CHAPTER 20:
On-Airport Leasing for TSA and Other Agencies

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1. Overview

This chapter provides customized procurement tools and instructions for leasing airport space for the Transportation Security Administration (TSA). This chapter singles out TSA because it must be at every airport. However, some airports must also have other agencies on-site, such as the Departments of Agriculture and Homeland Security. The same noncompetitive situation is created by their requirements, and this chapter serves as general guidance for those leases.

P.L. 107-71 established TSA authority. Legislative bodies, through State or local law, may create airport authorities, with the accompanying authority to operate the airport; construct, manage, and maintain the facilities; protect the facilities, employees, and users; and generate operating capital to finance these activities. Accordingly, the airport leasing rates are driven by their governing authority and are not comparable to the local market, because there is no competition. Typically, these leases are not fully serviced, and tenant improvements are not included.

These instructions apply to all TSA continuing need requirements for support and administrative space (such as office, break, training, and storage areas) but not security checkpoint screening areas (baggage and passenger screening areas) on-airport. Public law requires the airport authority or owner to provide security checkpoint screening areas to TSA free of charge.

The term "on-airport" in this chapter refers to any space leased from the airport authority or owner within the boundaries of the airport's property line. In some cases, the airport may not have space, and TSA will go to the local market. For off-airport TSA leases, the Leasing Specialist must follow the appropriate procedures in other chapters of this guide, such as Chapter 2, New or Replacing Lease. Additional background on TSA leases can be found in Attachment 1 (Class Justification for TSA Leases) and on the TSA National Program Quickr collaboration Web site at https://gsaworkspaces.gsa.gov/tsaprogram. Contact the TSA Regional Account Manager, regional subject matter expert, or TSA National Account Manager for Web site access.

2. General On-Airport Leasing Procedures

a. Acquisition Plan

Leasing Specialists must use the Limited Acquisition Plan for all on-airport continuing need requirements exceeding the simplified lease acquisition threshold and all extensions, regardless of dollar amount. The Leasing Specialist must notify TSA or other client agencies of lease expiration dates at least 18 months in advance and immediately commence procurement planning. The Leasing Specialist must prepare the acquisition plan at least 12 months in advance of the lease expiration date.

On-airport leases may differ from standard leases in the following ways:

- There is no competition, and a Justification for Other Than Full and Open Competition is required.
- Market surveys are not required; however, if other leases exist on airport property, the rates charged for those leases should be considered.

- Airport rates will differ from open market rates. Airport authorities frequently require annual, unilateral increases in rent and operating costs.
- Airport authorities often will not sign long-term leases. Some can be as little as 12–24 months (tied to their budget cycles) and can have severe cancellation or move rights.
- On-airport leases are typically not fully serviced and taxes are not included in rent. Leasing specialists must coordinate other contract services to fill this gap (see Chapter 2).
- TSA leases typically do not include tenant improvements. Leasing specialists must coordinate other contract services to fill this gap.

If these variables do not apply, then the standard leasing process must be followed.

b. Type of Lease Action

Continuing need lease actions for a term greater than 1 year should generally be either succeeding or superseding. However, since most leases on airport property are noncompetitive and the process is subject to delay by airport authority responsiveness, regional managers may determine it prudent to sign long-term extension agreements. Possible reasons include managing internal workload and avoiding impacts to client billing. Such extension agreements should be made where agency requirements have not changed and the facility requires no tenant improvements. In cases where more than one on-airport lease exists, it is preferable to consolidate to one lease; however, there may be structural reasons why multiple leases are required. Leasing specialists should consult with their supervisors and regional TSA subject matter experts regarding their regional portfolio strategy for TSA.

c. Delineated Area

The delineated area (DA) is irrelevant to on-airport leases for TSA and other agencies. There is no competition to be found as in a typical DA, but other lease requirements may drive acceptable locations within the airport. TSA's operational preference is to locate all Federal Security Director functions on airport property. In practice, however, this often is not possible, given space and budget constraints. The Workspace Delivery Program in the Office of Client Solutions has worked with TSA to recommend functions that should be on-airport versus those that do not need to be. Leasing specialists should consult with their regional TSA subject matter experts for additional detail. TSA's Office of Real Estate Services will make the final determination of functions that will be on-airport at its discretion.

