



01/15/2026

RGO-2026-01

MEMORANDUM FOR GSA CONTRACTING ACTIVITIES

FROM: JEFFREY A. KOSES 
SENIOR PROCUREMENT EXECUTIVE
OFFICE OF ACQUISITION POLICY (MV)

SUBJECT: GSA Acquisition Regulation (GSAR) Class Deviations in Response to Executive Order 14275.

1. Purpose.

- This memorandum approves a set of class deviations to the General Services Acquisition Regulation (GSAR) within the General Services Acquisition Manual (GSAM) System for purposes of implementing Section 5 of [Executive Order \(E.O.\) 14275](#), *Restoring Common Sense to Federal Procurement*.
- Refer to **Attachment A** for the effective date for each GSAR deviation.

2. Background.

- In accordance with the E.O. and [OMB Memorandum M-25-26](#), agencies must minimize regulations that are not based in statute or executive order, essential to sound procurement, or aligned with the FAR Council's Revolutionary FAR Overhaul (RFO) model deviation language.
- The GSAR is the regulatory part (i.e., shaded text) of the General Services Administration Acquisition Management (GSAM) System and contains acquisition policies and procedures that have a significant effect beyond the internal operating procedures of GSA and have impact on contractors or offerors. As with the FAR Overhaul, changes to the GSAR initially will be accomplished as deviations. Formal rule-making will follow including a full notice and comment period.
- Changes to the non-regulatory GSAM (i.e., unshaded text) regarding internal acquisition policy that applies to the GSA acquisition workforce will be completed separately via [ADM 2800.12B, Change 200](#).

3. Summary of Changes.

Changes to the GSAR are intended to make the GSAR more concise, understandable, and focused on core procurement requirements.

- Until rulemaking, GSA will post a PDF to [Acquisition.gov](#), under the "[FAR Overhaul](#)" link. As new parts become effective, GSA will add more language and continuously update the PDF. The PDF will also be accompanied by a feedback form the public can use to submit input prior to rulemaking.



- Each class deviation only affects previously shaded language in the GSAR, and may add new language in order to align with the RFO model deviation language now in effect or language required via E.O. or OMB memorandum.
- For ease of reference, and citations, these changes will use the abbreviation “RGO” (Revolutionary GSAR Overhaul) to show the relationship to the “RFO” (Revolutionary FAR Overhaul). This more easily distinguishes deviations within the FAR system for the workforce, our industry partners, and the public.

4. Instructions.

- The GSA acquisition workforce must follow the applicable RGO part deviation text instead of the corresponding GSAR part as codified at 48 CFR chapter 5. GSA RGO deviation text is available at [Acquisition.gov](https://www.acquisition.gov), under the [“FAR Overhaul” link](#), and is incorporated into this class deviation.
- The GSA acquisition workforce will be notified when new RGO part deviations are available.
 - A tentative schedule showing when individual GSAR parts are expected to be moved to RGO-01 is available on the [GSA Office of Acquisition Policy Dashboard](#).
- For new solicitations or contracts, per GSAR conventions 501.107(d) GSAR changes apply on or after the effective date of the change. The contracting officer has discretion to implement the GSAR changes ahead of the effective date. When using any provisions or clauses that have been revised, utilize the RGO deviation language within GSAR part 552 of the PDF posted to [Acquisition.gov](https://www.acquisition.gov).
- For open solicitations or awarded contracts, the contracting officer has discretion regarding the need to implement the GSAR changes. Note that without some of the provisions or clauses, the contracting officer may be required to separately address certain aspects in the contract.
- To ensure alignment with the E.O. and OMB memorandum, any non-OGP issued acquisition policy, procedure, or guidance (collectively “policy”) that is designated as “mandatory” must be canceled or rescinded within 60 days of the deviation. These policies may be kept for discretionary use only after being updated to conform with RFO updates.
 - This instruction and requirement applies to all levels at GSA (e.g., service-level, portfolio, program, regional, zonal, contracting activity, etc). If you’d like the Office of Acquisition Policy to consider adopting or utilizing your policy GSA-wide, contact GSAPILOTS@gsa.gov.

5. Applicability.

This class deviation applies to all GSA contracting activities and procurements.



6. Points of Contact.

- *For the GSA Acquisition Workforce.* Try asking GSAi <https://www.gsa.gov/policy-regulations/policy/acquisition-policy/acquisition-policy-library-and-resources#tab--GSA-resources> first (upload the new RGO deviation language and then ask your question). If you still need clarification, you may email the GSA Acquisition Policy Division at GSARPolicy@gsa.gov.
- *For the GSA Acquisition Workforce and the Public.* To streamline our efforts, GSA does not anticipate posting the line out / strikethrough changes for each GSAR part. We encourage you to use Artificial Intelligence (AI) tools to help compare the current codified GSAR language against the new RGO language.
- *For questions (or additional instructions) related to the cancellation of mandatory policy not issued by OGP.* You may direct questions to GSAPILOTS@gsa.gov.

7. Instructions for the FSS Program.

The following are instructions for implementing the revisions made to GSAR part 538 - Federal Supply Schedule Contracting, under this class deviation:

GSA FSS program.

- *For new solicitations and resulting contracts,* the GSA FSS solicitation must be updated via a solicitation refresh to reflect these revisions.
- *For existing contracts,* FSS contracting officers must follow standard refresh/mass modification protocols.

VA FSS Program.

- GSA will coordinate with the VA for purposes of implementing these revisions.

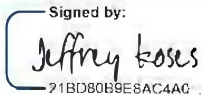
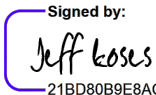
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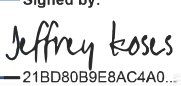
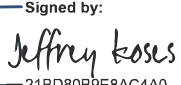
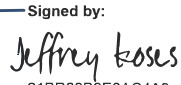
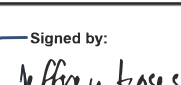
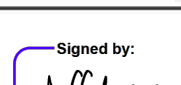
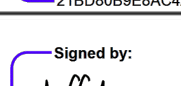
If any portion (e.g., part, section, clause, sentence) of this deviation is held to be invalid or unenforceable facially, or as applied to any entity or circumstance, it shall be severable from the remainder of this deviation, and shall not affect the remainder thereof, or its application to entities not similarly situated or to other dissimilar circumstances. The various portions of this deviation are independent and serve distinct purposes. Even if one aspect were rendered invalid, the other benefits of the deviation would still be applicable.

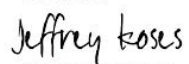
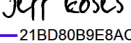
RG0-2026-01
Attachment A

Overview. The table tracks class deviations made to existing GSAR parts; the effective date of the deviation, and the publication version of part. The table identifies information associated with the initial deviation and any subsequent change to the deviation. The table only identifies GSAR parts where regulation currently exists. Changes to the non-regulatory text are in [the GSA Acquisition Handbook](#).

Effective Date. For each class deviation, GSA contracting activities may use the deviated language immediately, but must begin using the deviated language no later than the date listed in the table below. The class deviation for each part remains in effect until rescinded or incorporated into the GSAR.

Part Number	Effective Date	Signature	Date Signed
501	03/16/2026	 Signed by: Jeffrey Koses 21BD80B9E8AC4A0...	01/15/2026
503	10/19/2026	 Signed by: Jeff Koses 21BD80B9E8AC4A0...	07/16/2026
504	10/19/2026	 Signed by: Jeff Koses 21BD80B9E8AC4A0...	07/16/2026
509	10/19/2026	 Signed by: Jeff Koses 21BD80B9E8AC4A0...	07/16/2026
511	11/30/2026	 Signed by: Jeffrey Koses 21BD80B9E8AC4A0...	09/28/2026
512	10/19/2026	 Signed by: Jeff Koses 21BD80B9E8AC4A0...	07/16/2026
513	10/19/2026	 Signed by: Jeff Koses 21BD80B9E8AC4A0...	07/16/2026
514	10/19/2026	 Signed by: Jeff Koses 21BD80B9E8AC4A0...	07/16/2026

Part Number	Effective Date	Signature	Date Signed
515	06/13/2026	Signed by:  21BD80B9E8AC4A0...	04/14/2026
516	11/30/2026	Signed by:  21BD80B9E8AC4A0...	09/28/2026
517	06/13/2026	Signed by:  21BD80B9E8AC4A0...	04/14/2026
519	06/13/2026	Signed by:  21BD80B9E8AC4A0...	04/14/2026
522	10/19/2026	Signed by:  21BD80B9E8AC4A0...	07/16/2026
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533	10/19/2026	Signed by:  21BD80B9E8AC4A0...	07/16/2026

Part Number	Effective Date	Signature	Date Signed
536	10/19/2026	Signed by:  21BD80B9E8AC4A0...	07/16/2026
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538	11/30/2026	Signed by:  21BD80B9E8AC4A0...	09/28/2026
539	03/16/2026	Signed by:  21BD80B9E8AC4A0...	01/15/2026
540	10/19/2026	Signed by:  21BD80B9E8AC4A0...	07/16/2026
541	11/30/2026	Signed by:  21BD80B9E8AC4A0...	09/28/2026
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570	11/30/2026	Signed by:  21BD80B9E8AC4A0...	09/28/2026

Quick Links

501	502	503	504	509
511	512	513	514	515
516	517	519	522	523
525	527	528	529	532
533	536	537	538	539
540	541	542	543	546
552	570			

Part 501 - General Services Administration Acquisition Regulation System

501.000 Scope of part.

This part describes the framework for the General Services Administration Acquisition System (the System).

Subpart 501.1 Framework

501.101 Framework.

(a) The System is a collection of regulatory and non-regulatory agency acquisition regulation and mandatory requirements, and consists of the following:

(1) *Regulatory*. The General Services Administration Acquisition Regulation (GSAR), which consists of the following:

(i) Agency regulations that implement or supplement the Federal Acquisition Regulation (FAR) as authorized under FAR [1.101\(a\)\(2\)](#).

(ii) Agency regulations that implement 40 U.S.C. 585, which authorizes GSA to enter into leasehold interests in real property. See part [570](#).

(iii) Agency regulations that implement 40 U.S.C. 502 and other authorities that authorize GSA to allow access to its sources, such as the GSA Federal Supply Schedule (FSS) program (see subpart [538.70](#)), by eligible entities.

(iv) Agency regulations that implement other statutory procurement authority outside of the FAR such as Commercial Solution Openings, no-cost contracts, and other non-FAR based procurements.

(2) *Non-regulatory.* The GSA Acquisition Handbook (Handbook), which consists of mandatory requirements that apply internally to GSA personnel involved in the acquisition process. The Handbook is for internal use and is published on the GSA Acquisition Portal (access available to GSA employees only). A copy of the Handbook is available at <https://www.gsa.gov/rforesources>.

(b) The System does not include internal or external agency acquisition guidance supplementing the System.

501.103 Authority.

The System is prepared and issued by the GSA Senior Procurement Executive (SPE) under the authority of the GSA Delegations of Authority Manual 5450.39 ADM.

501.104 Publication and code arrangement.

(a) The GSAR is codified in Title 48 of the Code of Federal Regulations (CFR) Chapter 5 available at <https://www.ecfr.gov>. A copy of the GSAR is also available at <https://acquisition.gov>.

(b) Numbering used in the GSAR corresponds to what is used in the FAR except that the first number starts with a 5. For example, section 501.104 corresponds to FAR 1.104. GSAR rules not implementing a specific section of the FAR include the number 70. For example, parts 570 and 571. The GSAR will have gaps in its numbering scheme when there is no corresponding GSAR requirement implementing or supplementing the FAR.

(c) Using the GSAR coverage at 501.101 as a typical illustration, reference to the part would be “GSAR part 501” outside the GSAR and “part 501” within the GSAR. Reference to the section would be “GSAR 501.101” outside the GSAR and “501.101” within the GSAR.

(d) If required by 41 U.S.C. 1707, proposed revisions to the GSAR must be published in the Federal Register for public comment.

501.105 OMB approval under the Paperwork Reduction Act.

The list of information collections and recordkeeping requirements contained in the GSAR have been approved by the Office of Management and Budget (OMB), and can be found at <https://www.acquisition.gov/GSAacq-PRA>.

501.106 Certifications.

Unless allowed under 41 U.S.C. 1304, the GSAR must not require a certification from an offeror or contractor.

501.107 GSAR conventions.

(a) *Words and terms.* (1) Definitions used in part [2](#) of the FAR apply to the GSAR unless specifically defined in another part, subpart, section, provision, or clause of the FAR or GSAR.

(2) Undefined words retain their common dictionary meaning.

(b) *Delegation of authority.* Each authority is delegable unless specifically stated otherwise.

(c) *Dollar thresholds.* Dollar thresholds used in the GSAR follow the requirements of FAR 1.107(c).

(d) *Applying GSAR changes to solicitations and contracts.* Unless otherwise specified —

(1) GSAR changes apply to solicitations issued on or after the effective date of the change;

(2) Contracting officers may, at their discretion, include the GSAR changes in solicitations issued before the effective date, provided award of the resulting contract(s) occurs on or after the effective date; and

(3) Contracting officers may, at their discretion, include the GSAR changes in any existing contract with appropriate consideration.

(e) *Citations.* When the GSAR cites a statute, Executive order, Office of Management and Budget circular, Office of Federal Procurement Policy policy letter, GSA Directive, or relevant portion of the Code of Federal Regulations, the citation includes all applicable amendments, unless otherwise stated.

(f) *Required action.* When a sentence directs action, the contracting officer is responsible for the action, unless another party is expressly cited.

Part 502 - Definitions of Words and Terms

Commercial supplier agreements means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of “commercial product” and “commercial service” set forth in FAR [2.101](#) and intended to create a binding legal obligation on the end user. Commercial supplier agreements are particularly common in information technology acquisitions, including acquisitions

of commercial computer software and commercial technical data, but they may apply to any product or service. The term applies–

(1) Regardless of the format or style of the document. For example, a commercial supplier agreement may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order;

(2) Regardless of the media or delivery mechanism used. For example, a commercial supplier agreement may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

GSA Information System means an information system owned or operated by the U.S. General Services Administration or by a contractor or other organization on behalf of the U.S. General Services Administration including:

(1) *Cloud Information System* means information systems developed using cloud computing. Cloud computing is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications) that can be rapidly provisioned and released with minimal management effort or service provider interaction. Cloud information systems include Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS). Cloud information systems may connect to the GSA network.

(2) *External Information System* means information systems that reside in contractor facilities and typically do not connect to the GSA network. External information systems may be government owned and contractor operated or contractor owned and operated on behalf of GSA or the Federal Government (when GSA is the managing agency).

(3) *Internal Information System* means information systems that reside on premise in GSA facilities and may connect to the GSA network. Internal systems are operated on behalf of GSA or the Federal Government (when GSA is the managing agency).

(4) *Low Impact Software as a Service (LiSaaS) System* means cloud applications that are implemented for a limited duration, considered low impact and would cause limited harm to GSA.

(5) *Mobile Application* means a type of application software designed to run on a mobile device, such as a smartphone or tablet computer.

Part 503 - Improper Business Practices and Personal Conflicts of Interest

Reserved.

Part 504 - Administrative Matters

Subpart 504.13 - Personal Identity Verification of Contractor Personnel

504.1301 Contract clause.

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

Part 509 - Contractor Qualifications

Subpart 509.1 - Responsible Prospective Contractors

509.105-2 Determinations and documentation.

(a) The contracting officer must provide written notification to a prospective contractor determined not responsible. Include the basis for the determination. Notification provides the prospective contractor with the opportunity to correct any problem for future solicitations.

(b) Due to the potential for de facto debarment, the contracting officer will avoid making repeated determinations of nonresponsibility based on the same past performance information.

(c) To provide for timely consideration of the need to institute action to debar a contractor, the contracting officer must submit a copy of each nonresponsibility

determination, other than those based on capacity or financial capability, to the Suspension and Debarment Official in the Office of Acquisition Policy (OAP).

Subpart 509.4 - Debarment, Suspension, and Ineligibility

509.401 Applicability.

This subpart applies to all the following:

- (a) Acquisitions of personal property, nonpersonal services, construction, and space in buildings.
- (b) Acquisition of transportation services (Federal Management Regulation (FMR) Parts 102-117 and transportation audit and payment 102-118 (41 CFR parts 102-117 and 102-118)).
- (c) Contracts for disposal and donation of personal property (FMR Parts 102-36 through 102-38 (41 CFR parts 102-36 through 102-38)).
- (d) Covered transactions as defined by 41 CFR 105-68.

509.403 Definitions.

As used in this part —

Fact-finding official means the Suspension and Debarment Official or a designee.

Notice means written correspondence sent by one of the methods in FAR [9.406-3\(c\)\(1\)](#) to the relevant parties identified in FAR [9.406-3\(c\)\(2\)](#). If no return receipt, delivery notice or response is received within 10 calendar days of mailing, to include electronic mailing via email, the notice is presumed to have been received.

509.406 Debarment.

509.406-1 General.

The Suspension and Debarment Official is the designee under FAR [9.406-1\(d\)](#). For referrals & disclosures, email: suspension-and-debarment@gsa.gov.

509.406-3 Procedures.

(a) *Investigation and referral.*

(1) Refer to the Suspension and Debarment Official matters involving serious contract improprieties or performance deficiencies. Performance deficiencies that continue over a period of time or apply to more than one contract may warrant debarment consideration.

