(a) *Inspection by Government personnel.*

(1) Supplies to be furnished under this contract will be inspected at source by the Government before shipment from the manufacturing plant or other facility designated by the Contractor, unless the Contractor is otherwise notified in writing by the Contracting Officer or a designated representative. Notwithstanding the foregoing, the Government may perform any or all tests contained in the contract specifications at a Government facility without prior written notice by the Contracting Officer before release of the supplies for shipment. Samples sent to a Government testing facility will be disposed

of as follows: Samples from an accepted lot, not damaged in the testing process, will be returned promptly to the Contractor after completion of tests. Samples damaged in the testing process will be disposed of as requested by the Contractor. Samples from a rejected lot will be returned to the Contractor or disposed of in a time and manner agreeable to both the Contractor and the Government.

(2) Government inspection responsibility will be assigned to the GSA quality assurance office which has jurisdiction over the State in which the Contractor's or subcontractor's plant or other designated point for inspection is located. The Contractor shall notify or arrange for subcontractors to notify the designated GSA quality assurance office 7 workdays before the date when supplies will be ready for inspection. Shipment shall not be made until after inspection by the Government is completed and shipment is authorized by the Government.

(b) *Inspection and receiving reports.* For each shipment, the Contractor shall be responsible for preparation and distribution of inspection documents as follows: (1) DD Form 250, Material Inspection and Receiving Report, or computer formatted equivalent for deliveries to military agencies; or (2) GSA Form 308, Notice of Inspection for deliveries to GSA or other civilian agencies. When required, the Contractor will be furnished a supply of GSA Form 308 and/or DD Form 250, and complete instructions for their preparation and distribution.

(c) *Inspection facilities.* (1) The inspection system required to be maintained by the Contractor in accordance with FAR 52.246-2, Inspection of Supplies—Fixed Price, may be the Contractor's own facilities or any other facilities acceptable to the Government. These facilities shall be utilized to perform all inspections and tests of materials and components before incorporation into end articles, and for the inspection of such end articles before shipment. The Government reserves the right to evaluate the acceptability and effectiveness of the Contractor's inspection system before award and periodically during the contract period.

(2) Offerors are required to specify, in the spaces provided elsewhere in the solicitation, the name and address of each manufacturing plant or other facility where supplies will be available for inspection, indicating the item number(s) to which each applies.

(3) The Contractor shall deliver the items specified in this contract from a plant or warehouse located within the United States (including Puerto Rico and the the U.S. Virgin Islands) that is equipped to perform all inspections and tests required by this contract or specifications to evidence conformance therewith, or shall arrange with a testing laboratory or other facility in the United States, acceptable to the Government, to perform the required inspections and tests.

(d) *Availability of records.* (1) In addition to any other requirement of this contract, the Contractor shall maintain

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

FINAL INSPECTION AND TESTS (SEP 1999)

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

(End of clause)

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

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

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

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

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

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

(End of clause)

**552.246-78 Inspection at Destination.**

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

## INSPECTION AT DESTINATION (JUNE 2009)

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

(End of clause)

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

(End of clause)

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

As prescribed in [570.602](#), insert the following provision:

INSTRUCTIONS TO OFFERORS—ACQUISITION OF  
LEASEHOLD INTERESTS IN REAL PROPERTY (MAR 1998)

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

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

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

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

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

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

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

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

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

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

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

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

(A) It was sent by registered or certified mail not later than the 5<sup>th</sup> calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup>).

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

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

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

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

(F) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) The unconditional written acceptance of an offer establishes a valid contract.

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

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

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

(iii) A summary of the rationale for award.

(End of provision)

*Alternate I (Mar 1998).* As prescribed in [570.602](#), substitute the following paragraph for paragraph (c)(2)(i) of the basic provision:

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

*Alternate II (Mar 1998).* As prescribed in [570.602](#), substitute the following paragraph for paragraph (e)(4) of the basic provision:

(4) The Government intends to evaluate proposals and award a lease without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.



**552.270-2 Historic Preference.**

As prescribed in [570.602](#), insert the following provision:

HISTORIC PREFERENCE (SEPT 2004)

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

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

(2) Historic properties outside of historic districts.