3. Solicitation, Negotiations, and Award

a. Justification for Other Than Full and Open Competition (OTFO)

The Leasing Specialist must use the attached class justification (Attachment 1) for all TSA continuing need requirements on airport property. In addition, the Leasing Specialist must place a sole source notice advertisement, using the language in Attachment 2, with either FedBizOpps.gov or the appropriate local media for all requirements, regardless of how small the square footage. This will inform the public of TSA's rights to invoke a sole source justification. Locations off airport property must be competed on a full and open basis.

Space acquired using the OTFO must be designated "noncancelable" in the Occupancy Agreement.

b. Floodplains

In 2006, the Public Buildings Service developed the following protocol for TSA and other agency on-airport leases to comply with Executive Order 11988, Floodplain Management (42 FR 26951; May 24, 1977):

1) It is known that a number of U.S. airports are located in floodplains. Therefore, the Leasing Specialist must contact the regional environmental health and safety advisor , with the complete regional inventory of TSA and other agency on-airport leases to ascertain the floodplain status of each site. The advisor must then verify whether the space to be leased is in a 100-year floodplain or 500-year floodplain.

   i. If found to be in a 100-year floodplain:

   The advisor must contact the airport facility manager to determine previous floodplain analysis activities and mitigation measures implemented by the airport, issue and date a no acceptable alternative determination notice, and provide this determination notice to the Leasing Specialist who will post it for 30 days on or adjacent to the front door of the agency's leased space.

   ii. If found to be in a 500-year floodplain:

   The TSA Office of Real Estate Services has provided a signed letter stating that its on-airport properties house noncritical actions. This blanket statement has been included as Attachment 4 and should be included in the lease file.

   For agencies other than TSA, the Leasing Specialist must verify that the agency is not involved in any "critical action" as defined in Attachment 3. To do so, the Leasing Specialist must send the agency regional manager a letter, model included as Attachment 3, regarding 500-year floodplains and critical actions.

2) Signed and dated copies of any of the documents generated or received during or as a result of the above steps must be placed in the lease file.

c. Compliance With the National Environmental Policy Act (NEPA) Desk Guide

GSA's NEPA implementing regulations, contained in the NEPA Desk Guide, recognize that lease extensions, renewals, or succeeding leases can qualify for a categorical exclusion (CATEX) from the NEPA analysis. In particular, NEPA 5.3(e) sets forth an "automatic CATEX" for such actions, recognizing that the chances of significant environmental impacts from such actions "are so extremely limited that review of each such action is not warranted." The NEPA Desk Guide recognizes that any activity that is otherwise subject to an automatic CATEX could have the potential for a significant impact and require some level of NEPA analysis due to extraordinary circumstances. However, the determination here is that the above-mentioned lease actions for TSA and other agency on-airport continuing need requirements meet the standard for this automatic CATEX. The Leasing Specialist must document this determination in the lease file, under Tab II, Pre-Solicitation, with the following notation: "This lease action [specify which type it is: extension, renewal or succeeding lease] meets the definition of an activity that meets the requirement of an automatic CATEX, as specified in the GSA/PBS NEPA Desk Guide, at 5.3(e)."

d. Federal Aviation Administration (FAA) Sponsor Assurances

A summary and cross-reference of the GSA General Clauses (both as required by law and as duplicated in the FAA's sponsor assurances) are attached (Attachment 5) for the benefit of the Leasing Specialist in negotiating the inclusion of clauses with airport authorities. Leasing Specialists are encouraged to review these assurances in the case of airport authorities who refuse to sign mandatory clauses. The airport authority may already have agreed to the same language (incorporated by reference) on its agreement with the FAA, but not realize the significance of the agreement.

Many of GSA's General Clauses are derived from the statutes listed in "Sponsor Assurances," a document required by the FAA when airports accept funds from FAA-administered programs. To assist the Leasing Specialist, Attachment 7 identifies those clauses mandated by law as well as those clauses contained in both GSA Form 3517, General Clauses (Acquisition of Leasehold Interests in Real Property), and the FAA sponsor assurances. The Office of Regional Counsel must approve modification or deletion of any clause in GSA Form 3517.

e. Nonstandard Leases

If the lessor will not accept GSA lease language or lease clauses, this may be one of the rare cases where GSA must accept a nonstandard lease. Each airport authority has different approaches to leasing and services provided under its leases. Flexibility in negotiating the terms of on-airport leases is often necessary, and Leasing Specialists have some discretion negotiating terms, provided there is no exception to Federal law or regulation.