(2) Refer possible criminal or fraudulent activities to the Office of the Inspector General (OIG). See 5 CFR 6701.107, Reporting Waste, Fraud, Abuse, and Corruption. If, after investigation, the OIG believes a cause for debarment exists, it will refer the matter to the Suspension and Debarment Official for consideration of debarment action.

(b) *Reports*. Include in referrals to the Suspension and Debarment Official a report that contains at least the following:

(1) The recommendation and supporting rationale.

(2) A list of parties to be considered for possible debarment, including the contractor, principals, and affiliates. Include last known home, business and email addresses, zip codes, and unique entity identifiers.

(3) A statement of facts.

(4) Copies of documentary evidence and a list of witnesses. Include addresses, email addresses, and telephone numbers. Determine their availability to appear at a fact-finding proceeding and identify the subject matter of their testimony.

(5) GSA's acquisition history with the contractor. Include recent experience, copies of the pertinent contracts, and an explanation of impact debarment would have on GSA programs. OIG referrals do not require this explanation; the Suspension and Debarment Official will obtain the information directly from the contracting activity(s).

(6) A list of any known active or potential criminal investigations, criminal or civil proceedings, or administrative claims before the Board of Contract Appeals.

(c) *Review*. The Suspension and Debarment Official will review the report, and after coordinating with assigned legal counsel —

(1) Initiate debarment action;

(2) Decline debarment action;

(3) Request additional information; or

(4) Refer the matter to the OIG for further investigation and development of a case file.

(d) *Decision making process*.

(1) The Suspension and Debarment Official will provide:

(i) Notice of declinations, proposed debarments, and decisions to the referring activity.

(ii) Notice of proposed debarment to each party being considered for debarment.

(iii) Decision notices to each party after considering information in the administrative record and information and argument submitted by the affected party or parties.

(2) A party proposed for debarment:

(i) Has 30 calendar days after receipt of the notice to respond to the Suspension and Debarment Official, unless an extension has been granted per FAR [9.406-3\(b\)\(1\)](#) or the debarment may become final at the discretion of the Suspension and Debarment Official.

(ii) May request and receive a copy of the administrative record that was the basis for the proposed debarment. If information is withheld, the party will be notified and provided the reason.

(iii) May request the opportunity to present information and argument in person or virtually to the Suspension and Debarment Official. The Suspension and Debarment Official will schedule an oral presentation within 20 calendar days of receipt of the request, unless a longer period of time is requested by the party. An oral presentation is informal and a transcript usually is not made. The party may supplement the oral presentation with written information and arguments.

(iv) Must identify to the Suspension and Debarment Official the information at FAR [9.406-3\(c\)\(3\)\(viii\)](#). For an action other than one based on a conviction or civil judgment, a party may request review and a written finding by a fact-finding official.

(3) Following a review of the record and, if needed, a presentation by the contractor in opposition to the proposed action, the Suspension and Debarment Official will, in actions not based on a conviction or civil judgment, determine whether the contractor's submission in opposition raises a genuine dispute over facts material to the proposed debarment. If not, additional proceedings are not required. If so, and the Suspension and Debarment Official is considering debarment action, the Suspension and Debarment Official will initiate the fact-finding process. The fact-finding official will:

(i) Establish a date for a fact-finding proceeding, normally to be held within 45 days of the determination of who will function as the fact-finding official.

(ii) Grant extensions for good cause.

(iii) Provide notice of the scheduled hearing.

(iv) Provide the parties with a schedule for exchange of documents and witness lists.

(v) Develop an official transcript of the fact-finding proceeding.

(vi) Provide the Government's representative and the contractor with an opportunity to present evidence relevant to the facts at issue. The contractor may appear virtually or by proxy.

(vii) Conduct hearings under rules consistent with FAR [9.406-3](#) pertaining to fact finding. Neither the Federal Rules of Evidence nor the Federal Rules of Civil Procedure govern fact finding. Hearsay evidence may be presented and will be given appropriate weight by the fact-finding official.

(viii) Provide for witness testimony. Witnesses may testify virtually. Witnesses are subject to cross examination.

(ix) Prepare written findings of fact based on a preponderance of the evidence and submit them to both the Suspension and Debarment Official and the contractor within 20 calendar days following the conclusion of the fact-finding proceeding.

509.407 Suspension.

509.407-1 General.

The Suspension and Debarment Official is the designee under FAR [9.407-1\(d\)](#). For referrals & disclosures, email: suspension-and-debarment@gsa.gov.

509.407-3 Procedures.

(a) *General.* The procedures in [509.406-3](#) apply to suspension actions except as noted in paragraph (b) of this section.

(b) *Fact-finding.*

(1) Fact-finding will not be conducted in an action:

(i) Based on an indictment.

(ii) When the Suspension and Debarment Official finds no genuine dispute of material facts.

(iii) When the Suspension and Debarment Official determines to terminate the suspension action and not issue a notice of proposed debarment.

(2) If the action is not based on an indictment, the Suspension and Debarment Official must coordinate with the Department of Justice, U.S. Attorney's office, State attorney general's office, or a state or local prosecutor's office through OIG. Based on the advice received, the Suspension and Debarment Official will determine if fact-finding would impair substantial interests of the Federal or state Government.

Subpart 509.5 - Organizational and Consultant Conflicts of Interest.

509.503 Waiver.

The Head of Contracting Activity (HCA) for the respective contracting activity requesting the waiver is the designee under FAR [9.503](#).

Part 511 - Describing Agency Needs

Subpart 511.2 - Selecting and Developing Requirements Documents

511.204-70 Contract clauses prescriptions.

(a) Supplies and services.

(1) *Specifications and drawings*. Insert the clause at [552.211-72](#), Reference to Specifications in Drawings, in solicitations and contracts, including commercial services and commercial products, that contain military or other drawings.

(2) *Supply packing list*. Insert the clause at [552.211-77](#), Packing List, in supply solicitations and contracts, including commercial products. Use the clause with its Alternate I in solicitations and contracts for all Federal Supply Schedule contracts.

(3) *Shelf-life supplies*. Insert the clause at [552.211-79](#), Acceptable Age of Supplies, in supply solicitations and contracts, including commercial products, if the required shelf-life period is 12 months or less, and lengthy acceptance testing may be involved. For items having a limited shelf-life and when required by the program director, use the clause with its Alternate I.

(4) *Shelf-life delivery*. Insert the clause at [552.211-80](#), Age on Delivery, in supply solicitations and contracts, including commercial products, if the required shelf-life period is more than 12 months, or when source inspection can be performed within a short time period.

(5) *Stock replenishment contracts*. Insert the clause at [552.211-81](#), Time of Shipment, in supply or service solicitations and contracts, including commercial services and commercial products when a stock replenishment contract is contemplated that does not include the clause at [552.211-83](#) and requires shipment within 45 calendar days after receipt of the order. Use the clause with its Alternate I if shipment is required after 45 days of receipt of the order.

(6) *Indeterminate testing time*. Insert the clause at [552.211-83](#), Availability for Inspection, Testing, and Shipment/Delivery, in supply or service solicitations and contracts, including commercial services and commercial products, that provide for source inspection by Government personnel and that require lengthy testing for which time frames cannot be determined in advance. Use the clause with its Alternate I if the contract is for stock items.

(7) *Stock program time of delivery*. Insert the clause at [552.211-94](#), Time of Delivery, in supply solicitations and contracts, including commercial products, for the Stock Program.

(b) Supplies and services that exceed the simplified acquisition threshold.

(1) *Marking*. Insert the clause at [552.211-73](#), Marking, in supply solicitations and contracts that exceed the simplified acquisition threshold, including

commercial products, when deliveries may be made to both civilian and military activities.

(2) *Preservation*. Insert the clause at [552.211-75](#), Preservation, Packaging, and Packing, in supply solicitations and contracts, including commercial products. The contracting officer may also include the clause in contracts estimated to be at or below the simplified acquisition threshold when appropriate. Use the clause with its Alternate I in solicitations and contracts for all Federal Supply Schedule contracts.

(3) *Packaging*. Insert the clause at [552.211-76](#), Charges for Packaging, Packing, and Marking, in supply solicitations and contracts that exceed the simplified acquisition threshold, including commercial products, to be delivered to GSA distribution centers.

(4) *Package requirements*. Insert the clause at [552.211-85](#), Consistent Pack and Package Requirements, in supply solicitations and contracts that exceed the simplified acquisition threshold, including commercial products, when deliveries may be made to both civilian and military activities.

(5) *Shipping container weight*. Insert the clause at [552.211-86](#), Maximum Weight Per Shipping Container, in supply solicitations and contracts that exceed the simplified acquisition threshold, including commercial products, when deliveries may be made to both civilian and military activities.

(6) *Export packing*. Insert the clause at [552.211-87](#), Export Packing, in supply solicitations and contracts that exceed the simplified acquisition threshold, including commercial products, when deliveries may be made to both civilian and military activities.

(7) *Vehicle export*. Insert the clause at [552.211-88](#), Vehicle Export Preparation, in supply solicitations and contracts that exceed the simplified acquisition threshold, including commercial products, when deliveries may be made to both civilian and military activities.

(8) *Wood packaging*. Insert the clause at [552.211-89](#), Non-Manufactured Wood Packaging Material for Export, in supply solicitations and contracts that exceed the simplified acquisition threshold, including commercial products, when deliveries may be made to both civilian and military activities overseas.

(9) *Small parts*. Insert the clause at [552.211-90](#), Small Parts, in supply solicitations and contracts that exceed the simplified acquisition threshold, including commercial products, when deliveries may be made to both civilian and military activities.

(10) *Vehicle identification*. Insert the clause at [552.211-91](#), Vehicle Decals, Stickers, and Data Plates, in supply solicitations and contracts that exceed the simplified acquisition threshold, including commercial products, when deliveries may be made to both civilian and military activities.

(11) *Supply tagging*. Insert the clause at [552.211-92](#), Radio Frequency Identification (RFID) using Passive Tags, in supply solicitations and contracts that exceed the simplified acquisition threshold, including commercial products, when deliveries may be made to military activities.

Subpart 511.4 - Liquidated Damages

511.403 Contract clauses.

For construction-related clauses, see [536.101-7](#).

Subpart 511.5 - Priorities and Allocations

511.500 Scope of subpart.

The General Services Administration (GSA) is authorized to use the Defense Priorities and Allocations System (DPAS) for supply acquisitions in support of authorized Department of Homeland Security (DHS), Department of Energy (DoE), and Department of Defense (DoD), also known as Department of War (DoW), programs.

511.502 General.

This authority was delegated to GSA from the Department of Commerce (DOC) Office of Strategic Industries and Economic Security (SIES) in [Delegation #3](#). Detailed information on DPAS operations, procedures, special priorities assistance, and compliance can be found at FAR [Subpart 11.5](#), [15 CFR 700](#) and [Executive Order \(E.O.\) 13603](#), as amended by [E.O. 14391](#).

Under [Delegation #3](#), GSA is authorized to place both DO and DX rated orders under Federal Supply Schedules (FSS), Governmentwide Acquisition Contracts (GWACs), and open market contracts on behalf of DoW, DoE, and DHS. When GSA serves as the acquisition agent for these agencies, it does not need to be formally identified in the rating authority (RA) document issued by the Office of Strategic Industries and Economic Security (SIES).

511.503 Procedures.

(a) Essential Elements for Rated Order. In addition to all FAR and GSAR regulatory requirement, rated contracts or orders must include the elements detailed in [15 CFR 700.12](#) and be customized as follows:

(1) Priority Rating Symbol and Program Identification:

(i) GSA DO-rated orders (internal and external): Must use the program identification symbol "K1" or the program identification from one of the three agencies (DHS, DoE, or DoW), or their designee.

(ii) GSA DX-rated orders (for other agencies): GSA contracting officers can only place DX-rated orders when acting as the procuring agent for DoW or DoE, and only after receiving a DX-rated contract or order from either department. In such cases, GSA must use the requesting agency's program identification symbol from the [Schedule I to Part 700 — Approved Programs and Delegate Agencies](#) or DoD Master Urgency List (MUL) for classified acquisitions.

(2) Required Delivery Date: A specific delivery date is mandatory. The words "as soon as possible" or "immediately" do not constitute a required delivery date. The date can be a specific calendar date or a specified number of days "After Receipt of Order" (ARO).

(b) Schedule Contracts and DPAS Ratings. Multiple Award Schedule (MAS) and Single Award Schedule contracts are not rated at the time of their initial award.

(c) Limitations of Use.

(1) The authority delegated to GSA must not be used to support the procurement of any product or service that —

(i) Are commonly available in commercial markets for general consumption;

(ii) Do not require major modification when purchased for approved program use;

(iii) Are readily available in sufficient quantity so as to cause no delay in meeting approved program requirements; or

(iv) The authority delegated to GSA must not be used to support the procurement of any product or service that is to be used primarily for administrative purposes (including Federal Supply Classification (FSC) classes, groups, or items), such as for personnel or financial management.

Part 512 - Acquisition of Commercial Products and Commercial Services

512.205 Solicitation provisions and contract clauses.

(a) *Contract provisions.* Only include the provisions in the following table in solicitations, when applicable based on the provision prescription:

Table 512-2 — Provisions to include as prescribed.

Number	Title
552.223-72	Hazardous Material Information
552.236-74	Evaluation of Options
552.236-75	Evaluation Exclusive of Options
552.240-70	Notice of Evaluation of Supply Chain Risk

(b) *Required clauses.* Only include the clauses in the following table in solicitations and contracts, when applicable based on the clause prescription:

Table 512-3 — Clauses to include as prescribed.

Number	Title
552.204-9	Personal Identity Verification Requirements
552.211-72	Reference to Specifications in Drawings.
552.211-73	Marking.
552.211-75 with Alt I	Preservation, Packaging, and Packing. with Alternate I
552.211-76	Charges for Packaging, Packing, and Marking.
552.211-77	Packing List.
552.211-79 with Alt I	Acceptable Age of Supplies. with Alternate I
552.211-80	Federal Excise Tax-DC Government
552.211-81 with Alt I	Time of Shipment. with Alternate I
552.211-83	Availability for Inspection, Testing, and Shipment/Delivery.
552.211-85	Consistent Pack and Package Requirements.
552.211-86	Maximum Weight per Shipping Container.
552.211-87	Export Packing.
552.211-88	Vehicle Export Preparation. Inc

552.211-89	Non-manufactured Wood Packaging Material for Export.
552.211-90	Small Parts.
552.211-91	Vehicle Decals, Stickers, and Data Plates.
552.211-92	Radio Frequency Identification (RFID) Using Passive Tags.
552.211-94	Time of Delivery.
552.216-90	Economic Price Adjustment
552.219-70	Allocation of Orders - Partially Set-aside Items.
552.223-70	Hazardous Substances
552.223-71	Nonconforming Hazardous Materials
552.223-73	Preservation, Packaging, Packing, Marking, and Labeling of Hazardous Materials (HAZMAT) For Shipments.
552.228-5	Government as Additional Insured
552.229-71	Federal Excise Tax-DC Government
552.232-23	Assignment of Claims Supplement
552.232-39	Unenforceability of Unauthorized Obligations.
552.232-70	Incrementally Funded Fixed-Price Contracts for Severable Services
552.232-78	Commercial Supplier Agreements - Unenforceable Clauses.
552.236-6	Superintendence by the Contractor
552.236-15 with Alt I, II, III	Schedules for Construction Contracts
552.236-70	Authorities and Limitations
552.236-72 with Alt I	Submittals

552.236-74	Evaluation of Options
552.236-77	Government's Right to Exercise Options
552.236-79	Construction-Manager-as-Constructor
552.236-80	Accounting Records and Progress Payments
552.236-81	Commencement, Prosecution, and Completion of Work
552.236-82	Substantial Completion
552.236-83	Liquidated Damages-Construction
552.236-84	Time Extensions
552.237-71	Qualifications of Employees
552.237-73	Restriction on Disclosure of Information
552.239-7001	Basic Safeguarding of Data within Large Language Model Artificial Intelligence Systems
552.240-71	Supply Chain Risk
552.243-71	Equitable Adjustments
552.246-70	Source Inspection by Quality Approved Manufacturer
552.246-71	Source Inspection by Government
552.246-72	Final Inspection and Tests

(c) *FAR deviation.*

(1) Include GSA deviated clause [GSAR 552.212-4](#), Terms and Conditions – Commercial Products and Commercial Services, in solicitations and contracts for commercial products and commercial services in lieu of FAR 52.212-4.

(2) The GSA deviated clause to FAR 52.212-4 replaces or adds certain paragraphs in FAR 52.212-4 (i.e., paragraphs (g), (r), (s) and (v)). These modified paragraphs incorporate statutory requirements, details the application of these statutory requirements to standard commercial supplier agreements, specifies terms and conditions that are unacceptable to the Government, and identifies which

terms cannot be tailored. Terms and conditions not so identified *can* be tailored, consistent with FAR [12.205\(b\)\(1\)\(ii\)](#) and the GSA Acquisition Handbook.

(d) *Discretionary use of GSAR provisions and clauses.* Other GSAR provisions and clauses may be included, consistent with the limitations contained in FAR [12.205\(b\)\(ii\)](#).

Subpart 512.4 - Micro-purchases

512.401 General (FAR DEVIATION).

For commercial micro-purchases, including those made with the Governmentwide purchase card, insert [GSAR clause 552.232-39](#), Unenforceability of Unauthorized Obligations, which automatically applies to any micro-purchase, in lieu of FAR clause 52.232-39 (see [GSAR 532.706-3](#) for more details).