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

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

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

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

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

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

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

(2) If no suitable historic property within an historic district is offered, or the 10 percent preference does not result

in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within historic districts.

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

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

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

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

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

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

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

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

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

(1) An historic property within an historic district.

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

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

(End of provision)

**552.270-3 Parties to Execute Lease.**

As prescribed in [570.602](#), insert the following provision:

PARTIES TO EXECUTE LEASE (SEP 1999)

(a) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of his power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the lease. If the Lessor is a partnership, the lease shall be signed with the partnership name, followed by the name of the legally authorized partner signing the same, and, if requested by the Government, a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.

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

(End of provision)

**552.270-4 Definitions.**

As prescribed in [570.603](#), insert the following clause:

DEFINITIONS (SEP 1999)

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

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

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

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

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

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

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

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

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

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

(4) fires,

(5) floods,

(6) epidemics,

(7) quarantine restrictions,

(8) strikes,

(9) freight embargoes,

(10) unusually severe weather, or

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

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

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

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

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

(k) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.

(l) "Usable square feet" means the ANSI/BOMA Z65.1-1996 definition for BOMA usable office area, which means "The area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

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

(End of clause)

**552.270-5 Subletting and Assignment.**

As prescribed in [570.603](#), insert the following clause:

SUBLETTING AND ASSIGNMENT (SEP 1999)

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

ment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

(End of clause)

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

As prescribed in [570.603](#), insert the following clause:

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

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

(End of clause)

**552.270-7 Fire and Casualty Damage.**

As prescribed in [570.603](#), insert the following clause:

FIRE AND CASUALTY DAMAGE (SEP 1999)

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

(End of clause)

**552.270-8 Compliance with Applicable Law.**

As prescribed in [570.603](#), insert the following clause:

COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

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

(End of clause)

**552.270-9 Inspection—Right of Entry.**

As prescribed in [570.603](#), insert the following clause:

INSPECTION—RIGHT OF ENTRY (SEP 1999)

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

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

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

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

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

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

or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

(End of clause)

**552.270-10 Failure in Performance.**

As prescribed in [570.603](#), insert the following clause:

FAILURE IN PERFORMANCE (SEP 1999)

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

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

(End of clause)

**552.270-11 Successors Bound.**

As prescribed in [570.603](#), insert the following clause:

SUCCESSORS BOUND (SEP 1999)

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

(End of clause)

**552.270-12 Alterations.**

As prescribed in [570.603](#), insert the following clause:

ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the prop-

erty of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

(End of clause)

**552.270-13 Proposals for Adjustment.**

As prescribed in [570.603](#), insert the following clause:

PROPOSALS FOR ADJUSTMENT (SEP 1999)

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

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

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

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

- (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4); and
- (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

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

(End of clause)

**552.270-14 Changes.**

As prescribed in [570.603](#), insert the following clause:

CHANGES (SEP 1999)

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

- (1) Specifications (including drawings and designs).
- (2) Work or services.
- (3) Facilities or space layout.
- (4) Amount of space, provided the Lessor consents to the change.

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

- (1) A modification of the delivery date.
- (2) An equitable adjustment in the rental rate.
- (3) A lump sum equitable adjustment.
- (4) An equitable adjustment of the annual operating costs per usable square foot specified in this lease.

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

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

(End of clause)

**552.270-15 Liquidated Damages.**

As prescribed in [570.603](#), insert the following clause:

LIQUIDATED DAMAGES (SEP 1999)

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

(End of clause)

**552.270-16 Adjustment for Vacant Premises.**

As prescribed in [570.603](#), insert the following clause:

ADJUSTMENT FOR VACANT PREMISES (SEP 1999)

(a) If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part before the lease term expires, the rental rate will be reduced.

(b) The rental rate will be reduced by that portion of the costs per usable square foot of operating expenses not required to maintain the space. The reduction takes effect 30 calendar days after the Government gives notice to the Lessor, and continues in effect until the Government occupies the premises or the lease expires or is terminated.