To simplify negotiations, some regions have issued modified versions of the GSA standard lease that eliminate up front the clauses that do not apply, given an airport's refusal to provide certain services. The most common examples of this are language pertaining to tenant improvements, maintenance, and janitorial services. Following negotiations of terms, many leases have been formed using alternatives to GSA's standard lease documents. A shorter GSA lease form may be used, and hybrid versions of the local airport authority's lease or addendums documenting agreements reached on specific exceptions to language in Federal documents can be used to address airport authority concerns. Examples of several such alternatives are available on the TSA National Program Web site. Leasing Specialists are advised to consult with their supervisors, the Office of Regional Counsel, and regional on-airport leasing subject matter experts to develop a strategy for approaching this issue on a case-by-case basis. Alternative lease agreements should be reviewed by the Office of Regional Counsel.

4. Floodplains

a. Application of Policies to On-Airport Leasing

A number of U.S. airports are located in 100-year floodplains, and some are located in 500-year floodplains. According to Executive Order (EO) 11988, Floodplain Management, agencies must conduct the Federal Emergency Management Agency's eight-step process when located in a 100-year floodplain. Since these lease sites are at established airport facilities that have addressed the necessary floodplain mitigation as part of construction or subsequent renovation, GSA will adapt these prior determinations to support its own floodplain determinations. Once adapted, the remaining step for GSA is to inform the public of its action and of any steps that will be taken to minimize the risk to the agency and the public.

b. Coordination With Environmental Staff

The Leasing Specialist must work closely with their regional NEPA specialist in managing this lease process. Names and numbers are available on the Environmental Division Web site.

In order to expedite compliance with the EO guidelines on locating space in a floodplain, the NEPA specialist will:

1) Verify whether or not the space to be leased is in a floodplain.

2) For leases in 100-year floodplains:

   - Contact the airport facility manager to identify any previous floodplain determination efforts and document any mitigation measures implemented to reduce the risk due to floods.

   - Complete necessary public notice.

   - Issue GSA's determination with attached copies of the airport's previous floodplain determinations.

   - Post this GSA determination notice at inspection sites so that the public is informed.

3) If this lease is in a 500-year floodplain:

   - Verify that the agency is not involved in any critical action as defined in Attachment 3, Floodplain Critical Action Letter to Agency.

   - Send the agency regional manager a letter (Attachment 3 is an example) concerning 500-year floodplains and critical actions.

c. Determination Notice

The following is recommended language for the determination notice:

> Notification is provided to the public that the U.S. General Services Administration (GSA) has executed a continuing need lease action for the (insert agency name) at NAME OF AIRPORT, STREET, CITY, STATE. The lease consists of approximately ____square feet and will be used for (administration, shift-change, and employee break areas). It has been determined that this facility and the subsequent GSA lease are located in a 100-year floodplain. Presidential Executive Order 11988, Floodplain Management, requires GSA to review its proposed projects for possible alternatives to being located in a floodplain. Since it is mandatory that (insert agency name) be physically located within the boundary of the airport property, there are no viable alternative sites that would meet the requirements of the agency. The agency mission and location requirements are functionally dependent. GSA has reviewed the mitigation measures developed and implemented by the airport facility to minimize the risk associated with being located in a 100-year floodplain. As a result of this review, GSA has determined that the agency and the public using this leased space are at no greater risk from the floodplain location. Public comment may be directed to

NAME OF LEASING SPECIALIST, PHONE, EMAIL, STREET, CITY, STATE, ZIP CODE, within 30 days of this notice (DATE NOTICE POSTED).

5. Postaward

If the airport authority does not provide services typical in off-airport leasing, such as construction relating to tenant improvements on new leases or alterations to existing leases, the Leasing Specialist must coordinate with other PBS business lines and the airport authority to award, approve, and execute design and construction. Despite the frequent refusal to provide these services, airports typically exert strict control over the design standards and specifications they expect from the third-party contractors GSA hires. These expectations are unique to each location and often differ from the standard practice of typical GSA providers. Additionally, most airports require construction designs to be approved by airport boards that may meet infrequently. Failure to meet the expectations of those boards or even slight modifications to preapproved construction designs can result in a requirement to resubmit design packages at the next board meeting. This can result in extensive delays if boards meet only monthly or quarterly.

Experience has shown that a key to successful implementation of on-airport design and construction services is establishing relationships with the appropriate design review officials at the airport authority. Engagement to establish expectations with these officials can help avoid unnecessary delays and rework. Leasing specialists are encouraged to identify and meet with reviewing officials to gather any written design requirements or guidelines that should be incorporated into design contracts. Then, as early in the process as possible, Leasing Specialist should facilitate a meeting between the design team and reviewer to verify that any unique requirements are understood. Leasing specialists are encouraged to meet with their supervisor and regional on-airport leasing subject matter expert to develop a strategy for approaching design and construction on a case-by-case basis.