Part 513 - Simplified Procedures for Noncommercial Acquisitions

Reserved

Part 514 - Sealed Bidding

Reserved

Part 515 - Contracting by Negotiation

515.5 - Unsolicited Proposals

In accordance with FAR [15.502](#), GSA's Office of Small and Disadvantaged Business Business Utilization (OSDBU) provides information for potential offerors of unsolicited proposals at <https://www.gsa.gov/unsolicitedproposal>.

Part 516 - Types of Contracts

Subpart 516.2 - Fixed Price Contracts

516.203 Fixed-price contracts with economic price adjustment (EPA).

516.203-4 Contract clauses.

The contracting officer-

(a) May insert the clause at [552.216-90](#), Economic Price Adjustment, in solicitations and contracts, including those for commercial products and commercial services, when contemplating using an economic price adjustment clause-

(1) Other than any of the FAR clauses prescribed in [FAR 16.203-4](#)(a), (b), or (c);
or

(2) Based on cost indexes of labor or material as described in FAR [16.203-4](#)(d).

(b) Must use the clause with its Alternate I in Federal Supply Schedule contracts. This clause must be modified by substituting the words 'Contracting Officer' for the words 'Federal Supply Schedule Contracting Officer' wherever the words appear in the clause.

Subpart 516.5 - Indefinite-Delivery Contracts

516.505-70 Contract clause.

Insert the clause at [552.216-75](#), Transactional Data and Contract Access Fee Requirements, in solicitations and contracts for GSA-awarded Governmentwide acquisition contracts and multi-agency contracts when the collection of transactional data is contemplated. This clause is not applicable to Federal Supply Schedule (FSS) contracts, GSA SmartPay® contracts, GSA City Pair Program contracts, or GSA E-Gov/Go.gov Travel Service contracts.

Part 517 - Special Contracting Methods

Reserved

Part 519 - Small Business

Subpart 519.1 - Presolicitation

519.104 Small business set-asides.

519.104-3 Small business set-aside clauses.

Insert [GSAR clause 552.219-70](#), Allocation of Orders — Partially Set-Aside Items, in solicitations and contracts, including those for commercial products, when a requirements contract for supplies is contemplated that will involve partially setting aside orders for small business. This clause is optional for commercial construction contracts.

Part 522 - Application of Labor Laws to Government Acquisitions

Subpart 522.10 - Service Contract Labor Standards.

522.1002 Presolicitation.

522.1002-1 Applicability.

The Service Contract Labor Standards (SCLS) statute applies to local office relocation moves if transportation costs are incidental to the contract's principal purpose of the contract. Such contracts do not meet the exemption cited in FAR [22.1002-1\(c\)\(3\)](#) or [22.1002-1\(f\)\(1\)\(vii\)](#). GSA's Public Buildings Service (PBS) coordinates relocation services across the Federal government. Contracting officers must therefore ensure that wage determinations, contract clauses, and solicitation provisions are applied accurately and in accordance with applicable labor requirements. The use of moving trucks alone does not make a relocation requirement an exempt transportation contract. Rather, contracting officers must assess the principal purpose of the acquisition. When the contract is primarily for office relocation services and vehicle use is incidental to those services, the Service Contract Labor Standards statute applies unless another valid exemption is available.

Part 523 - Sustainable Acquisition, Material Safety, and Pollution Prevention

Subpart 523.3 - Material Safety

523.304 Contract clauses.

(a) Insert the GSAR clause at [552.223-70](#), Hazardous Substances, in solicitations and contracts, including those for commercial products and services, for packaged items subject to the Federal Hazardous Substances Act and the Hazardous Materials Transportation Act.

(b) Insert the GSAR clause at [552.223-71](#), Nonconforming Hazardous Materials, in solicitations and contracts, including those for commercial products and services, for supplies that contain hazardous materials.

(c) Insert the GSAR clause at [552.223-73](#), Preservation, Packaging, Packing, Marking, and Labeling of Hazardous Materials (HAZMAT) for Shipments, in solicitations and contracts, including those for commercial products and services, for packaged items containing hazardous materials.

523.370 Solicitation provision.

Insert the GSAR provision at [552.223-72](#), Hazardous Material Information, in solicitations that provide for the delivery of hazardous materials on an f.o.b. origin basis including those for commercial products and services.

Part 525 - Foreign Acquisition

Reserved

Part 527 - Patents, Data, and Copyrights

Reserved

Part 528 - Bonds and Insurance

Subpart 528.3 - Insurance

528.310 Contract clause for work on a Government installation.

Insert the GSAR clause at [552.228-5](#), Government as Additional Insured, in solicitations and contracts for building services and construction-related services

that are expected to exceed the simplified acquisition threshold, including those for commercial products or commercial services, and require work on a Government installation.

528.311 Solicitation provision and contract clause on liability insurance under cost-reimbursement contracts.

528.311-1 Contract clause.

Use the clause at [FAR 52.228-7](#), Insurance–Liability to Third Persons, in solicitations and contracts, other than those for construction and those for architect-engineer services, when a cost reimbursement contract is contemplated, unless the head of the contracting activity waives the requirement for use of the clause.

Part 529 - Taxes

Subpart 529.4 - Contract Clauses

529.470 Domestic contract clauses.

Insert the GSAR clause at [552.229-71](#), Federal Excise Tax — DC Government, in all solicitations and contracts for indefinite-delivery contracts (including the MAS FSS), including those for commercial products and services, that allow the District of Columbia Government to place orders under the contract.

Part 532 - Contract Financing

Subpart 532.7 - Contract Funding

532.701 Incrementally funded fixed-price contracts for severable services.

Generally, a fixed-price contract must be fully funded. However, fixed-price contracts for severable services (meaning services that are continuing and ongoing in nature — such as help-desk support, maintenance, or janitorial services — for which a benefit is received each time the service is rendered) may be incrementally funded, provided, that the contract has an initial amount fully funded and obligated to provide for both the initial work allotment of the contract (i.e., the initial term of months of service) and any costs for termination of the contract.

Any additional funding added to the contract must fully fund additional increments of service.

532.706 Contract clauses.

532.706-2 Contract clause for incrementally funded fixed-price contracts for severable services.

Insert the GSAR clause at [552.232-70](#), Incrementally funded fixed-price contracts for severable services, in all solicitations and contracts, including those for commercial services, that contemplate fixed-price contracts for severable services and will use incremental funding.

532.706-3 Contract clauses for unenforceability of unauthorized obligations (FAR DEVIATION).

GSA has a deviation from FAR 52.232-39 that allows use of the clause in paragraph (a) of this section in lieu of the FAR clause at 52.232-39.

(a) Insert the GSAR clause at [552.232-39](#), Unenforceability of Unauthorized Obligations in all solicitations and contracts, including those for commercial products and commercial services, in lieu of the FAR clause at 52.232-39.

(b) Insert the GSAR clause at [552.232-78](#), Supplier Agreements – Unenforceable Clauses, in all solicitations and contracts, including those for commercial products and commercial services, (including orders for commercial products and commercial services).

Subpart 532.8 - Assignment of Claims

532.806 Contract clause.

Insert the GSAR clause at [552.232-23](#), Assignment of Claims Supplement, in all solicitations and indefinite quantity or requirements contracts, including those for commercial products and commercial services, in which the FAR clause at 52.232-23 is used.

Part 533 - Protests, Disputes, and Appeals

Subpart 533.1 Protests

533.102 Definitions.

“Agency Protest Official” means the official in the Office of Acquisition Policy (OAP) designated to independently review and decide procurement protests filed with GSA when the protester requests an independent review of their protest at a level above the contracting officer.

“Deciding official” means the person chosen by the protester to decide the agency protest; it may be either the contracting officer or the Agency Protest Official for GSA.

533.103 Reserved.

533.104 Protests to the agency.

533.104-70 Filing a protest.

(a) Any protester filing an agency protest has the choice of requesting either that the contracting officer or the Agency Protest Official decide the protest. If the protest is silent on this matter, the contracting officer will decide the protest. If the protest requests a review at a level above the contracting officer, or by any official other than the contracting officer, the Agency Protest Official will decide the protest. The decision by the Agency Protest Official is an alternative to a decision by the contracting officer on a protest. The Agency Protest Official will not consider an appeal of the contracting officer’s decision on an agency protest.

(b) If an agency protest is filed, the deciding official uses the procedures in FAR 33.104 and this section to resolve the protest. The deciding official will provide a fair and quick review of any protest filed with the agency.

(c) An agency protest is filed when the complete protest is received by the contracting officer. GSA’s hours of operation are 8 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. in the time zone where the proposals are received will be considered received and filed the following business day.

(d) The protest must meet all the following conditions:

- (1) Include the information required by FAR [33.104-4\(a\)\(3\)](#).
- (2) Indicate that it is a protest to the agency.
- (3) Be filed in writing with the contracting officer.

(e) A protester may represent itself or be represented by legal counsel. GSA will not reimburse the protester for any legal fees related to the agency protest.

(f) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

533.104-71 General procedures.

The following procedures apply to information submitted in support of or in response to an agency protest:

- (a) GSA procedures do not provide for any discovery.
- (b) To the extent permitted by law and regulations, the parties may exchange relevant information.
- (c) Any conferences or presentations may take place either by telephone, video conference, or in person, at the deciding official's discretion.
- (d) For pre-award protests, award cannot be issued unless instructed to do so by the HCA in accordance with [FAR 33.104-2\(b\)](#). For post award protests (i.e. protest received within ten (10) days after award or within five (5) days after a debriefing date) the contracting officer must suspend performance unless the HCA makes a determination to proceed under [FAR 33.104-3](#). Any stay of award or suspension of performance remains in effect until the protest is decided, dismissed, or withdrawn.
- (e) The deciding official must obtain legal review of all draft protest decisions as required by GSA Order ADM 5000.4, Office of General Counsel Legal Review.
- (f) The decision of the deciding official must be in writing, dated, and include the following information:
 - (1) Whether the protest was denied, sustained, or dismissed; and
 - (2) The rationale for the decision.
- (g) If the deciding official sustains the protest, relief may consist of any of the following recommendations:
 - (1) Terminating the contract.
 - (2) Recompeting the requirement.
 - (3) Amending the solicitation.
 - (4) Refraining from exercising contract options.
 - (5) Reevaluating the offers or bids
 - (6) Other actions determined appropriate by the deciding official.

533.104-72 Additional procedures.

(a) When the Agency Protest Official (APO) is the deciding official, the following procedures apply in addition to GSAR 533.104-71:

- (1) The contracting officer must ensure that the APO and assigned legal counsel receive a copy of the materials served on the contracting officer within 3 business days after the filing date.
- (2) GSA must ensure the protester receives a redacted copy of the source selection decision, if applicable, within a reasonable time after the protester elects review by the APO.

(3) The APO must hold a scheduling conference with the protester and assigned agency legal counsel as soon as practicable after the protest is filed.

(4) GSA must make a written response to the protest within ten days unless another date is set by the APO. GSA must also provide the protester with a copy of the response on the same day it files the protest response with the APO.

(5) After receipt of the GSA's written response, the protester may submit a supplemental statement to the APO, subject to the timeliness requirements at FAR [33.104-2](#) and [33.104-3](#).

(6) The APO, in his/her discretion, may ask the parties to provide oral presentations and/or to submit other written material related to the protest issues. If oral presentations are held after submission of the agency's written response, they should be limited to resolving issues of material fact identified in advance by the APO. Other parties (e.g., representatives of the program office) may attend the oral presentations, at the discretion of the APO.

(7) If either party believes it is necessary to redact or withhold any information in its written response or other documents, it should identify and provide the information to the APO for *in camera* review.

(b) If the APO sustains a protest, contracting officers must implement the recommended relief for sustained protests within 30 days. If the Contracting Officer cannot meet this timeframe, then they must provide the APO with an explanation and timeline.

Part 536 - Construction and Architect-Engineer Contracts

Subpart 536.1 - General

536.000 Scope of Part.

This part supplements [FAR 36](#) policies and procedures applicable to contracting for construction and architect engineer services. Contracts for construction management services are covered by [FAR 37](#). Part 536 must take precedence when the acquisition involves (1) construction or architect-engineer services, and (2) when the requirement is inconsistent with another part of the GSAR.

Subpart 536.1 Pre-Solicitation

536.101 Construction

536.101-7 Provisions and Clauses

(a) Insert the clause at [552.236-6](#), Superintendence by the Contractor, in solicitations and contracts, including those for commercial services, but excluding those for commercial products, if construction, dismantling, demolition, or removal of improvements is contemplated.

(b) Insert the clause at [552.236-15](#), Schedules for Construction Contracts, in solicitations and contracts, including those for commercial services, but excluding those for commercial products, if construction, dismantling, demolition, or removal of improvements is contemplated. Use the clause-

(1) With its Alternate I when the contract amount is expected to exceed the simplified acquisition threshold and a design-bid-build project delivery method will be followed; or

(2) With its Alternate II when the contract amount is expected to exceed the simplified acquisition threshold and a design-build project delivery method will be followed.

(3) With its Alternate III when the contract amount is expected to exceed the simplified acquisition threshold and a construction-manager-as-constructor project delivery method will be followed.

(c) Insert the clause at [552.236-70](#), Authorities and Limitations, in solicitations and contracts, including those for commercial services, but excluding those for commercial products, if construction, dismantling, demolition, or removal of improvements is contemplated.

(d) Insert the clause at [552.236-72](#), Submittals, in solicitations and contracts, including those for commercial services, but excluding those for commercial products, if construction, dismantling, demolition, or removal of improvements is contemplated. Use the clause with its Alternate I when a design-build project delivery method will be followed.

(e) Insert the provision at [552.236-74](#), Evaluation of Options, in solicitations, including those for commercial services, but excluding those for commercial products, if construction, dismantling, demolition, or removal of improvements is contemplated, and the solicitation contains an option clause and options will be included in the evaluation for award purposes.

(f) Insert the provision at [552.236-75](#), Evaluation Exclusive of Options, in solicitations, including those for commercial services, but excluding those for commercial products, if construction, dismantling, demolition, or removal of improvements is contemplated, and the solicitation includes an option clause and options will not be included in the evaluation for award purposes.

(g) Insert the clause at [552.236-77](#), Government's Right to Exercise Options, in solicitations and contracts, including those for commercial services, but excluding those for commercial products, in solicitations if construction, dismantling,

demolition, or removal of improvements is contemplated, and the solicitation includes an option.

(h) Insert the clause at [552.236-81](#), Commencement, Prosecution, and Completion of Work, in solicitations and contracts, including commercial services, but excluding those for commercial products, if construction, dismantling, demolition, or removal of improvements is contemplated.

(i) Insert the clause at [552.236-82](#), Substantial Completion, in solicitations and contracts, including commercial services, but excluding those for commercial products, if construction, dismantling, demolition, or removal of improvements is contemplated.

(j) Insert the clause at [552.236-83](#), Liquidated Damages-Construction, in solicitations and contracts, including commercial services, but excluding those for commercial products, if construction, dismantling, demolition, or removal of improvements is contemplated, other than cost-plus-fixed-fee, and the contracting officer determines that liquidated damages are appropriate (see FAR 11.401(a)).

(k) Insert the clause at [552.236-84](#), Time Extensions, in solicitations and contracts, including commercial services, but excluding those for commercial products, if construction, dismantling, demolition, or removal of improvements is contemplated, that include the clause at [552.236-83](#).

Subpart 536.5 Reserved

536.506 Superintendence by the contractor.

Insert the clause at [552.236-6](#), Superintendence by the Contractor, in solicitations and contracts, including those for commercial services, but excluding those for commercial products, if construction, dismantling, demolition, or removal of improvements is contemplated.

536.511 Reserved

536.515 Reserved

536.521 Reserved

536.570 Reserved

536.571 Reserved

536.572 Reserved

536.573 Reserved

Subpart 536.71 - Construction-Manager-as-Constructor Contracting

536.7101 Scope of Subpart.

This subpart describes policies and procedures for the use of the CMc project delivery method.

536.7102 Reserved

536.7103 Reserved

536.7104 Reserved

536.7105 Construction Contract Administration.

536.7105-1 Responsibilities.

(a) The design phase services provided by the construction contractor can include, but are not limited to, scheduling, systems analysis, subcontractor involvement, cost-estimating, constructability reviews, cost-reconciliation services, and market analysis.

(b) During the design phase, the architect-engineer contractor and the construction contractor will collaborate on the design and constructability issues. The goal of this collaboration is to establish a final ECW that does not exceed the original target ECW.

(c) No discussions between the architect-engineer contractor and the construction contractor will be considered as a change to the construction contract or design contract unless incorporated by the contracting officer through a modification.

536.7105-2 Guaranteed Maximum Price.

(a) General.

(1) GMP.

(i) The GMP is the ceiling price described by FAR [16.403-2](#).

(ii) The GMP is established at contract award.

(iii) The GMP is subject to adjustment under various standard contract clauses, including the changes clause, differing site conditions clause, and suspensions clause.

(2) ECW.

(i) The proposed ECW incorporated at construction contract award is the target ECW.

(ii) The final ECW should be established prior to completion of the design (i.e. 100 percent construction documents), generally no earlier than completion of 75 percent construction documents.

(iii) The contracting officer must negotiate the final ECW and incorporate it into the construction contract through a bilateral modification prior to exercising the GMP option.

(3) CCA.

(i) The CCA type of allowance may only be used as part of the CMc project delivery method.

(ii) The CCA provides for a contingency relative to a fixed percentage of the ECW, except for the requirements at paragraph (c)(3) of this subsection. The CCA at time of GMP option exercise is subject to negotiation between the contractor and the contracting officer and may be different than the amount at time of contract award.