(End of clause)

**552.270-17 Delivery and Condition.**

As prescribed in [570.603](#), insert the following clause:

DELIVERY AND CONDITION (SEP 1999)

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

(b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

(End of clause)

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

As prescribed in [570.603](#), insert the following clause:

DEFAULT IN DELIVERY—TIME EXTENSIONS (SEP 1999)

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

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

ble for excess Government rent or adjustments during such excess lease term.

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

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

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

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

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

(End of clause)

#### 552.270-19 Progressive Occupancy.

As prescribed in [570.603](#), insert the following clause:

##### PROGRESSIVE OCCUPANCY (SEP 1999)

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

plete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

(End of clause)

#### 552.270-20 Payment.

As prescribed in [570.603](#), insert the following clause:

##### PAYMENT (SEP 1999)

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

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

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

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

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

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

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

(End of clause)

#### 552.270-21 Effect of Acceptance and Occupancy.

As prescribed in [570.603](#), insert the following clause:

##### EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

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

(End of clause)

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

As prescribed in [570.603](#), insert the following clause:

##### DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

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

(1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of

thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.

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

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

(End of clause)

**552.270-23 Subordination, Nondisturbance and Attornment.**

As prescribed in [570.603](#), insert the following clause:

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT  
(SEP 1999)

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

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

have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

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

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

(End of clause)

**552.270-24 Statement of Lease.**

As prescribed in [570.603](#), insert the following clause:

STATEMENT OF LEASE (SEP 1999)

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

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

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

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

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

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such

facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

(End of clause)

**552.270-25 Substitution of Tenant Agency.**

As prescribed in [570.603](#), insert the following clause:

    SUBSTITUTION OF TENANT AGENCY (SEP 1999)

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

(End of clause)

**552.270-26 No Waiver.**

As prescribed in [570.603](#), insert the following clause:

    NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

(End of clause)

**552.270-27 Integrated Agreement.**

As prescribed in [570.603](#), insert the following clause:

    INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express

or implied, shall be admissible to contradict the provisions of the Lease.

(End of clause)

**552.270-28 Mutuality of Obligation.**

As prescribed in [570.603](#), insert the following clause:

    MUTUALITY OF OBLIGATION (SEP 1999)

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

(End of clause)

**552.270-29 Acceptance of Space.**

As prescribed in [570.603](#), insert the following clause:

    ACCEPTANCE OF SPACE (SEP 1999)

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

(b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required usable square footage as indicated in Paragraph 1.1, Amount and Type of Space, of this solicitation.