Attachment 1: Justification for Other Than Full and Open Competition

U.S. GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

1. Identification and description of action being approved:
This class justification for other than full and open competition (FAR Subpart 6.3) is for use by General Services Administration (GSA) contracting activities in the acquisition of support and administrative workspace for the Transportation Security Administration (TSA) where required to be on airport property. TSA security checkpoint screening areas and requirements that are not required to be on airport property are not covered by this justification. The TSA was created by Public Law 107-71 and is responsible for the day-to-day Federal civil aviation security, screening operations for passenger air transportation, and intrastate air transportation. TSA requires space at every airport in the United States of America and its possessions and territories having scheduled commercial airline service.

2. Description of services and/or supplies required:
This justification applies to all TSA continuing need requirements for support and administrative workspace (such as office, break, training, and storage space) that are required to be on airport property. There are currently 441 locations under lease. On average, each location is approximately 3,000 square feet.

3. Identification of Statutory Authority:
An agency may use procedures other than competitive procedures when the property or services needed are available from only one responsible source and no other type of property or service will satisfy the needs of the agency, 41 U.S.C. 253 (c)(1).

4. Demonstration that the acquisition requires use of the authority cited:
FAR 6.302-1, which implements the referenced statutory authority, authorizes limited competition when the property or services needed are available from only one responsible source and no other type of property or service will satisfy the needs of the agency.

The Aviation and Transportation Security Act (ATSA) was signed into law on November 19, 2001. TSA employs more than 45,000 security screeners and provides guidance and training to flight crews for dealing with threats on board aircraft. Since February 17, 2002, TSA has been responsible for all civil aviation security functions. Because these tasks are directly related to the security of the national air transportation system, TSA has a critical need to be located on airport property.

5. Description of Efforts to Solicit as Many Offers as Practicable:
Market surveys will be conducted as the need for space arises and the notices required by FAR 5.201 and GSAM 505.202 will be published and any proposals received will be considered.

6. Determination that the anticipated cost will be fair and reasonable:
The cost for the space and any specific improvements shall be deemed to be fair and reasonable by each contracting officer by utilizing any market information available. Each

contracting officer must specifically determine in writing that the contract price for each lease acquired pursuant to this justification is fair and reasonable.

7. Description of the market survey conducted:
As the need for space arises, a market survey will be conducted to determine if space is available that meets the requirements of TSA off of the airport property, and all sources that can deliver the needed space, meeting the requirements of the agency, within the timeframe specified, will be solicited.

8. Other facts supporting the use of other than full and open competition:
None

9. List of sources that expressed an interest in the acquisition:
Not applicable.

10. Statement of actions to overcome barriers to competition:
None.

11. Contracting Officer Certification:
This class justification may be used by GSA contracting activities only when, with respect to the proposed lease contract, the contracting officer certifies as follows: "I certify that this lease contract is within the scope of the class justification for other than full and open competition for the acquisition of administrative and support work space for the Transportation Security Administration (TSA) in response to Public Law 107-71, and that the justification is accurate and complete to the best of my knowledge and belief."

This class justification for other than full and open competition is hereby made and approved in accordance with Section 303 (f) of the Federal Real Property and Administrative Services Act of 1949, as amended (41 U.S.C 253 (f)) and FAR Subpart 6.3.

PREPARED BY:

9/8/06

David Jordan, Analyst, Solutions Development Division
Office of National Customer Services Management (PQC)

APPROVED BY:

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9-18-06

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APPROVED BY:

Emily W. Murphy
Chief Acquisition Officer

APPROVED BY:

David L. Winstead, Commissioner
Public Buildings Service (P)

Attachment 2: Sole Source Advertisement Language

Notice of Intent to Lease Space Using Other Than Full and Open Competition

The U.S. Government intends to award a succeeding lease using other than full and open competition for an existing lease for the Transportation Security Administration that is expiring in CITY, STATE at NAME OF AIRPORT.

The Government requires office and related space yielding a minimum of xx,xxx ANSI/BOMA office area and xx adjacent parking spaces. The space must be located on airport property, be contiguous, and all services, supplies, utilities, partitioning, and tenant alterations must be included as part of the rental consideration.

Minimum Sq. Ft. (ABOA):	[.....]
Maximum Sq. Ft. (ABOA):	[.....]