(iii) The amount of the CCA will depend on the status of design and construction, as well as the complexity and uncertainties of the project. Early phase designs usually include less defined scope and, accordingly, may require a higher initial CCA at time of contract award. Later phase designs may remove uncertainties and reduce risk, allowing for a lower CCA at time of GMP option exercise.

(iv) The CCA will not exceed 3 percent of the ECW, unless approved in writing by the HCA for a higher amount not to exceed 5 percent of the ECW.

(4) Fee for the Construction Work.

(i) The fee may be proposed per phase of construction if each phase is a separate option.

(ii) At time of proposal submission, the offeror must submit a list of the items included within the offeror's home office overhead.

(iii) At time of proposal submission, the fee elements may be expressed as a percentage of the ECW, but will be converted to a fixed amount prior to executing the GMP option.

(iv) The fee for the construction work is not increased or decreased based on fluctuations in the actual costs of the work. The fee may, however be adjusted for changes that are the basis for a change order, including scope changes, differing site conditions, and Government-caused delays.

(v) Any fee for the construction work associated with a change order must not be driven by a fixed percentage. The contracting officer should determine whether the profit included, if any, in a contractor's proposal is reasonable, see FAR 15.404-4 for additional guidance. The limitations of GSAR clause [552.243-71](#), especially markups, still apply for any changes.

(b) Design Phase.

(1) The GMP may be bilaterally modified upward during the design phase only for approved additions to the scope of work.

(2) The GMP may be bilaterally modified downward during the design phase for deletions to the scope of work.

(c) Exercising the GMP Option.

(1) The GMP option must not be exercised until the final ECW is established.

(2) If the sum of the final ECW, CCA, and fee for construction work is less than the GMP as established at contract award or as adjusted in accordance with FAR Part 43, then the contracting officer must adjust the GMP downward accordingly through a bilateral modification to exercise the GMP option.

(3) If the sum of the final ECW, CCA, and fee for the construction work is greater than the GMP as established at contract award or as adjusted in accordance with FAR Part 43, then the contracting officer should work with the contractor to identify measures to reduce the overall GMP. Such measures may include reducing the CCA, reducing the fee, or as a last resort, reducing the scope of the project.

(4) The GMP option will not be exercised if the final ECW, CCA, and fee for the construction work is greater than the GMP as established at contract award or as adjusted in accordance with FAR Part 43.

(d) Construction Phase.

(1) After award of the GMP option, changes in scope may be issued as an adjustment to the GMP or as a stand-alone firm-fixed-price line item.(2) Any changes in scope after award of the GMP option must be reflected by a written modification to the construction contract in accordance with FAR Part [43](#).

(e) Early Work Package.

(1) Early work packages may be used in the procurement that are priced separately or included in the GMP option.

(2) If any early work package exercised reduces the scope of the construction services under the GMP option, the ECW must be reduced, and the CCA, fee for the construction work, and GMP will be adjusted accordingly.

(f) GMP Adjustment.

(1) Any changes to the total GMP or individual parts of the GMP must be incorporated in the contract through a modification.

(2) Any modification that changes the GMP, including modifications for early work packages and fixed price conversions, must clearly state that it includes a change to the GMP and describe the changes to the individual parts of the GMP components in the modification.

(3) Any modification that changes the total GMP, or individual parts of the GMP, is subject to the requirement for a prenegotiation objectives memo and price negotiation memo, including fair and reasonable price determination, per FAR 15.406.

(4) The contracting officer should consult other members of the acquisition team, including the project manager, to analyze and justify any adjustments to the total GMP, or individual parts of the GMP.

536.7105-3 Reserved

536.7105-4 Reserved

536.7105-5 Shared Savings Incentive.

(a) General. The incentive is a shared portion of the difference between the final GMP and the final cost of performance. Cost reductions may be realized by the construction contractor as a result of innovations and efficiencies during the construction phase, such as increased labor productivity or strong material subcontract negotiations.

(b) Share Ratio.

(1) Except as provided in paragraph (2) of this subsection, the share ratio for the construction contractor may range from 30 percent to 50 percent. The share ratio for the construction contractor must not exceed 50 percent. The complexity of the project and the amount of risk to the construction contractor should be considered when determining the ratio. A project with greater risk to the construction contractor should reflect a greater share ratio for the construction contractor.

(2) Subject to the approval of the HCA, the share ratio may be different than that required under paragraph (b)(1) of this subsection. Any such written approval must be documented in the contract file.

(c) Incentive Calculation. The incentive amount is calculated in accordance with the clause at [552.236-79](#) Construction-Manager-As-Constructor.

536.7105-6 Reserved

536.7105-7 Early Work Packages.

(a) Construction services for an early work package must be within the scope of the overall contract.

(b) Early work packages may be part of the initial procurement as a separately priced line item, or the Government and the construction contractor may agree to develop an early work package after award, typically identified toward the beginning of the project.

(c) Early Work Packages Developed After Award.

(1) The parties will bilaterally agree to the scope, schedule, and pricing for any such early work package, and the contract will be modified in accordance with FAR Part 43.

(2) If any such early work package reduces the scope of the construction services under the GMP option, the ECW must be reduced, and the CCA, fee for the construction work, and GMP will be adjusted accordingly.

(3) Any modification to the contract for an early work package is subject to the requirement for a prenegotiation objectives memo and price negotiation memo, including fair and reasonable price determination, per FAR [15.406](#).

(d) Early work packages that are firm-fixed-price are not subject to open book accounting, a shared savings incentive, or the need for determination of final settlement.

536.7105-8 Conversion to Firm-Fixed-Price.

(a) The Government and the construction contractor may bilaterally convert the whole contract to firm-fixed-price.

(b) Conversion to firm-fixed-price may occur after the contingency risks, to be covered by the CCA, have been sufficiently reduced in the best interest of the Government. See FAR [16.103\(b\)](#) for additional guidance for assessing risk management, profit motive, and timing considerations.

(c) Conversion to firm-fixed-price is only permitted pursuant to a written determination from the contracting officer to the contract file supporting the conversion. The contracting officer should consult other members of the acquisition team, including the project manager, to analyze and justify the conversion.

(d) The contracting officer must not agree to a firm-fixed-price in excess of the GMP.

(e) The contracting officer must obtain an independent audit of the construction contractor's costs incurred in the performance of the contract to date, unless the FFP conversion occurs prior to exercising any GMP portion of the contract.

(f) When evaluating the construction contractor's proposal for firm-fixed-price definitization, the contracting officer should compare the anticipated final cost to the firm-fixed-price being proposed. It may be reasonable for the construction contractor to include a contingency for assuming the risk associated with agreeing to the firm-fixed-price. The contracting officer should evaluate this contingency to ensure that the proposed amount reasonably reflects the remaining risks being assumed by the construction contractor. This evaluation may be informed by the history of the project, the balance of the CCA, and other factors.

(g) The modification to convert to a firm-fixed-price is subject to the requirement to obtain cost and pricing data unless one of the exceptions in FAR [15.403-1](#) applies.

(h) The modification to convert to a firm-fixed-price is subject to the requirement for a prenegotiation objectives memo and price negotiation memo, including fair and reasonable price determination, per FAR [15.408](#).

(i) Upon converting to a firm-fixed-price, the contract is no longer subject to open book accounting, a shared savings incentive, or the need for determination of final settlement.

536.7106 Construction Contract Closeout.

Unless the contract has been converted to a standard firm-fixed-price contract (see 536.7105-8) —

(a) The contracting officer will ensure that the construction contractor's proposal for final settlement is accurate and reliable in accordance with the open book accounting practices of the contract.

(b) In accordance with 536.7105-3(c), the contracting officer must obtain an independent audit of the construction contractor's costs.

536.7107 Contract Clauses (FAR DEVIATION).

(a) FAR deviation. GSA has a deviation from FAR 52.216-17 that allows use of the clause [552.236-79](#) in lieu of the FAR clause at 52.216-17. Insert the clause at [552.236-79](#), Construction-Manager-As-Constructor, in solicitations and contracts, including those for commercial services, but excluding those for commercial products, if construction, dismantling, or removal of improvements is contemplated when a CMc project delivery method will be followed in lieu of the FAR clause at 52.216-17.

(b) Insert the clause at [552.236-80](#), Accounting Records and Progress Payments, in solicitations and contracts, including those for commercial services, but excluding those for commercial products, if construction, dismantling, or removal of improvements is contemplated when a CMc project delivery method will be followed and cost accounting standards do not apply.

Subpart 536.72 - Labor Standards for Contracts Involving Construction.

536.7201 Postaward.

536.7202 Administration.

Prime contractors or subcontractors personally performing work are not required to submit weekly certified payrolls and compliance statements if they are actively involved in the management of the enterprise, as defined under 29 CFR Part 541.102, and have bona fide 20% interest in the business per the Department of Labor.

Part 537 - Service Contracting

Subpart 537.1 - Service Contracts-General

537.101 Definitions.

“Contracts for building services” means contracts for services relating to the operation and maintenance of a building (e.g., janitorial, window washing, snow removal, trash removal, lawn and grounds care), inspection, maintenance, repair or replacement of building systems or equipment (e.g., elevators, air-conditioning, heating systems, and protection or guard service).

537.110 Contract clauses for building services.

Except for solicitations and contracts for building services placed under FAR subpart 8.2, insert the clause at [552.237-71](#), Qualifications of Employees, in all solicitations and contracts for building services that are anticipated to exceed the simplified acquisition threshold including those for commercial services.

Subpart 537.2 - Advisory and Assistance Services

537.270 Contract clause.

Insert the GSAR clause at [552.237-73](#), Restriction on Disclosure of Information, in solicitations and contracts for services that may require access to sensitive information including those for commercial products or commercial services.

Part 538 - Federal Supply Schedule Program

538.000 Scope of part.

(a) This part prescribes policies and procedures for the Federal Supply Schedule (FSS) program, which is directed and managed by the General Services Administration (GSA).

538.001 Delegation of authority.

(a) Pursuant to 40 U.S.C. 121, GSA may delegate its authority as related to the FSS program to the head of another federal agency (e.g., the Department of Veterans Affairs). When issuing the delegation, GSA and the delegated agency will coordinate on matters specific to the delegation, including applicability of FSS and agency policy, regulation, provisions, and clauses relevant to the specific delegation.

(b) If, after the delegation is issued, the delegated agency identifies an FSS or agency policy, regulation, provision, or clause as not applicable or in conflict to what was delegated by GSA, the delegated agency may submit a request for exception to the GSA Senior Procurement Executive, along with supporting rationale.

Subpart 538.2 — Establishing and Administering Federal Supply Schedules

538.201 [Reserved]

538.202 Contract clauses.

Insert the following clauses in FSS solicitations and contracts:

- (a) [552.238-77](#), Pricing and Catalog Data.
- (b) [552.238-79](#), Cancellation.
- (c) [552.238-80](#), Transactional Data and Contract Fee Requirements.
- (d) [552.238-82](#), Contractor Initiated Modifications.
- (e) [552.238-83](#), Examination of Records by GSA (Federal Supply Schedules).
- (f) [552.238-112](#), Definitions — Federal Supply Schedule Contracts.
- (g) [552.238-113](#), Authorities Supporting Use of Federal Supply Schedule Contracts.
- (h) [552.238-115](#), Order-Level Materials Requirements.
- (i) [552.238-116](#), Option to Extend the Term of the FSS Contract.
- (j) [552.238-117](#), Failure to Provide Accurate Information — Price Adjustment.
- (k) [552.238-190](#), Federal Supply Schedule Contractor Team Arrangements.
- (l) [552.238-191](#), Federal Supply Schedule Contract Requirements.
- (m) [552.238-192](#), Federal Supply Schedule Order-level Requirements.
- (n) [552.238-193](#), Product Offering and Sales Requirements.
- (o) [552.238-194](#), Sales Criteria.

Subpart 538.70 — Use of Federal Supply Schedule Contracts by Eligible Non-Federal Entities

538.7000 Scope of subpart.

This subpart prescribes policies and procedures for implementing statutory, regulatory, and other authorities that authorize use of Federal Supply Schedule (FSS) contracts by eligible non-Federal entities.

538.7001 Definitions.

As used in this subpart —

Eligible means an entity that meets the requirements prescribed by statute, regulation, or other authority for purposes of being able to use FSS contracts. Information about GSA's FSS eligibility process is available at <https://www.gsa.gov/eligibilitydeterminations>.

Non-Federal entity means any State, local, territorial, or Tribal government, or any instrumentality thereof (including any local educational agency or institution of higher education); and any other non-Federal organization (e.g., a qualified nonprofit agency as defined in 40 U.S.C. 502(b)).

Preparedness means actions that may include, but are not limited to: planning, resourcing, organizing, equipping, training, and conducting exercises to improve, build and sustain the capabilities necessary to prevent, protect, mitigate, respond, and recover from a disaster.

Recovery means actions taken to assist communities affected by an incident to recover effectively. This includes, but is not limited to, actions to restore, redevelop, and revitalize the health, social, economic, natural, and environmental fabric of the community. Recovery may begin while response is still occurring.

Response means actions taken during a disaster, or in its aftermath, in order to save lives, protect property and the environment, and meet basic human needs. Response also includes the execution of emergency plans and actions to enable recovery from a disaster.

538.7002 Authorities.

Various laws, regulations, and other authorities allow eligible non-Federal entities to use FSS contracts. This section identifies some of the common authorities allowing eligible non-Federal entities to use FSS contracts. See <https://www.gsa.gov/eligibilitydeterminations> for additional information about the authorities available.

538.7002-1 Cooperative purchasing program.

40 U.S.C. 502(c) allows State or local governments, as defined in 40 U.S.C. 502(c)(3), to purchase the types of supplies and services described in 40 U.S.C. 502(c). The supplies and services described in 40 U.S.C. 502(c) are limited to those available under the Information Technology Category, and the Security and Protection Category (or successor category(ies)). The GSA program that implements this authority is called the Cooperative Purchasing program.

538.7002-2 Disaster purchasing program.

- (a) 40 U.S.C. 502(d) allows State or local governments, as defined in 40 U.S.C. 502(c)(3), to purchase supplies or services that are to be used to facilitate —
- (1) Disaster preparedness or response;
 - (2) 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
 - (3) Recovery from terrorism, nuclear, biological, chemical, or radiological attack.
- (b) The GSA program that implements this authority is called the Disaster Purchasing program.

538.7002-3 Public health emergencies program.

42 U.S.C. 247d allows State or local governments, as defined in 40 U.S.C. 502(c)(3), to purchase supplies and services when expending Federal grant funds in response to a public health emergency declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act. The GSA program that implements this authority is called the Public Health Emergencies program.

538.7002-4 Qualified nonprofit agencies for the blind or other severely disabled.

40 U.S.C. 502(b) allows qualified nonprofit agencies for the blind or other severely disabled, as defined by 41 U.S.C. 8501, that are providing a commodity or service to the Government under 41 U.S.C. chapter 85, to purchase supplies or services. Purchases under this authority must be used directly in making or providing to the Government a commodity or service that has been determined by the Committee for Purchase From People Who Are Blind or Severely Disabled under 41 U.S.C. 8503 to be suitable for procurement by the Government.

538.7002-5 Qualified relief or disaster assistance organizations.

40 U.S.C. 502(e) allows the American National Red Cross and other qualified organizations, as defined in 40 U.S.C. 502(e)(3), to purchase supplies or services. Purchases under this authority by the American National Red Cross shall be used in furtherance of the purposes of the American National Red Cross set forth in 36 U.S.C. 300102. Purchases under this authority by other qualified organizations shall be used in furtherance of purposes determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency.

538.7002-6 Indian Self-Determination and Education Assistance Act (ISDEAA).

(a) 25 U.S.C. 5324(k) allows Tribal organizations, as defined in 25 U.S.C. 5304, that have an active ISDEAA contract, grant, or cooperative agreement to purchase supplies or services for the purposes of carrying out the ISDEAA contract, grant, or cooperative agreement.

(b) 25 U.S.C. 5370 allows Indian Tribes, as defined in 25 U.S.C. 5304, that have an active ISDEAA compact or funding agreement to purchase supplies or services for the purposes of carrying the ISDEAA compact or funding agreement.

(c) 25 U.S.C. 5396 allows Indian Tribes, as defined in 25 U.S.C. 5304, that have an active ISDEAA compact or funding agreement to purchase supplies or services for the purposes of carrying out the ISDEAA compact or funding agreement.

538.7002-7 Native American Housing Assistance and Self Determination Act (NAHASDA).

25 U.S.C 4111(j) allows Indian Tribes, as defined in 25 U.S.C. 4103, and tribally designated housing entities, as defined in 25 U.S.C. 4103, that have an active NAHASDA contract, grant, or cooperative agreement to purchase supplies and services for the purposes of carrying out the NAHASDA contract, grant, or cooperative agreement.

538.7002-8 Urban Indian organizations.

25 U.S.C. 1660g(e) allows Urban Indian organizations, as defined in 25 U.S.C. 1603, that have an active contract or grant pursuant to 25 U.S.C. chapter 18 subchapter IV to purchase supplies and services for the purposes of carrying out the contract or grant.

538.7002-9 Tribally controlled schools.

25 U.S.C. 2507(a)(6) allows tribally controlled schools, as defined under 25 U.S.C. 2511, that have an active grant pursuant to 25 U.S.C. chapter 27 to purchase supplies or services for the purposes of carrying out the grant.

538.7002-10 1122 Program.