# AMENDMENT 2011-02 JUNE 15, 2011

PART 552—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

552.300

P/C	Number	Reference.	Title	Sup	Serv	Const	A-E	SAT	Util	Leas
C	<a href="#">552.237-71</a>	<a href="#">537.110(a)</a>	Qualifications of Employees		WR					
C	<a href="#">552.237-72</a>	<a href="#">537.110(b)</a>	Prohibition Regarding "Quasi-Military Armed Forces"		WR			WR		
C	<a href="#">552.237-73</a>	<a href="#">537.270</a>	Restriction on Disclosure of Information		WR			WR		
C	<a href="#">552.238-70</a>	<a href="#">538.273(a)(1)</a>	Identification of Electronic Office Equipment Providing Accessibility for the Handicapped	WR						
C	<a href="#">552.238-71</a>	<a href="#">538.273(a)(2)</a>	Submission and Distribution of Authorized FSS Schedule Pricelists	WR	WR					
C	<a href="#">552.238-72</a>	<a href="#">538.273(a)(3)</a>	Identification of Products That Have Environmental Attributes	WR	WR					
C	<a href="#">552.238-73</a>	<a href="#">538.273(a)(4)</a>	Cancellation	WR	WR					
C	<a href="#">552.238-74</a>	<a href="#">538.273(b)(1)</a>	Industrial Funding Fee and Sales Reporting	WR	WR					
C	<a href="#">552.238-75</a>	<a href="#">538.273(b)(2)</a>	Price Reductions	WR	WR					
C	<a href="#">552.238-76</a>	<a href="#">538.7104(a)</a>	Definition (Federal Supply Schedules)—Recovery Purchasing	WR	WR					
C	<a href="#">552.238-77</a>	<a href="#">538.7004(a)</a>	Definition (Federal Supply Schedules)	WR	WR					
C	<a href="#">552.238-78</a>	<a href="#">538.7004</a>	Scope of Contract (Eligible Ordering Activities)	WR	WR					
C	<a href="#">552.238-79</a>	<a href="#">538.7004(c)</a>	Use of Federal Supply Schedule Contracts by Certain Entities—Cooperative Purchasing	WR	WR					
C	<a href="#">552.238-80</a>	<a href="#">538.7104(c)</a>	Use of Federal Supply Schedule Contracts by Certain Entities—Recovery Purchasing	WR	WR					
P	<a href="#">552.239-70</a>	<a href="#">539.7002(a)</a>	Information Technology Security Plan and Security Authorization		WR		WR	WR		
C	<a href="#">552.239-71</a>	<a href="#">539.7002(b)</a>	Security Requirements for Unclassified Information Technology Resources		WR		WR	WR		
C	<a href="#">552.241-70</a>	<a href="#">541.501(a)</a>	Availability of Funds for the Next Fiscal Year or Quarter						R	
C	<a href="#">552.241-71</a>	<a href="#">541.501(b)</a>	Disputes (Utility Contracts)						R	
C	<a href="#">552.242-70</a>	<a href="#">542.1107</a>	Status Report of Orders and Shipments	WR				WR		
C	<a href="#">552.243-71</a>	<a href="#">543.205</a>	Equitable Adjustments			WR				
C	<a href="#">552.246-70</a>	<a href="#">546.302-70</a>	Source Inspection by Quality Approved Manufacturer	WR				WR		
C	<a href="#">552.246-71</a>	<a href="#">546.302-71</a>	Source Inspection by Government	WR				WR		
C	<a href="#">552.246-72</a>	<a href="#">546.312</a>	Final Inspection and Tests			WR		O		
C	<a href="#">552.246-77</a>	<a href="#">546.710</a>	Additional Contract Warranty Provisions for Supplies of a Noncomplex Nature	WR						
C	<a href="#">552.246-78</a>	<a href="#">546.302-72</a>	Inspection at Destination	WR						
P	<a href="#">552.252-5</a>	<a href="#">552.107-70(a)</a>	Authorized Deviations in Provisions	WR	WR	WR	WR	WR	WR	
C	<a href="#">552.252-6</a>	<a href="#">552.107-70(b)</a>	Authorized Deviations in Clauses	WR	WR	WR	WR	WR	WR	
P	<a href="#">552.270-1</a>	<a href="#">570.602</a>	Instructions to Offerors—Acquisition of Leasehold Interests in Real Property							R
P	<a href="#">552.270-2</a>	<a href="#">570.602</a>	Historic Preference							R
P	<a href="#">552.270-3</a>	<a href="#">570.602</a>	Parties to Execute Lease							R
C	<a href="#">552.270-4</a>	<a href="#">570.603</a>	Definitions							R*
C	<a href="#">552.270-5</a>	<a href="#">570.603</a>	Subletting and Assignment							R
C	<a href="#">552.270-6</a>	<a href="#">570.603</a>	Maintenance of Building and Premises— Right of Entry							R
C	<a href="#">552.270-7</a>	<a href="#">570.603</a>	Fire and Casualty Damage							R
C	<a href="#">552.270-8</a>	<a href="#">570.603</a>	Compliance with Applicable Law							R
C	<a href="#">552.270-9</a>	<a href="#">570.603</a>	Inspection—Right of Entry							R
C	<a href="#">552.270-10</a>	<a href="#">570.603</a>	Failure in Performance							R
C	<a href="#">552.270-11</a>	<a href="#">570.603</a>	Successors Bound							R