To submit a location for inspection, contact this office by DATE. (Submissions by other than the owner or manager of a property must be accompanied by a letter from the owner granting permission to make a general offering of the space).

Interested parties should send expressions of interest to:

[Name]

[Title]

[Address]

[Telephone]

[Fax]

[Email]

Attachment 3: Floodplain Critical Action Letter to Agency

Instruction: If the Regional Environmental Quality Advisor has determined that the airport location for the particular procurement is in a floodplain, this letter must be printed on GSA letterhead with the Leasing Specialist's or Lease Contracting Officer's contact details. The letter must be addressed to and receive concurrence by the regional or national facilities representative for any agency other than TSA, since their national office has stated their on-airport activities are not critical actions. The letter with signed concurrence is filed under Tab 1 of the lease contract file.

Dear NAME OF CLIENT CONTACT:

The delineated area for your space requirement at NAME OF AIRPORT, CITY, STATE, is located within [insert one of the following: "a 100-year floodplain " **or** "a 500-year floodplain"]. and is therefore subject to Executive Order 11988 requirements and procedures. Executive Order 11988, Floodplain Management, requires all federal agencies to avoid the long- and short-term adverse impacts associated with the occupancy and modification of flood plains. Agencies are also required to avoid direct and indirect support of floodplain development wherever there is a practicable alternative.

Critical actions cannot be located in either a 100- or 500-year floodplain unless there is no practicable alternative. If there is no practicable alternative and a critical action must be located within a 100-year or 500-year floodplain, structures should be elevated above the 500-year base flood. "Critical actions" are defined below.

Based on the attached definition, does your agency consider your proposed use a critical action?

If you do not consider the proposed use to be a critical action, please sign below where indicated and return to me. If you consider the proposed use to be a critical action, please notify me immediately.

If you have any questions, please contact (me **or** the Leasing Specialist) at (_____).

Sincerely,

(Lease Contracting Officer **or** Leasing Specialist)

Concurrence:

GSA Senior Asset Manager
GSA Regional Environmental Quality Advisor

On behalf of the (insert agency), we do not consider the proposed use a critical action based on the attached definition.

Name	Signature
Title	Date
Telephone	

Definition of Critical Actions.

The Water Resources Council's Floodplain Management Guidelines for Implementing Executive Order 11988 defines a "critical action" as any activity for which even a slight chance of flooding would be too great a risk (and therefore should be located outside the 500-year floodplain). Examples include storage of irreplaceable records; storage of volatile, toxic, or water-reactive materials; construction or operation of hospitals and schools; and construction or operation of utilities and emergency services that would be inoperative if flooded. Examples of GSA actions that may be critical actions include:

- Storage of national strategic and critical materials
- Storage of irreplaceable records
- Acquisition of health facilities for client agencies
- Child care facilities
- Public benefit conveyances for schools, prisons, and some other institutional uses

Considerations.

- If flooded, would the proposed action create an added dimension to the disaster, as could be the case for liquefied natural gas terminals and facilities producing and storing highly volatile, toxic, or water-reactive materials?
- Given the flood warning lead-time available, would the occupants of buildings such as hospitals, schools, and nursing homes be insufficiently mobile to avoid loss of life and injury?
- Would essential and irreplaceable records be lost?
- Would utilities or emergency services stop operating if flooded?

Attachment 4: TSA Blanket Critical Action Letter

GSA Public Buildings Service

November 15, 2006

Mr. John Holloway
Director, Office of Real Estate Services
Transportation Security Administration
601 South 12th Street, TSA-17
Arlington, VA 22202

Dear John:

As part of the environmental requirements for TSA's continuing need for on-airport locations, GSA is in the process of identifying which TSA on-airport locations are in a floodplain.

Each GSA region will run the floodplain protocol specified in Realty Services Letter 2006-07, Airport Leasing for TSA. However, many regions have asked for assistance from the PBS National Accounts Division regarding the so-called "critical action" determination required for 500-year floodplains. To that end, I am asking you for a blanket critical action statement that would apply to all TSA on-airport locations. A critical action for this purpose is defined in the GSA Floodplain Management Desk Guide and excerpted here:

> The Water Resources Council's Floodplain Management Guidelines for Implementing Executive Order 11988 defines a critical action as any activity for which even a slight chance of flooding would be too great a risk (and therefore should be located outside the 500-year floodplain). Examples include storage of irreplaceable records; storage of volatile, toxic, or water-reactive materials; construction or operation of hospitals and schools; and construction or operation of utilities and emergency services that would be inoperative if flooded. Examples of GSA actions that may be critical actions include, but are not limited to:
> (1) Storage of national strategic and critical materials;
> (2) Storage of irreplaceable records;
> (3) Acquisition of health facilities for client agencies;
> (4) Child care facilities; and
> (5) Public benefit conveyances for schools, prisons, and some other institutional uses.