10 U.S.C. 281 allows States and units of local government, as defined in 10 U.S.C. 281, to purchase equipment suitable for counter-drug, homeland security, and emergency response activities through the Department of Defense. GSA, in coordination with the Secretary of Defense, produces and maintains a catalog in accordance with the procedures established by the Secretary of Defense. The catalog includes access to equipment available under FSS contracts. States and units of local government interested in using the 1122 program should contact their designated State point of contact.

538.7003 Non-Federal entity requirements.

Only non-Federal entities that are eligible may use FSS contracts. Use of FSS contracts by eligible non-Federal entities is voluntary. The following requirements apply to eligible non-Federal entities who decide to use FSS contracts:

(a) FSS contractors are not obligated to accept orders or enter into blanket purchase agreements; however, they are encouraged to do so.

(b) Purchases cannot be made for personal use.

(c) Purchases cannot be for resale, unless specifically authorized.

(d) At a minimum, purchases shall comply with —

(1) FSS ordering guidance. Information about GSA's FSS contracts, including ordering guidance is available at <https://www.gsa.gov/schedules>; and

(2) Any conditions of the underlying authority(ies) supporting the use of FSS contracts (e.g., 40 U.S.C. 502(c) limits purchases to specific supplies and services available under the FSS program).

(e) An eligible non-Federal entity's eligibility cannot be transferred to a third party (e.g., a subcontractor) or successor entity.

538.7004 GSA responsibilities.

(a) *Eligibility determination process.* GSA may need to make a determination of eligibility to support a non-Federal entity's use of FSS contracts. See <https://www.gsa.gov/eligibilitydeterminations> for information about eligibility.

(b) *Oversight.* To ensure proper use of and access to FSS contracts by eligible non-Federal entities, GSA may take any action within its authority as deemed necessary to deny, limit, or restrict use of FSS contracts, in whole or in part. Reasons may include, but are not limited to —

(1) A change in an underlying authority;

(2) A change in the terms and conditions of the FSS program or FSS contracts;

(3) A failure by an eligible non-Federal entity to comply with the requirements of 538.7003; or

(4) Use by an ineligible non-Federal entity.

538.7005 Contract clause.

Insert the clause at [552.238-114](#), Use of Federal Supply Schedule Contracts by Eligible Non-Federal Entities, in FSS solicitations and contracts.

Subpart 538.71 — Federal Supply Schedule Ordering Procedures

538.7100 Scope of subpart.

This subpart prescribes the procedures for placing orders and establishing blanket purchase agreements (BPAs) against Federal Supply Schedule (FSS) contracts. Learn more about the FSS program at <http://www.gsa.gov/schedules>.

538.7101 Definitions.

As used in this subpart —

Ordering activity means an entity that is eligible to place orders or establish BPAs against FSS contracts.

Order-level materials (OLMs) means products, services, and/or solutions (a combination of products and/or services) acquired in direct support of an order placed against a FSS contract, including orders under FSS BPAs, when the products, services, and/or solutions are not known at the time of FSS contract or FSS BPA award. OLM pricing is not established in FSS contracts or FSS BPAs.

538.7102 General.

538.7102-1 FSS program.

(a) The procedures in this subpart constitute competitive procedures and meet the requirements of the Competition in Contracting Act (see 41 U.S.C. 152(3)).

(b) Unless otherwise prescribed, FAR parts [5](#), [6](#), [14](#), [15](#), [16](#), and [19](#) do not apply to this subpart.

(c) Requirements that substantially or to a dominant extent specify performance of architect-engineer services (as defined in FAR 2.101) are not within scope of the FSS program (see 40 U.S.C. 1103 note).

(d) Two or more FSS contractors can combine their offerings and propose a FSS contractor team arrangement (CTA) to meet an ordering activity's needs. Learn more about FSS CTAs at <http://www.gsa.gov/schedules>.

(e) In performance of a FSS order, including orders under FSS BPAs, a FSS contractor may acquire products, services, or solutions from other FSS contractors.

(f) The Governmentwide commercial purchase card or other authorized means may be used —

(1) As a payment mechanism for orders, regardless of dollar amount, subject to any applicable limitations (e.g., limitations established by the FSS BPA, ordering activity policies, or the Governmentwide commercial purchase card program).

(2) To place orders, regardless of dollar amount subject to any applicable limitations (e.g., limitations established by the FSS BPA, ordering activity policies, or the Governmentwide commercial purchase card program).

538.7102-2 Placing FSS orders and establishing FSS BPAs.

(a) To solicit quotations for orders and BPAs against FSS contracts, issue a Request for Quotation (RFQ). A quotation is not an offer. Consequently, the procedures described in this subpart are not considered negotiations or source selection. Ordering activities are not required to have evaluation plans, score quotations, or establish a competitive range before communicating with quoters or soliciting revised quotations. To maximize efficiency, ordering activities are encouraged to use innovative RFQ approaches when placing orders and establishing FSS BPAs. Learn more about innovative RFQ approaches in the Periodic Table of Acquisition Innovations at <https://acquisitiongateway.gov/periodic-table>.

(b) Ordering activities must —

(1) Follow FAR parts [4](#), [7](#), [10](#), and [11](#), to the extent necessary, for purposes of planning, conducting market research, and defining their needs. For example, ordering activities may use FSS e-tools (e.g., [GSA Advantage!®](#)) to search for and compare products, services, and solutions offered under the FSS program.

(2) Comply with the requirements of [FAR 12.104\(b\)](#) when placing an order, including orders under FSS BPAs, using a contract type other than fixed-price.

(3) Check the System for Award Management (SAM.gov) for active contractor exclusion records prior to award.

(4) Award the FSS order to (or establish the FSS BPA with) the FSS contractor that represents the best value (as defined by FAR [2.101](#)) and notify any unsuccessful quoters.

(5) Document the file to the extent necessary to support the award decision, such as demonstrating that each quotation submitted by an FSS contractor in response to an RFQ was fairly considered. See 538.7104-3 for additional documentation requirements when the order is to be placed, or FSS BPA established, on a sole source basis.

(6) If an unsuccessful quoter requests information on an award within 3 days after the date on which that quoter received notification of contract award, provide a brief explanation of the award decision that explains why the unsuccessful quoter was not selected.

(c) Ordering activities may —

(1) Set aside, reserve or otherwise place orders or establish FSS BPAs with small business concerns identified in FAR part [19](#).

(2) Seek further price discounts or other concessions before placing an order or establishing a FSS BPA.

(3) Place orders orally when using the procedures in 538.7103-1 or 538.7103-2(a).

(d) Ordering activities are not required to —

(1) Determine contractor responsibility at the order level or BPA level as contractor responsibility has been determined at the FSS contract level.

(2) Make a fair and reasonable price determination for FSS products, services, or solutions at the order level or BPA level as FSS contract pricing has been determined fair and reasonable.

538.7103 Procedures.

These procedures apply to placing orders and establishing BPAs against FSS contracts. See 538.7104-1(d) for placing orders against FSS BPAs.

538.7103-1 Acquisitions valued at or below the micro-purchase threshold.

(a) Place order or establish BPA with any FSS contractor that can meet the need.

(b) Although not required to solicit from a specific number of FSS contractors, ordering activities should attempt to distribute orders among FSS contractors.

538.7103-2 Acquisitions valued above the micro-purchase threshold, but not above the simplified acquisition threshold (SAT).

(a) When the product, service, or solution is clearly defined and is available for purchase at a fixed-price (e.g., capability-as-a-service, subscription, training) place the order after —

(1) Considering reasonably available information about the product, service, or solution by surveying three or more FSS contractors on [GSA Advantage!®](#);

(2) Considering reasonably available information about the product, service, or solution by reviewing the FSS contract catalogs of three or more FSS contractors;

(3) Publishing an RFQ on GSA's [eBuy](#); or

(4) Issuing an RFQ to three or more FSS contractors.

(b) When the product, service, or solution is not clearly defined, involves OLMs, requires a statement of objectives, statement of work, or performance work statement, or is not available for purchase at a fixed-price —

(1) Publish an RFQ on GSA's [eBuy](#); or

(2) Issue an RFQ to three or more FSS contractors.

(c) When the product, service, or solution is to be procured on a sole source basis, execute a justification in accordance with 538.7104-3(a).

538.7103-3 Acquisitions valued above the SAT.

(a) Unless a justification is executed and approved in accordance with 538.7104-3(b) —

- (1) Publish an RFQ on GSA's [eBuy](#); or
 - (2) Issue an RFQ to as many FSS contractors offering the product, service, or solution as practicable, to reasonably ensure that quotations will be received from at least three FSS contractors. If fewer than three quotations are received, document the file by describing how no additional FSS contractors capable of meeting the need could be identified despite reasonable efforts taken.
- (b) RFQs must describe the work to be performed and the basis on which selection will be made.
- (c) Fairly consider all quotations received by evaluating and making award according to the basis described in the RFQ.

538.7104 Additional requirements.

538.7104-1 FSS Blanket purchase agreements.

This section outlines additional requirements specific to FSS BPAs. FSS BPAs may be established with one or more FSS contractors to fill repetitive needs. FSS BPAs shall be established in accordance with the procedures in 538.7102-2 and 538.7103.

- (a) Content requirements. FSS BPAs must, at a minimum, include —
- (1) Sufficient detail about the need, such as scope of work;
 - (2) An ordering period, inclusive of any options or award terms;
 - (3) Ordering activity requirements (e.g., invoicing, delivery, and discounts/other concessions) that are not otherwise included in the FSS contract; and
- (4) Ordering procedures that —
- (i) Identify the customers/individuals authorized to place orders and any limitations surrounding the placement of orders;
 - (ii) For multiple-award BPAs, ensure that orders above the SAT are solicited from —

(A) all BPA holders; or

(B) as many BPA holders as practicable and document when three qualified BPA holders were not solicited.

(b) Duration. FSS BPAs may be established with an ordering period that extends beyond the current term of a contractor's FSS contract, so long as there are option periods in the contractor's FSS contract that, if exercised by the FSS contracting officer, will cover the FSS BPA's ordering period, including options and award terms.

(c) Review. On an annual basis or prior to exercise of an option or award of an award term, FSS BPAs must be reviewed and a written determination made as to whether —

- (1) The BPA still represents the best value;
- (2) Estimated quantities/amounts have been reached or exceeded;
- (3) The BPA ordering procedures are being followed;
- (4) Additional price discounts or other concessions can be obtained; and
- (5) The FSS contract, against which the BPA is established, is still in effect.

(d) Ordering. When placing orders against multiple-award FSS BPAs, follow the ordering procedures established by the FSS BPA.

538.7104-2 Order-level materials.

(a) Mandatory requirements. For OLMs to be included in an order —

- (1) They must not be the primary purpose of the order;
- (2) They must be clearly identified in the order as items not on the contractor's FSS contract or FSS BPA; and
- (3) A fair and reasonable price determination must be made for each authorized OLM, but is not required prior to award of the order.

(b) Optional requirements. The ordering activity should —

- (1) Authorize FSS contractors to acquire OLMs from priority sources under FAR part 8. Ordering activities do not need to authorize FSS contractors when OLMs are acquired under 538.7102-1(e).
- (2) Include any additional requirements governing the OLMs being ordered that are not otherwise included in the contractor's FSS contract or FSS BPA.

538.7104-3 Sole source justifications.

Orders placed or BPAs established against FSS contracts are exempt from the requirements in FAR part 6. However, an ordering activity must justify its action when awarding on a sole source basis in accordance with this subsection.

(a) Exceeding MPT, but not exceeding the SAT. The ordering activity contracting officer must determine in writing that the circumstances of the acquisition deems only one source reasonably capable of providing the products, services, or solutions (e.g., urgency, exclusive licensing agreements, items particular to one manufacturer).

(b) Exceeding the SAT.

(1) Statutory exceptions. The statutory exceptions supporting the placement of an order or establishment of a FSS BPA that exceeds the SAT on a sole source basis are:

- (i) The need is of such unusual urgency that following the procedures would result in unacceptable delays in fulfilling that need;

(ii) Only one source is capable of providing the products, services, or solution required at the level of quality required because the products, services, or solutions are unique or highly specialized;

(iii) The order should be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to an FSS order already issued on a competitive basis;

(iv) It is necessary to place the order with a particular FSS contractor to satisfy a minimum guarantee established in the FSS BPA; or

(v) A law expressly authorizes or requires that the purchase be made from a specified source.

(2) Content requirements. Justifications must be in writing and include sufficient detail and supporting rationale to support the exception used.

(3) Publication requirements.

(i) Justifications must be made publicly available within 14 days after award, except —

(A) For justifications made under paragraph (b)(1)(i) of this subsection, which must be posted within 30 days after contract award; and

(B) When publication is not required. Publication is not required in the event of extraordinary circumstances or where publication would compromise national security (e.g., would result in disclosure of classified information or create other security risks).

(ii) Justifications must be made publicly available —

(A) At the Government-wide Point of Entry (GPE); or

(B) On the website of the ordering activity, which may provide access to the justifications by linking to the GPE; and

(C) For a minimum of 30 days.

(iii) Before publication, justifications must be carefully screened —

(A) To identify and remove any contractor proprietary data, including references and citations as are necessary to protect such proprietary data.

(B) To determine whether the justification, or portions of the justification, are exempt from publication under any of the exemptions to disclosure of information contained in the Freedom of Information Act (5 U.S.C. 552) and the prohibitions against disclosure contained in [FAR part 24](#).

538.7104-4 Items peculiar to one manufacturer.

(a) General. An item peculiar to one manufacturer can be a particular brand name, product, or a feature of a product, peculiar to one manufacturer. A brand

name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer.

(b) Requirement. Items peculiar to one manufacturer must not be acquired unless —

(1) The particular brand name, product, or feature is essential to the ordering activity's requirements, and market research indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the need; and

(2) The file is documented accordingly —

(i) If the order is to be placed (or FSS BPA established) competitively, the file must be documented concerning the basis for restricting consideration to an item peculiar to one manufacturer, or

(ii) If the order is to be placed (or FSS BPA established) on a sole source basis, a justification must be executed in accordance with 538.7104-3.

538.7105 Disputes.

(a) Disputes. Under the Disputes clause of the FSS contract, the ordering activity contracting officer must —

(1) Consult with the FSS contracting officer prior to resolving a dispute arising under or relating to an FSS order that requires interpretation of material FSS contract terms or involves a significant FSS contract administration issue.

(2) Issue any final decision on a dispute arising under or relating to an FSS order, unless the FSS contracting officer agrees, after consultation with the ordering activity contracting officer, to issue the final decision.

(b) Appeals. Contractors may appeal final decisions to either the Board of Contract Appeals servicing the agency that issued the final decision or the U.S. Court of Federal Claims.

(c) Alternative dispute resolution. The ordering activity contracting officer should use the alternative dispute resolution (ADR) procedures, to the maximum extent practicable.

Subpart 538.72 - [Reserved]

Part 539 - Acquisition of Information and Communication Technology

539.70 Policies.

(a) Use of information technology (IT) at GSA, including software, must be coordinated and approved by the GSA Office of the Chief Information Officer (OCIO) pursuant to GSA Order CIO 2160.1, GSA Information Technology (IT) Standards Policy.

(b) Use of Artificial Intelligence (AI) at GSA, including software, must be coordinated and approved by the OCIO pursuant to GSA Order CIO 2185.1, Use of Artificial Intelligence (AI) at GSA.

(c) For interagency acquisitions, coordination is required with the requesting agency CIO and is the responsibility of the requesting agency.

539.71 Solicitation provisions and contract clauses.

(a) Insert the clause at [552.239-7001](#), Basic Safeguarding of Data within Large Language Model Artificial Intelligence Systems, in solicitations and contracts, including those for commercial products and commercial services, when procuring Large Language Model (LLM), generative assistant, chatbot, agentic system, LLM-enabled document or productivity tool, or similar system where LLM functionality is a material feature and Government Data will be submitted directly to or produced by the LLM.

(b) *Exceptions.* Do not include the clause when-

(1) LLM use is limited to the contractor's internal business, back-office, operational, or performance-support systems - meaning internal tools and processes used to run or support the work, rather than the tools or services the Government is buying or directly using - and such systems are not delivered to or accessed by the Government, even if they incidentally process Government Data.

(2) LLM functionality is incidental or ancillary to the commercial products or services the Government is procuring where the product's primary purpose is not AI or LLM functionality, where the LLM functionality is not required (e.g., identified in the solicitation, statement of work, product description, or contract requirements), accessed by the Government, or used to process Government Data.

Part 540 - Information Security and Supply Chain Security

Subpart 540.1 - Processing Supply Chain Risk Information.

540.170 Solicitation provision and contract clause.

(a) Insert a provision substantially the same as the provision at [552.540-70](#), Notice of Evaluation of Supply Chain Risk, in solicitations, including those for commercial products and commercial services, when the acquisition will require the evaluation of supply chain risk as part of the evaluation criteria.

(b) Insert a clause substantially the same as the clause at [552.540-71](#), Supply Chain Risk, in solicitations and contracts, including those for commercial products and commercial services, when the acquisition will require supply chain risk monitoring during contract performance.

Part 541 - Acquisition of Utility Services

Subpart 541.5 - General

541.501 Applicability to Agencies and GSA Guidance.

In accordance with FAR [41.102\(a\)](#), agencies must follow GSA procedures and guidance for the acquisition of utilities located on the website available at: gsa.gov/utilities.