P/C	Number	Reference.	Title	Sup	Serv	Const	A-E	SAT	Util	Leas
C	<a href="#">552.270-12</a>	<a href="#">570.603</a>	Alterations							R
C	<a href="#">552.270-13</a>	<a href="#">570.603</a>	Proposals for Adjustment							R
C	<a href="#">552.270-14</a>	<a href="#">570.603</a>	Changes							R
C	<a href="#">552.270-15</a>	<a href="#">570.603</a>	Liquidated Damages							R
C	<a href="#">552.270-16</a>	<a href="#">570.603</a>	Adjustment for Vacant Premises							R
C	<a href="#">552.270-17</a>	<a href="#">570.603</a>	Delivery and Condition							R
C	<a href="#">552.270-18</a>	<a href="#">570.603</a>	Default in Delivery—Time Extensions							R
C	<a href="#">552.270-19</a>	<a href="#">570.603</a>	Progressive Occupancy							R
C	<a href="#">552.270-20</a>	<a href="#">570.603</a>	Payment							R
C	<a href="#">552.270-21</a>	<a href="#">570.603</a>	Effect of Acceptance and Occupancy							R
C	<a href="#">552.270-22</a>	<a href="#">570.603</a>	Default by Lessor During the Term							R
C	<a href="#">552.270-23</a>	<a href="#">570.603</a>	Subordination, Nondisturbance and Attornment							R
C	<a href="#">552.270-24</a>	<a href="#">570.603</a>	Statement of Lease							R
C	<a href="#">552.270-25</a>	<a href="#">570.603</a>	Substitution of Tenant Agency							R
C	<a href="#">552.270-26</a>	<a href="#">570.603</a>	No Waiver							R
C	<a href="#">552.270-27</a>	<a href="#">570.603</a>	Integrated Agreement							R
C	<a href="#">552.270-28</a>	<a href="#">570.603</a>	Mutuality of Obligation							R
C	<a href="#">552.270-29</a>	<a href="#">570.603</a>	Acceptance of Space							R
P	52.203-2	<a href="#">570.601(e)</a>	Certificate of Independent Price Determination							WR
C	52.203-7	<a href="#">570.601(e)</a>	Anti-Kickback Procedures							WR
P	52.203-11	<a href="#">570.601(d)</a>	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions							WR
P	52.204-3	<a href="#">570.601(a)</a>	Taxpayer Identification							WR
P	52.209-5	<a href="#">570.601(e)</a>	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters							WR
C	52.209-6	<a href="#">570.601(c)</a>	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment							WR
C	52.215-2	<a href="#">570.601(e)</a>	Audit and Records—Negotiation							WR
P	52.215-5	<a href="#">570.601(j)</a>	Facsimile Proposals							WR
C	52.215-10	<a href="#">570.601(i)</a>	Price Reduction for Defective Cost or Pricing Data							WR
C	52.215-12	<a href="#">570.601(i)</a>	Subcontractor Cost or Pricing Data							WR
P	52.219-1	<a href="#">570.601(a)</a>	Small Business Program Representations							WR
C	52.219-8	<a href="#">570.601(e)</a>	Utilization of Small Business Concerns							WR
C	52.219-9	<a href="#">570.601(f)</a>	Small Business Subcontracting Plan,							WR
C	52.219-16	<a href="#">570.601(f)</a>	Liquidated Damages—Subcontracting Plan							WR
P	52.219-24	<a href="#">570.601(g)</a>	Small Disadvantaged Business Participation Program—Targets							WR
C	52.219-25	<a href="#">570.601(g)</a>	Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting							WR
C	52.219-26	<a href="#">570.601(k)</a>	Small Disadvantaged Business Participation Program—Incentive Subcontracting							WR
P	52.222-21	<a href="#">570.601(b)</a>	Prohibition of Segregated Facilities							WR
P	52.222-22	<a href="#">570.601(b)</a>	Previous Contracts and Compliance Reports							WR
P	52.222-24	<a href="#">570.601(h)</a>	Preaward On-site Equal Opportunity Compliance Review							WR
P	52.222-25	<a href="#">570.601(b)</a>	Affirmative Action Compliance							WR
C	52.222-26	<a href="#">570.601(b)</a>	Equal Opportunity							WR
C	52.222-35	<a href="#">570.601(b)</a>	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era							WR
C	52.222-36	<a href="#">570.601(a)</a>	Affirmative Action for Workers with Disabilities							WR