Although any potential property purchase or lease is required to consider alternative locations or mitigation methods if located in a 100-year floodplain, critical actions are restricted for placement even in a 500-year floodplain. Please base your designation of "critical action" only on the definition above. This special classification has an impact on the geographic location of your proposed agency facility or the conditions of your occupancy.

U.S. General Services Administration
1800 F Street, NW
Washington, DC 20405-0002
www.gsa.gov

DEC. 7. 2006 2:35PM TSA/IT-TRAINING NO. 970 P. 1

TSA Critical Action Letter, p.2

Based on the above definition, does your agency consider the proposed use a critical action? If your agency does consider it a critical action, then GSA will need to apply the same analysis required in our Desk Guide and Executive Order 11988 that would be applied if your use were not a critical action and just in the 100-year floodplain.

If you do not consider the proposed use to be a critical action, please sign below where indicated and return a scanned copy to me by email. If you do consider the proposed use to be a critical action, please notify me immediately.

If you have any questions, please call me at 202-208-2164.

Sincerely,

Denise Funkhouser
National Account Director

****

The Transportation Security Administration does not consider its use of on-airport locations to be a critical action based on the definition above, as excerpted from the GSA Floodplain Management Desk Guide.

John P. Holloway
Name

Director of Real Estate
Title

571-227-2097
Telephone

Signature

12/7/2006
Date

Attachment 5: FAA Sponsor Assurances Summary

Many of GSA's General Clauses are required by the Federal Aviation Administration (FAA) in documents they call "sponsor assurances" when airports accept funds from FAA-administered programs. To assist the Leasing Specialist, the list below identifies those clauses that are mandatory by law as well as those clauses contained in both GSA Form 3517, General Clauses (Acquisition of Leasehold Interests in Real Property), and the FAA sponsor assurances. The Office of Regional Counsel must approve modification or deletion of any clause in GSA Form 3517.

Mandatory Clauses By Statute

GSA General Clause (11/2005 version)	48 CFR ref.	FAA Assurances (3/2005 version)	GSA Clause Required by Statute
Central Contractor Registration	52.204-7	None (however, GSA cannot pay without it)	
Covenant Against Contingent Fees	552.203-5	None (however, imposes no additional burden on airport)	41 U.S.C. 254(a)
Anti-Kickback Procedures	52.203-7	Section C.1.t.	41 U.S.C. 51-58
Drug-Free Workplace	52.222-6	Section C.1.x.	Drug-Free Workplace Act of 1998
Audit and Records—Negotiation	52.215-2	OMB Circular A-133, Section C.1.w.[1], and Section C.13	41 U.S.C. 254d(c)
Equal Opportunity	52.222-26	Section C.1 Executive Orders	41 CFR 60-1.4
Preaward On-Site Equal Opportunity Compliance	52.222-24	None (but only applies to leases > $10M)	FAR 22.810 and 41 CFR 60-1.20
Prohibition of Segregated Facilities	52.222-21	Section C.1.n.	FAR 22.810
Equal Opportunity for Disabled Veterans and Veterans of the Vietnam Era	52.222-35	Section C.1 Federal Regulations (g) and Section C.15	41 CFR 60-250.5
Affirmative Action for Workers with Disabilities	52.222-36	Section C.1.m and Section C.30	41 CFR 60-741.4
Utilization of Small Business Concerns	52.219-8	Section C.1 Federal Regulations (m)	15 U.S.C. 637(d) and FAR 19.708
Small Business Subcontracting Plan	52.219-9	None	15 U.S.C. 637(d) and FAR 19.708
Liquidated Damages—Subcontracting Plan	52.219-16	None	15 U.S.C. 637(d)(4)(F) and FAR 19.708

[1] FAA Clause C.1.w. does not apply to private sponsors.

DISCRETIONARY GSA CLAUSES THAT ARE ALSO FAA CLAUSES

GSA General Clause (11/2005 version)	48 CFR ref.	FAA Assurances (3/2005 version)
Examination of Records by GSA	552.215-70	Clause C.13
Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	52.209-6	Clause C.1. Federal Regulations (h)