541.502 Requests for GSA Assistance and/or Delegation.

Requests for contracting assistance or contracting authority from GSA are made via email request to GSA at utilities@gsa.gov. Guidance for agencies to submit requests is located at gsa.gov/utilities. GSA may require additional information based on the request.

Subpart 541.6 - Solicitation Provision and Contract Clauses

541.501 Solicitation provision and contract clauses.

Because the terms and conditions under which utility suppliers furnish services may vary from area to area, the differences may influence the terms and conditions appropriate to a particular utility's contracting situation. To accommodate requirements that are peculiar to the contracting situation, this section prescribes provisions and clauses on a "substantially the same as" basis, which permits the contracting officer to prepare and utilize variations of the prescribed provisions and clauses in accordance with agency procedures. Insert the following provisions and clauses in solicitations and contracts for utility services, as prescribed, including utility services that are commercial services:

(a) Insert a provision substantially the same as the provision at [552.241-1](#), Electric Service Territory Compliance Representation, in solicitations when proposals from alternative electric suppliers are sought.

(b) Insert in solicitations and contracts for utility services clauses substantially the same as the clauses at —

- (1) [552.241-2](#), Order of Precedence — Utilities;
- (2) [552.241-3](#), Scope and Duration of Contract;
- (3) [552.241-4](#), Change in Class of Service;
- (4) [552.241-5](#), Contractor's Facilities;
- (5) [552.241-6](#), Service Provisions.
- (6) [552.241-7](#), Disputes (Utility Contracts).

(c) Insert clauses substantially the same as the clauses listed below in solicitations and contracts under the prescribed conditions —

(1) [552.241-8](#), Change in Rates or Terms and Conditions of Service for Regulated Services, when the utility services are subject to a regulatory body.

(2) [552.241-9](#), Change in Rates or Terms and Conditions of Service for Unregulated Services, when the utility services are not subject to a regulatory body.

(3) [552.241-10](#), Connection Charge, when a refundable connection charge is required to be paid by the government to compensate the contractor for furnishing additional facilities necessary to supply service. (Use *Alternate I* to the clause if a nonrefundable charge is to be paid. When conditions require the incorporation of a nonrecurring, nonrefundable service charge or a termination liability, see paragraphs (c)(4) and (c)(6) of this section.)

(4) [552.241-11](#), Termination Liability, when payment is to be made to the contractor upon termination of service in conjunction with, or in lieu of, a connection charge upon completion of the facilities.

(5) [552.241-12](#), Multiple Service Locations, when providing for possible alternative service locations, except under areawide contracts, is required.

(6) [552.241-13](#), Nonrefundable, Nonrecurring Service Charge, when the government is required to pay a nonrefundable, nonrecurring membership fee, a charge for initiation of service, or a contribution for the cost of facilities construction. The government may provide for inclusion of such agreed amount or fee as a part of the connection charge, a part of the initial payment for services, or as periodic payments to fulfill the government's obligation.

(7) [552.241-14](#), Cooperative Membership, when the government is a member of a cooperative.

(8) [552.241-15](#), Economic Price Adjustment–Deregulated Electric Supply, when procuring electricity from deregulated electricity providers.

Part 542 - Contract Administration and Audit Services

Reserved

Part 543 - Contract Modifications

543.205 Contract clause.

Insert the clause at [552.243-71](#), Equitable Adjustments, in solicitations and contracts, including those for commercial services. Do not include it in contracts for commercial products if the solicitation includes any of the following FAR clauses: [52.243-4](#), [52.243-5](#), or [52.236-2](#).

Part 546 - Quality Assurance

Subpart 546.3 - Contract Clauses

546.302 Fixed-price supply contracts.

546.302-70 Source inspection by Quality Approved Manufacturer for fixed-price supply contracts.

Insert the clause at [552.246-70](#), Source Inspection by Quality Approved Manufacturer in FAS solicitations and contracts, including those for commercial products, but excluding those for commercial services, where inspection will be performed at the source by a quality approved manufacturer.

546.302-71 Source inspection.

Insert the clause at [552.246-71](#), Source Inspection by Government, in FAS solicitations and contracts, including those for commercial products, but excluding those for commercial services, where Government personnel at the source will perform inspection.

546.312 Construction contracts.

Insert the clause at [552.246-72](#), Final Inspection and Tests, in solicitations and contracts for construction, including those for commercial services, but excluding those for commercial products, that include the FAR clause at [52.246-12](#).

Subpart 546.7 - Warranties

546.704 Authority for use of warranties.

FAR clause [52.246-21](#), Warranty of Construction, is approved by the agency for use in solicitations and contracts, including those for commercial services, but excluding those for commercial products, when a fixed-price construction contract is contemplated.

Part 552 - Solicitation Provisions and Contract Clauses

[552.203 \[Reserved\]](#)

[552.204](#)

[552.204-9 Personal Identity Verification Requirements.](#)

[552.205 \[Reserved\]](#)

[552.206 \[Reserved\]](#)

[552.207 \[Reserved\]](#)

[552.208 \[Reserved\]](#)

[552.209 \[Reserved\]](#)

[552.210 \[Reserved\]](#)

[552.211](#)

[552.211-8 \[Reserved\]](#)

[552.211-10 \[Reserved\]](#)

[552.211-12 \[Reserved\]](#)

[552.211-13 \[Reserved\]](#)

[552.211-70 \[Reserved\]](#)

[552.211-71 \[Reserved\]](#)

[552.211-72 Reference to Specifications in Drawings.](#)

[552.211-73 Marking.](#)

[552.211-74 Reserved](#)

[552.211-75 Preservation, Packaging, and Packing.](#)
[552.211-76 Charges for Packaging, Packing, and Marking.](#)
[552.211-77 Packing List.](#)
[552.211-78 Reserved](#)
[552.211-79 Acceptable Age of Supplies.](#)
[552.211-80 Age on Delivery.](#)
[552.211-81 Time of Shipment.](#)
[552.211-82 Reserved](#)
[552.211-83 Availability for Inspection, Testing, and Shipment/Delivery.](#)
[552.211-84 Reserved](#)
[552.211-85 Consistent Pack and Package Requirements.](#)
[552.211-86 Maximum Weight per Shipping Container.](#)
[552.211-87 Export Packing.](#)
[552.211-88 Vehicle Export Preparation.](#)
[552.211-89 Non-manufactured Wood Packaging Material for Export.](#)
[552.211-90 Small Parts.](#)
[552.211-91 Vehicle Decals, Stickers, and Data Plates.](#)
[552.211-92 Radio Frequency Identification \(RFID\) Using Passive Tags.](#)
[552.211-93 Reserved](#)
[552.211-94 Time of Delivery.](#)

[552.212](#)

[552.212-4 Contract Terms and Conditions — Commercial Products and Commercial Services \(FAR DEVIATION\).](#)

[552.212-71 \[Reserved\]](#)

[552.212-72 \[Reserved\]](#)

[552.213 \[Reserved\]](#)

[552.214 \[Reserved\]](#)

[552.215](#)

[552.215-70 \[Reserved\]](#)

[552.215-71 \[Reserved\]](#)

[552.215-72 \[Reserved\]](#)

[552.215-73 \[Reserved\]](#)

[552.216](#)

[552.216-75 Transactional Data and Contract Access Fee Requirements.](#)
[552.216-76 \[Reserved\]](#)
[552.516-90 Economic Price Adjustment.](#)
[552.217](#)
[552.217-70 \[Reserved\]](#)
[552.217-71 \[Reserved\]](#)
[552.218 \[Reserved\]](#)
[552.219](#)
[552.219-18 \[Reserved\]](#)
[552.219-70 Allocation of Orders – Partially Set-aside Items.](#)
[552.219-74 \[Reserved\]](#)
[552.220 \[Reserved\]](#)
[552.221 \[Reserved\]](#)
[552.222 \[Reserved\]](#)
[552.223](#)
[552.223-70 Hazardous Substances.](#)
[552.223-71 Nonconforming Hazardous Materials.](#)
[52.223-72 Hazardous Material Information.](#)
[552.223-73 Preservation, Packaging, Packing, Marking, and Labeling of Hazardous Materials \(HAZMAT\) For Shipments.](#)
[552.224 \[Reserved\]](#)
[552.225 \[Reserved\]](#)
[552.227 \[Reserved\]](#)
[552.228](#)
[552.228-5 Government as Additional Insured.](#)
[552.229](#)
[552.229.70 \[Reserved\]](#)
[552.229-71 Federal Excise Tax – DC Government.](#)
[552.230 \[Reserved\]](#)
[552.231 \[Reserved\]](#)
[552.232](#)
[552.232-1 \[Reserved\]](#)
[552.232-5 \[Reserved\]](#)

[552.232-23 Assignment of Claims Supplement.](#)
[552.232-5 \[Reserved\]](#)
[552.232-39 Unenforceability of Unauthorized Obligations.](#)
[552.232-70 Incrementally Funded Fixed-Price Contracts For Severable Services.](#)
[552.232-71 \[Reserved\]](#)
[552.232-72 \[Reserved\]](#)
[552.232-73 \[Reserved\]](#)
[552.232-74 \[Reserved\]](#)
[552.232-75 \[Reserved\]](#)
[552.232-76 \[Reserved\]](#)
[552.232-77 \[Reserved\]](#)
[552.232-78 Commercial Supplier Agreements–Unenforceable Clauses.](#)
[552.234 \[Reserved\]](#)
[552.235 \[Reserved\]](#)
[552.236](#)
[552.236-6 Superintendence by the Contractor.](#)
[552.236-11 \[Reserved\]](#)
[552.236-15 Schedules for Construction Contracts.](#)
[552.236-21 \[Reserved\]](#)
[552.236-70 Authorities and Limitations.](#)
[552.236-71 \[Reserved\]](#)
[552.236-72 Submittals.](#)
[552.236-73 \[Reserved\]](#)
[552.236-74 Evaluation of Options.](#)
[552.236-75 Evaluation Exclusive of Options.](#)
[552.236-76 \[Reserved\]](#)
[552.236-77 Government's Right to Exercise Options.](#)
[552.236-79 Construction-Manager-As-Constructor.](#)
[552.236-80 Accounting Records and Progress Payments.](#)
[552.236-81 Commencement, Prosecution, and Completion of Work.](#)
[552.236-82 Substantial Completion.](#)
[552.236-83 Liquidated Damages — Construction.](#)
[552.236-84 Time Extensions.](#)

552.237

552.237-71 Qualifications of Employees

552.237-72 [Reserved]

552.237-73 Restriction on Disclosure of Information

552.238

552.238-70 [Reserved]

552.238-71 [Reserved]

552.238-72 [Reserved]

552.238-73 [Reserved]

552.238-74 [Reserved]

552.238-75 [Reserved]

552.238-76 [Reserved]

552.238-77 Pricing and Catalog Data.

552.238-78 [Reserved]

552.238-79 Cancellation.

552.238-80 Transactional Data and Contract Fee Requirements.

552.238-81 [Reserved]

552.238-82 Contractor Initiated Modifications.

552.238-83 Examination of Records by GSA (Federal Supply Schedules).

552.238-84 [Reserved]

552.238-85 [Reserved]

552.238-86 [Reserved]

552.238-87 [Reserved]

552.238-88 [Reserved]

552.238-89 [Reserved]

552.238-90 [Reserved]

552.238-91 [Reserved]

552.238-92 [Reserved]

552.238-93 [Reserved]

552.238-94 [Reserved]

552.238-95 [Reserved]

552.238-96 [Reserved]

552.238-97 [Reserved]

[552.238-98 \[Reserved\]](#)

[552.238-99 \[Reserved\]](#)

[552.238-100 \[Reserved\]](#)

[552.238-101 \[Reserved\]](#)

[552.238-102 \[Reserved\]](#)

[552.238-103 \[Reserved\]](#)

[552.238-104 \[Reserved\]](#)

[552.238-105 \[Reserved\]](#)

[552.238-106 \[Reserved\]](#)

[552.238-107 \[Reserved\]](#)

[552.238-108 \[Reserved\]](#)

[552.238-109 \[Reserved\]](#)

[552.238-110 \[Reserved\]](#)

[552.238-111 \[Reserved\]](#)

[552.238-112 Definitions — Federal Supply Schedule Contracts.](#)

[552.238-113 Authorities Supporting Use of Federal Supply Schedule Contracts.](#)

[552.238-114 Use of Federal Supply Schedule Contracts by Eligible Non-Federal Entities.](#)

[552.238-115 Federal Supply Schedule Order-Level Materials Requirements.](#)

[552.238-116 Option to Extend the Term of the FSS Contract.](#)

[552.238-117 Price Adjustment — Failure to Provide Accurate Information.](#)

[552.238-118 \[Reserved\]](#)

[552.238-119 \[Reserved\]](#)

[552.238-120 \[Reserved\]](#)

[552.238-190 Federal Supply Schedule Contractor Team Arrangements.](#)

[552.239-191 Federal Supply Schedule Contract Requirements.](#)

[552.238-192 Federal Supply Schedule Order-level Requirements.](#)

[552.238-193 Product Offering and Sales Requirements.](#)

[552.238-194 Sales Criteria.](#)

[552.239](#)

[552.239-7001 Basic Safeguarding of Data within Large Language Model Artificial Intelligence Systems](#)

[552.240](#)

[552.240-70 Notice of Evaluation of Supply Chain Risk.](#)

[552.540-71 Supply Chain Risk Monitoring.](#)

[552.241](#)

[552.241-1 Electric Service Territory Compliance Representation.](#)

[552.241-2 Order of Precedence – Utilities.](#)

[552.241-3 Scope and Duration of Contract.](#)

[552.241-4 Change in Class of Service.](#)

[552.241-5 Contractor's Facilities.](#)

[552.241-6 Service Provisions.](#)

[552.241-7 Disputes \(Utility Contracts\).](#)

[552.241-8 Change in Rates or Terms and Conditions of Service for Regulated Services.](#)

[552.241-9 Change in Rates or Terms and Conditions of Service for Unregulated Services.](#)

[552.241-10 Connection Charge.](#)

[552.241-11 Termination Liability.](#)

[552.241-12 Multiple Service Locations.](#)

[552.241-13 Nonrefundable, Nonrecurring Service Charge.](#)

[552.241-14 Cooperative Membership.](#)

[552.241-15 Economic Price Adjustment–Deregulated Electric Supply.](#)

[552.242 \[Reserved\]](#)

[552.243](#)

[552.243-71 Equitable Adjustments.](#)

[552.244 \[Reserved\]](#)

[552.245 \[Reserved\]](#)

[552.246](#)

[552.246-70 Source Inspection by Quality Approved Manufacturer.](#)

[552.246-71 Source Inspection by Government.](#)

[552.246-72 Final Inspection and Tests.](#)

[552.247 \[Reserved\]](#)

[552.248 \[Reserved\]](#)

[552.249 \[Reserved\]](#)

[552.250 \[Reserved\]](#)

[552.251 \[Reserved\]](#)

[552.252](#)

[552.252-5 Authorized Deviations in Provisions.](#)

[552.252-6 Authorized Deviations in Clauses.](#)

[552.270](#)

[552.270-1 Instructions to Offerors — Acquisition of Leasehold Interests in Real Property.](#)

[552.270-2 \[Reserved\]](#)

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

[552.270-4 Definitions.](#)

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

[552.270-6 Maintenance of the Property—Right to Inspect.](#)

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

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

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

[552.270-10 Default by Lessor.](#)

[552.270-11 Successors Bound.](#)

[552.270-12 Alterations.](#)

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

[552.270-14 Changes.](#)

[552.270-15 Liquidated Damages.](#)

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

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

[552.270-18 \[Reserved\]](#)

[552.270-19 Progressive Occupancy.](#)

[552.270-20 Payment.](#)

[552.270-21 \[Reserved\]](#)

[552.270-22 \[Reserved\]](#)

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

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

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

[552.270-26 No Waiver.](#)

[552.270-27 Integrated Agreement.](#)

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

[552.270-29 Acceptance of the Space and Certificate of Occupancy.](#)

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

[552.270-31 Prompt Payment.](#)

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

[552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space.](#)

[552.270-34 Access Limitations for High-Security Leased Space.](#)

[552.270-35 System for Award Management - Leasing](#)

[Part 570 - Acquiring Leasehold Interests in Real Property](#)

Subpart 552.1 - Instructions for Using Provisions and Clauses.

552.107-70 Solicitation provision and contract clause.

FAR deviation. GSA has a deviation from FAR 52.252-5 that allows use of the following provision and clause in lieu of the FAR provision at 52.252-5 and the FAR clause at 52.252-6.

(a) Insert the provision at [552.252-5](#), Authorized Deviations in Provisions, in solicitations, including those for commercial products or commercial services, that include any FAR or GSAR provision with an authorized deviation in lieu of the FAR provision at 52.252-5.

(b) Insert the clause at [552.252-6](#), Authorized Deviations in Clauses, in solicitations and contracts, including those for commercial products or commercial services, that include any FAR or GSAR clause with an authorized deviation in lieu of the FAR clause at 52.252-6.

Subpart 552.2 - Text of Provisions and Clauses.

552.200 Scope of subpart.

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

552.203 [Reserved]

552.204

552.204-9 Personal Identity Verification Requirements.

As prescribed in [504.1301](#), insert the following clause:

Personal Identity Verification Requirements (GSAR Deviation)(July 2026)

(a) The contractor must comply with GSA personal identity verification requirements, identified in ADM 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing, and Background Investigations for Contractor Employees, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements. The contractor can find the CIO policy at <https://www.gsa.gov> in the search feature and additional information on how to obtain a personal identity verification card at <https://www.gsa.gov/resources/for-federal-employees/process-to-get-a-gsa-access-card>.

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

(End of clause)

552.205 [Reserved]

552.206 [Reserved]

552.207 [Reserved]

552.208 [Reserved]

552.209 [Reserved]

552.210 [Reserved]

552.211

552.211-8 [Reserved]

552.211-10 [Reserved]

552.211-12 [Reserved]

552.211-13 [Reserved]

552.211-70 [Reserved]

552.211-71 [Reserved]

552.211-72 Reference to Specifications in Drawings.

As prescribed in [511.204-70\(a\)\(1\)](#), insert the following clause:

Reference to Specifications in Drawings (FEB 1996)

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

(End of clause)

552.211-73 Marking.

As prescribed in [511.204-70\(b\)\(1\)](#), insert the following clause:

Marking (FEB 1996))

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

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

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

(b) *Improperly marked material.* When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract

requirements, the Government has the right, without prior notice to the Contractor, to perform the required marking, by contract or otherwise, and charge the Contractor therefore at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

(End of clause)

552.211-74 Reserved

552.211-75 Preservation, Packaging, and Packing.

As prescribed in [511.204-70 \(b\)\(2\)](#), insert the following clause:

Preservation, Packaging, and Packing (FEB 1996)

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

(End of clause)

Alternate I (FEB 1996). As prescribed at [511.204-70\(b\)\(2\)](#), substitute the following sentence for the last sentence of the basic clause:

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

(End of clause)

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

As prescribed in [511.204-70\(b\)\(3\)](#), insert the following clause:

Charges for Packaging, Packing, and Marking (JAN 2010)

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

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

(End of clause)

552.211-77 Packing List.

As prescribed in [511.204-70\(a\)\(2\)](#), insert the following clause:

Packing List (FEB 1996)

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

- (1) Name and address of the consignor;
- (2) Name and complete address of the consignee;
- (3) Government order or requisition number;
- (4) Government bill of lading number covering the shipment (if any); and
- (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

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

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

(End of clause)

552.211-78 Reserved

552.211-79 Acceptable Age of Supplies.

As prescribed in [511.204-70\(a\)\(3\)](#), insert the following clause:

Acceptable Age of Supplies (FEB 1996)

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

(End of clause)

Alternate I (FEB 1996). As prescribed in [511.204-70\(a\)\(3\)](#), substitute the following sentence for the first sentence of the basic clause:

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

(End of clause)

552.211-80 Age on Delivery.

As prescribed in [511.204-70\(a\)\(4\)](#), insert the following clause:

Age on Delivery (FEB 1996)

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

(End of clause)

552.211-81 Time of Shipment.

As prescribed in [511.204-70\(a\)\(5\)](#), insert the following clause:

Time of Shipment (FEB 1996)

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

(End of clause)

Alternate I (FEB 1996). As prescribed in [511.204-70\(a\)\(5\)](#), add the following paragraph to the basic clause:

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

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

(End of clause)

552.211-82 Reserved

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

As prescribed in [511.204-70\(a\)\(6\)](#), insert the following clause:

Availability for Inspection, Testing, and Shipment/Delivery (FEB 1996)

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

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

(End of clause)

Alternate I (FEB 1996). As prescribed in [511.204-70\(a\)\(6\)](#), add the following paragraph (b) to the basic clause and redesignate paragraph (b) of the basic clause accordingly.

(b) If notice of approval and release by the Government inspector or authorization to ship without Government inspection is received before ____ [Insert

“Notice of Award” or “order”] ____* calendar days after receipt of the [Insert “Notice of Award” or “order”] , receipt of such notice must be deemed to be received on the ____ [Insert “Notice of Award” or “order”] ____* calendar day after receipt of ____ [Insert “Notice of Award” or “order”] _____. Shipments must not be made before the ----- [Insert “Notice of Award” or “order”] ____* calendar day after receipt of the [Insert “Notice of Award” or “order”] unless authorized in writing by the Contracting Officer.

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

(End of clause)

552.211-84 Reserved

552.211-85 Consistent Pack and Package Requirements.

As prescribed in [511.204-70\(b\)\(4\)](#), insert the following clause:

Consistent Pack and Package Requirements (JAN 2010)

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

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

(End of clause)

552.211-86 Maximum Weight per Shipping Container.

As prescribed in [511.204-70\(b\)\(5\)](#), insert the following clause:

Maximum Weight per Shipping Container (JAN 2010)

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

- (a) The weight of a single item within the shipping container;

- (b) A prescribed quantity per pack for an item per shipping container; or
- (c) A definite weight limitation set forth in the purchase description.

(End of clause)

552.211-87 Export Packing.

As prescribed in [511.204-70\(b\)\(6\)](#), insert the following clause:

Export Packing (JAN 2010)

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

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

(End of clause)

552.211-88 Vehicle Export Preparation.

As prescribed in [511.204-70\(b\)\(7\)](#), insert the following clause:

Vehicle Export Preparation (JAN 2010)

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

(End of clause)

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

As prescribed in [511.204-70\(b\)\(8\)](#), insert the following clause:

Non-manufactured Wood Packaging Material for Export (JUL 2016)

(a) Definitions:

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

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

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

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

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

(d) For Department of Defense distribution facilities or freight consolidation points, all non-manufactured wood pallets or packaging material with a probability of entering countries endorsing the IPPC Guidelines must be treated and marked in accordance with DLAD 47.305-1 (available at <http://farsite.hill.af.mil/archive/Dlad/Rev5/PART47.htm>), and MIL-STD-2073-1, Standard Practice for Military Packaging https://everyspec.com/MIL-STD/MIL-STD-2000-2999/MIL-STD-2073-1E_11690/ (and any future revision).

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

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

(End of clause)

552.211-90 Small Parts.

As prescribed in [511.204-70\(b\)\(9\)](#), insert the following clause:

Small Parts (JAN 2010)

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

(End of clause)

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

As prescribed in [511.204-70\(b\)\(10\)](#), insert the following clause:

Vehicle Decals, Stickers, and Data Plates (JAN 2010)

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

(End of clause)

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

As prescribed in [511.204-70\(b\)\(11\)](#), insert the following clause:

Radio Frequency Identification (RFID) Using Passive Tags (FEB 1996)

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

(End of clause)

552.211-93 Reserved

552.211-94 Time of Delivery.

As prescribed at [511.204-70\(a\)\(7\)](#), insert the following clause:

Time of Delivery (JAN 2010)

An “X” mark in the left hand block must be considered a mandatory requirement to be fulfilled by the contractor.

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

(End of clause)

552.212

552.212-4 Contract Terms and Conditions — Commercial Products and Commercial Services (FAR DEVIATION).

As prescribed in [512.205\(c\)](#), replace subparagraph (g), paragraph (r), and paragraph (s) of FAR clause 52.212-4. Also, add paragraph (v) to FAR clause 52.212-4:

Contract Terms and Conditions — Commercial Products and Commercial Services
(DEVIATION FAR 52.212-4) (JULY 2026)

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

(1) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

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

(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements - Unenforceable Clauses provision.

(4) Solicitation provisions if this is a solicitation.

(5) Other paragraphs of this clause.

(6) The Standard Form 1449 or 1442 for commercial construction over \$35K.

(7) Other documents, exhibits, and attachments.

(8) The specification.

(s) Unauthorized Obligations.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Commercial supplier agreements unenforceable clauses.* When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability.* This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes.* This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance.* The supplier shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (e) (Disputes).

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded

against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms.*

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

- (1) Terms that change Government rights or obligations;
- (2) Terms that increase Government prices;
- (3) Terms that decrease overall level of service; or
- (4) Terms that limit any other Government right addressed

elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification.* Any clause of this agreement requiring the commercial supplier to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (e) (Disputes) through the Disputes clause at 552.212-4(e); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(xiii) *Data Privacy.* When any supply or service acquired under this contract is subject to any commercial supplier agreement that includes any language, provision, or clause pertaining to data privacy laws of other jurisdictions, the following will apply:

(A) No terms or conditions stated in or incorporated into the commercial supplier agreement impose any obligation on the U.S. Government under the laws of any foreign jurisdiction or any U.S. state pertaining to data protection or data privacy; and

(B) The execution of the commercial supplier agreement by a Federal employee does not imply any waiver by the U.S. Government of sovereign immunity or of any other privilege or immunity under international law or under the laws of any foreign jurisdiction or any U.S. state, and the U.S. Government hereby expressly reserves its right and authority to assert all such privileges and immunities.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (v)(1), the language, provisions, or clause of paragraph (v)(1) shall prevail to the extent of such inconsistency.

(End of clause)

552.212-71 [Reserved]

552.212-72 [Reserved]

552.213 [Reserved]

552.214]Reserved]

552.215

552.215-70 [Reserved]

552.215-71 [Reserved]

552.215-72 [Reserved]

552.215-73 [Reserved]

552.216

552.216-71 [Reserved]

552.216-72 [Reserved]

552.216-73 [Reserved]

552.216-74 [Reserved]

552.216-75 Transactional Data and Contract Access Fee Requirements.

As prescribed in [516.505-70](#), insert the following clause:

Transactional Data and Contract Access Fee Requirements
(GSAR Deviation)(SEP 2026)

(a) *Definition. Transactional data*, as used in this clause, means the historical details of the products, services, or solutions provided by the Contractor during the performance of orders issued against this contract.

(b) *Transactional Data requirements.* (1) The Contractor must report transactional data using the designated system and in accordance with the instructions at *[Insert the website or the location where this information is available]*.

(2) The Contractor must provide, at no additional cost to GSA, the following transactional data, as applicable:

- (i) Contract or Blanket Purchase Agreement (BPA) Number.
- (ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).
- (iii) Non Federal Entity.
- (iv) Description of Deliverable.
- (v) Manufacturer Name.
- (vi) Manufacturer Part Number.
- (vii) Unit Measure.
- (viii) Quantity of Item Sold.
- (ix) Universal Product Code.
- (x) Price Paid Per Unit.
- (xi) Total Price.
- [(xii) Invoice-Reporting Period.
- (xiii) Invoice-Number.
- (xiv) Invoice-Paid Date.
- (xv) Invoice-Amount.
- (xvi) Invoice-Contract Line Item Number.
- (xvii) Invoice-Line Item Identifier.
- (xviii) Invoice-Line Item Type.
- (xix) Contract Access Fee-Line Item Amount.
- (xx) Contract Access Fee-Voucher Number.
- (xxi) Contract Access Fee-Amount Allocated.
- (xxii) Contract Access Fee-Remit Payment Date.
- (xxiii) Subcontracting-Vendor Name(s).
- (xxiv) Subcontracting-Vendor Unique Entity Identifier(s).
- (xxv) Subcontracting-Total Amount Subcontracted for Services.
- (xxvi) Subcontracting-Similarly Situated Entity Identification.
- (xxvii) Services-Employee Security Clearance Level.

(3) GSA may share transactional data with other Government agencies for official purposes.

(c) *Contract Access Fee (CAF)*. (1) This contract includes a CAF. The CAF is paid by the ordering activity, but remitted to GSA by the Contractor.

(2) The Contractor must remit the CAF using the designated system and in accordance with the instructions available at: *[Insert website or the location(s) where this information is available]*.

(3) The Contractor's failure to remit the full amount of the CAF owed within the specified deadline constitutes a contract debt to the U.S. Government under the terms of FAR subpart 32.6. GSA may exercise any and all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments

and interest on the debt in accordance with the clauses at GSAR 552.212-4(i)(5) or FAR 52.232-17, as applicable.

(d) *Changes*. GSA may unilaterally change transactional data and CAF requirements. Changes to transactional data and CAF requirements, such as instructions and designated system, will be effective immediately. Changes to the CAF amount or transactional data elements (i.e., the addition or deletion of transactional data elements) will be effective 60 calendar days after notification to the Contractor.

(e) *Right and remedies*. Failure to comply with this clause may result in termination for cause. GSA's rights and remedies provided in this clause are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

552.216-76 [Reserved]

552.516-90 Economic Price Adjustment.

As prescribed in 516.203-4(a), insert the following clause:

Economic Price Adjustment (GSAR Deviation)(SEP 2026)

(a) *Definition*.

Economic price adjustment method, as used in this clause, means the agreed upon basis by which stated contract pricing may be adjusted upward or downward throughout the contract period. The EPA method includes:

- (1) The mechanism(s) to be used to adjust pricing (e.g., adjustments based on established pricing);
 - (2) The contract pricing subject to adjustment;
 - (3) Instructions for submission of EPA requests during contract performance;
- and
- (4) Any other specific requirements or limitations.

(b) *General*. This contract provides for economic price adjustment (EPA) to contract pricing based on the established EPA method. EPA provides for the increase and decrease to stated contract pricing upon the occurrence of specified conditions described in the EPA method, such as market index changes or unforeseeable significant changes in market conditions.

(c) *Exceptions*. This clause does not cover adjustments to contract pricing based on statute, regulation, Executive Order, or other contract terms and conditions that authorize an adjustment to contract pricing.

(d) *Economic price adjustment method.* The EPA method may be revised through mutual agreement of the parties. In the event of a conflict between the EPA method and this contract, the contract shall control.

(e) *Submission requirements.* The Contractor shall submit EPA requests to the Contracting Officer pursuant to the EPA method. EPA requests shall fully conform to the requirements of the EPA method and include sufficient information to support the request. The Contracting Officer may request additional information from the Contractor to support the processing of the request.

(f) *Contracting Officer responsibilities.* The Contracting Officer will —

- (1) Review the EPA request to ensure conformance with the EPA method;
- (2) Make a determination using any information (e.g., market research) deemed necessary to support their determination. The Contracting Officer may determine to —
 - (i) Accept the EPA request either in whole or in part;
 - (ii) Reject the EPA request either in whole or in part; or
 - (iii) Take any other action deemed to be in the best interest of the Government (e.g., negotiate a more favorable EPA);
- (3) Notify the Contractor of their determination; and
- (4) Modify the contract, as applicable, to reflect the determination.

(End of clause)

Alternate I (SEPT 2026). As prescribed in 516.203-4(b), add paragraphs (g) and (h) to the basic clause:

(g) *Effective date.* Approved EPA requests apply to orders issued on or after the effective date of the contract modification. Blanket Purchase Agreements (BPAs) may be modified by the ordering agency in accordance with the terms and conditions of the BPA.

(h) *Update of contract pricing and catalog data.* The Contractor must, as applicable, update its pricing and catalog data in accordance with the terms and conditions of this contract.

552.217

552.217-70 [Reserved]

552.217-71 [Reserved]

552.218 [Reserved]

552.219

552.219-18 [Reserved]

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

As prescribed in [519.104-3](#), insert the following clause:

Allocation of Orders — Partially Set-Aside Items (SEP 1999)

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

(End of clause)

552.219-74 [Reserved]

552.220 [Reserved]

552.221 [Reserved]

552.222 [Reserved]

552.223

552.223-70 Hazardous Substances.

As prescribed in [523.304\(a\)](#), insert the following clause:

Hazardous Substances (MAY 1989)

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

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

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

(End of clause)

552.223-71 Nonconforming Hazardous Materials.

As prescribed in [523.304\(b\)](#), insert the following clause:

Nonconforming Hazardous Materials (SEP 1999)

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

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

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request

(or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure:

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

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

(End of clause)

52.223-72 Hazardous Material Information.

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

Hazardous Material Information (SEP 1999)

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

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

(End of provision)

552.223-73 Preservation, Packaging, Packing, Marking, and Labeling of Hazardous Materials (HAZMAT) For Shipments.

As prescribed in [523.304\(c\)](#), insert the following clause:

Preservation, Packaging, Packing, Marking, and Labeling of Hazardous Materials
(HAZMAT) For Shipments (JUN 2015)

(a) Definition. "United States," as used in this clause, means the 48 adjoining U.S. States, Alaska, and Hawaii, and U.S. territories and possessions, such as Puerto Rico.

(b) Preservation, packaging, packing, marking, and labeling of hazardous materials for export shipment outside the United States in all transport modes must comply with the following, as applicable:

(1) International Maritime Dangerous Goods (IMDG) Code as established by the International Maritime Organization (IMO).

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as Consumer Commodities classed as ORM-D, must be packaged in accordance with the IMDG Code and dual-marked with both Consumer Commodity and IMDG marking and labeling.)

(3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR 1910.1200.

(4) International Air Transport Association (IATA), Dangerous Goods Regulation and/or International Civil Aviation Organization (ICAO), Technical Instructions.

(5) AFMAN 24-204, Air Force Inter-Service Manual, Preparing Hazardous Materials For Military Air Shipments.

(6) Any preservation, packaging, packing, marking, and labeling requirements contained elsewhere in this solicitation and contract.

(c) Preservation, packaging, packing, marking, and labeling of hazardous materials for domestic shipments within the United States in all transport modes must comply with the following; as applicable:

(1) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180.

(2) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR 1910.1200.

(3) Any preservation, packaging, packing, marking, and labeling requirements contained elsewhere in this solicitation and contract.

(d) Hazardous Material Packages designated for outside the United States destinations through Forwarding Points, Distribution Centers, or Container Consolidation Points (CCPs) must comply with the IMDG, IATA, ICAO or AFMAN 24-204 codes, as applicable.

(e) The test certification data showing compliance with performance-oriented packaging or UN-approved packaging requirements must be made available to GSA contract administration/management representatives or regulatory inspectors upon request.

(End of clause)

552.224 [Reserved]

552.225 [Reserved]

552.227 [Reserved]

552.228

552.228-5 Government as Additional Insured.

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

Government as Additional Insured (GSAR Deviation)(July 2026)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance–Work on a Government Installation.

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

(End of clause)

552.229

552.229.70 [Reserved]

552.229-71 Federal Excise Tax — DC Government.

As prescribed in [529.470](#), insert the following clause:

Federal Excise Tax — DC Government (SEP 1999)

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

(End of clause)

552.230 [Reserved]

552.231 [Reserved]

552.232

552.232-1 [Reserved]

552.232-5 [Reserved]

552.232-23 Assignment of Claims Supplement.

As prescribed in [532.806](#), insert the following clause:

Assignment of Claims Supplement (GSAR Deviation)(July 2026)

Any assignment or reassignment under FAR clause 52.232-23 will not take effect or bind the Government unless and until the assignee submits the following to both the contracting officer of record of the contract (or order) and the finance office designated in the contract (or order) to make payment:

- (a) Written notice of the assignment; and
- (b) A true copy of the instrument of assignment.

Unless otherwise stated in the contract (or order), payments to an assignee of any amounts due or to become due under any contract (or order) assigned may, to the extent specified in the Act (as defined in 52.232-23), be subject to reduction or set-off.

(End of clause)

552.232-5 [Reserved]

552.232-39 Unenforceability of Unauthorized Obligations.

As prescribed in [532.706-3\(a\)](#), insert the following clause:

Unenforceability of Unauthorized Obligations (DEVIATION FAR 52.232-39) (JULY 2026)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to an agreement proposed or supplied by any person or entity other than the Government (including but not limited to any form of supplier license agreement or any form of commercial supplier agreement) that includes any language, provision, or clause requiring or purporting to require the Government to pay any future fees, penalties, interest, legal costs, or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation ([31 U.S.C. 1341](#)), then all of the following apply to such agreement:

(1) Any such language, provision, or clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user will be deemed to have agreed to such language, provision, or clause by virtue of it appearing in the agreement. If the agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such language, provision, or clause is stricken from the agreement and is deemed to be void ab initio.

(b) Paragraph (a) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

552.232-70 Incrementally Funded Fixed-Price Contracts For Severable Services.

As prescribed in [532.706-2](#), insert the following clause:

Incrementally Funded Fixed-Price Contracts For Severable Services (GSAR Deviation)(JULY 2026)

(a) In accordance with the Government’s limitation of obligation, contract line item(s) [*Contracting Officer to insert after negotiations*] is/are incrementally funded. For this/these item(s), the sum of \$ [*Contracting Officer to insert after negotiations*] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the

Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government", or any similarly named clause. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least [Contracting Officer to insert after negotiations] days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government", or any similarly named clause.

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the

price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled “Disputes”, or any other similarly named clause.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled “Default”, or any similarly named clause. The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled “Termination for Convenience of the Government”, or any similarly named clause.

(i) Nothing in this clause will be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule [Contracting Officer to insert after negotiations]:

On execution of contract	\$ _____
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____

(End of clause)

552.232-71 [Reserved]

552.232-72 [Reserved]

552.232-73 [Reserved]

552.232-74 [Reserved]

552.232-75 [Reserved]

552.232-76 [Reserved]

552.232-77 [Reserved]

552.232-78 Commercial Supplier Agreements–Unenforceable Clauses.

As prescribed in [532.706-3\(b\)](#), insert the following clause:

Commercial Supplier Agreements–Unenforceable Clauses (GSAR
Deviation)(July 2026)

When any supply or service acquired under this contract is subject to an agreement proposed or supplied by any person or entity other than the Government (including but not limited to any form of supplier license agreement or commercial supplier agreement), then the following language is deemed incorporated into such agreement. As used herein, “this agreement” means the applicable agreement proposed or supplied by any person or entity other than the Government:

(a) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following applies:

(1) *Applicability.* This agreement is part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR Parts 13, 14 or 15).

(2) *End user.* This agreement binds the ordering activity as end user but does not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(3) *Law and disputes.* This agreement is governed exclusively by United States Federal law.

(i) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted and void ab initio.

(ii) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted and void ab initio.

(iii) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted and void ab initio.

(4) *Continued performance.* The supplier cannot unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by this contract. If the supplier believes the ordering activity to be in breach of the agreement, it must pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in FAR 52.233-1, Disputes.

(5) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration cannot be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(6) *Updating terms.*

(i) After award, the contractor may unilaterally revise terms only if such revisions are not material. A material change is defined as:

(A) Terms that significantly change Government rights or obligations; and

(B) Terms that increase Government prices;

(C) Terms that decrease overall level of service; or

(D) Terms that limit any other Government right addressed elsewhere in this contract.

(ii) No material revisions will be incorporated into the contract unless and until a fully executed bilateral modification incorporates such revisions.

(iii) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract are not enforceable against the Government, the Government is not deemed to have consented to them, and such revisions are void ab initio.

(7) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service will not renew automatically upon expiration of its current term without prior express written consent by an authorized Government representative.

(8) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to

provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with [28 U.S.C. 516](#).

(9) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(i) Discrepancies found in an audit may result in a charge by the commercial supplier to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(ii) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at FAR 52.233-1; no payment obligation arises on the part of the ordering activity unless and until the conclusion of the dispute process.

(iii) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(10) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user are governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(11) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at FAR 52.232-23, Assignment of Claims.

(12) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, are deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(b) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (a), the language, provisions, or clause of paragraph (a) prevails to the extent of such inconsistency.

(End of clause)

552.234 [Reserved]

552.235 [Reserved]

552.236

552.236-6 Superintendence by the Contractor.

As prescribed in [536.101-7\(a\)](#), insert the following clause:

Superintendence by the Contractor (Mar 2019)

The requirements of the clause entitled “Superintendence by the Contractor” at FAR 52.236-6, are supplemented as follows:

(a) The Contractor shall employ sufficient management and contract administration resources, including personnel responsible for project management, field superintendence, change order administration, estimating, coordination, inspection, and quality control, to ensure the proper execution and timely completion of the contract. The Contractor shall designate a principal of the firm or other senior management official to provide executive oversight and problem resolution resources to the project for the life of the contract.

(b) The Contractor shall employ, and require its subcontractors to employ, qualified personnel to perform the contract. The Government reserves the right to exclude, or remove from the site or building, any personnel for reasons of incompetence, carelessness, or insubordination, who violate rules and regulations concerning conduct on federal property, or whose continued employment on the site is otherwise deemed by the Government to be contrary to the public interest.

(c) The Contractor shall be responsible for coordinating all activities of subcontractors, including all of the following activities:

(1) Preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere.

(2) Scheduling of work by subcontractors.

(3) Installation of work by subcontractors.

(4) Use of the project site for staging and logistics.

(d) Repeated failure or excessive delay to meet the superintendence requirements by the Contractor may be deemed a default for the purposes of the termination for default clause.

(End of clause)

552.236-11 [Reserved]

552.236-15 Schedules for Construction Contracts.

As prescribed in [536.101-7\(b\)](#), insert the following clause:

Schedules for Construction Contracts (MAR 2019)

The requirements, of the clause entitled “Schedules for Construction Contracts” at FAR 52.236-15, are supplemented as follows for the pricing to be determined at the base level:

(a) Purpose. The project schedule must be a rational, reasonable, and realistic plan for completing the work, and conform to the requirements specified in this clause and elsewhere in the contract. The Contractor understands and acknowledges that the preparation and proper management of the project schedule is a material component of the contract.

(b) Use of the schedule. The Contracting Officer will be entitled, but not required, to rely upon the project schedule to evaluate the Contractor's progress, evaluate entitlement to extensions of time, and determine the criticality or float of any activities described in such project schedule.

(c) Submission. Prior to notice to proceed, or such other time as may be specified in the contract, the Contractor must submit the project schedule.

(d) Milestones. The project schedule will incorporate milestone events specified in the contract, including, as applicable, notice to proceed, substantial completion, and milestones related to specified work phases and site restrictions. The project schedule will also include Contractor-defined milestones to identify target dates for critical events, based upon the Contractor's chosen sequence of work.

(e) Activities. The project schedule must depict all major activities necessary to complete the work.

(f) Schedule of values.

(1) The Contractor will prepare and submit for approval a cost breakdown of the Contract price, to be referred to as the “schedule of values”, assigning values to each major activity necessary to complete the work.

(2) Values must include all direct and indirect costs, although a separate value for bond costs may be established.

(3) The schedule of values must contain sufficient detail to enable the Contracting Officer to evaluate applications for payment.

(g) Conflicting terms.

(1) If at any time the Contracting Officer finds that the project schedule does not comply with any contract requirement, the Contracting Officer will provide written notice to the Contractor.

(2) Within 30 calendar days of written notice, or such other time as may be specified, from the Contracting Officer, the Contractor will take one of the following actions:

(i) Revise the project schedule.

(ii) Adjust activity progress.

(iii) Provide sufficient information demonstrating compliance.

(3) If the Contractor fails to sufficiently address the Contracting Officer's exceptions to the project schedule, the Contracting Officer may-

(i) Withhold retainage until the project is substantially complete or until such time as the Contractor has complied with project schedule requirements; or

(ii) Terminate the contract for default.

(h) Revisions to the schedule. If the Contractor revises the project schedule after initial approved submission, the Contractor must provide in writing a narrative describing the substance of the revision, the rationale for the revision, and the impact of the revision on the projected substantial completion date and the available float for all activities. The addition of detail to prospective activities will not be deemed a revision if the overall duration of the detailed activity does not change.

(i) Updates. Unless a different period for updates is specified elsewhere, the Contractor must update the project schedule weekly to reflect actual progress in completing the work, and submit the updated project schedule by the following Monday.

(End of clause)

Alternate I (Mar 2019). As prescribed in 536.515(a), substitute the following paragraphs (c), (e), (h), and (i) for paragraphs (c), (e), (h), and (i) of the basic clause:

(c) Submission. Within 30 calendar days of notice to proceed, or such other time as may be specified in the contract, the Contractor will submit the project schedule, together with a written narrative describing the major work activities, activities on the critical path, and major constraints underlying the sequence and logic of the project schedule.

(e) Activities.

(1) The Contractor will use a critical path method project schedule to plan, coordinate, and perform the work.

(2) The project schedule must depict all activities necessary to complete the work, including, as applicable, all submittal and submittal review activities, all procurement activities, and all field activities, including mobilization, construction, start-up, testing, balancing, commissioning, and punchlist.

(3) Activities will be sufficiently detailed and limited in duration to enable proper planning and coordination of the work, effective evaluation of the reasonableness and realism of the project schedule, accurate monitoring of progress, and reliable analysis of schedule impacts.

(4) Activity durations must be based upon reasonable and realistic allocation of the resources required to complete each activity, given physical and logistical constraints on the performance of the work. All logic will validly reflect physical or logistical constraints on relationships between activities. Except for the first and last activities in the project schedule, each activity must have at least one predecessor and one successor relationship to form a logically connected network plan from notice to proceed to the contract completion date.

(h) Revisions to the schedule.

(1) The Contractor should anticipate that the initial submittal of the project schedule will be subject to review and may require revision. The Contractor must devote sufficient resources for meetings, revisions, and resubmissions of the project schedule to address any exceptions taken to the initial submittal. The Contractor understands and acknowledges that the purpose of the initial review and resolution of exceptions is to maximize the usefulness of the project schedule for contract performance.

(2) If the Contractor revises the project schedule after initial approved submission, the Contractor must provide in writing a narrative describing the substance of the revision, the rationale for the revision, and the impact of the revision on the projected substantial completion date and the available float for all activities. The addition of detail to prospective activities must not be deemed a revision if the overall duration of the detailed activity does not change.

(i) Updates. Unless a different period for updates is specified elsewhere, the Contractor update the project schedule monthly to reflect actual progress in completing the work, and submit the updated project schedule within 5 working days of the end of each month.

Alternate II (Mar 2019). As prescribed in 536.515(b), substitute the following paragraphs (c), (e), and (i) for paragraphs (c), (e), and (i) of the basic clause:

(c) Submission.

(1) Within 30 calendar days of notice to proceed, or such other time as may be specified in the contract, the Contractor will submit the project schedule, together

with a written narrative describing the major design and construction activities. The project schedule may indicate construction activities in summary form prior to completion of final design documents.

(2) Within 30 calendar days of completion of final design documents, the Contractor must submit a revised project schedule depicting all activities necessary to complete construction work activities, together with a written narrative describing the major work activities, activities on the critical path, and major constraints underlying the sequence and logic of the project schedule.

(c) Activities.

(1) The Contractor must use a critical path method project schedule to plan, coordinate, and perform the work.

(2) Activities must be sufficiently detailed and limited in duration to enable proper planning and coordination of the work, effective evaluation of the reasonableness and realism of the project schedule, accurate monitoring of progress, and reliable analysis of schedule impacts.

(3) Activity durations will be based upon reasonable and realistic allocation of the resources required to complete each activity, given physical and logistical constraints on the performance of the work. All logic must validly reflect physical or logistical constraints on relationships between activities. Except for the first and last activities in the project schedule, each activity will have at least one predecessor and one successor relationship to form a logically connected network plan from notice to proceed to the contract completion date.

(i) Updates. Unless a different period for updates is specified elsewhere, the Contractor will update the project schedule monthly to reflect actual progress in completing the work, and submit the updated project schedule within 5 working days of the end of each month.

Alternate III (Jan 2020). As prescribed in 536.515(c), substitute the following paragraphs (c), (e), (h), and (i) for paragraphs (c), (e), (h), and (i) of the basic clause:

(c) Submission.

(1) Within 30 calendar days of contract award, or such other time as may be specified in the contract, the Contractor must submit the design phase project schedule.

(2) Within 30 calendar days after establishing the final estimated cost of work, the Contractor will submit the construction phase project schedule, together with a written narrative describing the major work activities, activities on the critical path, and major constraints underlying the sequence and logic of the project schedule.

(e) Activities.

(1) The design phase project schedule must depict all activities necessary to complete the design work, including, as applicable, all submittal and submittal review activities, cost reconciliation, and establishing the estimated cost of work for the construction phase.

(2) The Contractor must use a critical path method project schedule to plan, coordinate, and perform the construction phase work.

(3) The construction phase project schedule must depict all activities necessary to complete the construction work, including, as applicable, all submittal and submittal review activities, all procurement activities, and all field activities, including mobilization, construction, start-up, testing, balancing, commissioning, and punchlist.

(4) Activities must be sufficiently detailed and limited in duration to enable proper planning and coordination of the work, effective evaluation of the reasonableness and realism of the project schedule, accurate monitoring of progress, and reliable analysis of schedule impacts.

(5) Activity durations will be based upon reasonable and realistic allocation of the resources required to complete each activity, given physical and logistical constraints on the performance of the work. All logic must validly reflect physical or logistical constraints on relationships between activities. Except for the first and last activities in the project schedule, each activity will have at least one predecessor and one successor relationship to form a logically connected network plan from notice to proceed to the contract completion date.

(h) Revisions to the schedule.

(1) The Contractor should anticipate that the project schedule will be subject to review and may require revision. The Contractor will devote sufficient resources for meetings, revisions, and resubmissions of the project schedule to address any exceptions taken. The Contractor understands and acknowledges that the purpose of the review and resolution of exceptions is to maximize the usefulness of the project schedule for contract performance.

(2) If the Contractor proposes a revision to the project schedule after initial approved submission, the Contractor must provide in writing a narrative describing the substance of the revision, the rationale for the revision, and the impact of the revision on the projected substantial completion date and the available float for all activities.

(i) Updates. Unless a different period for updates is specified elsewhere, the Contractor will update the project schedule monthly to reflect actual progress in completing the work, and submit the updated project schedule within 5 working days of the end of each month.

552.236-21 [Reserved]

552.236-70 Authorities and Limitations.

As prescribed in [536.101-7\(c\)](#), insert the following clause:

Authorities and Limitations (MAR 2019)

(a) All work will be performed under the general direction of the Contracting Officer, who alone has the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested in him by the contract documents, except that he has the right to designate authorized representatives to act for him. Wherever any provision in this contract specifies an individual (such as, but not limited to, Construction Engineer, Resident Engineer, Inspector or Custodian) or organization, whether Governmental or private, to perform any act on behalf of or in the interests of the Government, that individual or organization will be deemed to be the Contracting Officer's authorized representative under this contract but only to the extent so specified. The Contracting Officer may, at any time during the performance of this contract, vest in any such authorized representatives additional power and authority to act for him or designate additional representatives, specifying the extent of their authority to act for him; a copy of each document vesting additional authority in an authorized representative or designating an additional authorized representative must be furnished to the Contractor.

(b) The Contractor must perform the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) issued by an authorized representative in accordance with his authority to act for the Contracting Officer; but the Contractor assumes all the risk and consequences of performing the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) issued by an authorized representative in accordance with his authority to act for the ion) of anyone not authorized to issue such order.

(End of clause)

552.236-71 [Reserved]

552.236-72 Submittals.

As prescribed in [536.101-7\(d\)](#), insert the following clause:

Submittals (Mar 2019)

(a) The Contractor shall prepare and submit all submittals as specified in the contract or requested by the Contracting Officer.

(1) Submittals may include: safety plans, schedules, shop drawings, coordination drawings, samples, calculations, product information, or mockups.

(2) Shop drawings may include fabrication, erection and setting drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data.

(b) Unless otherwise provided in this contract, or otherwise directed by the Contracting Officer, submittals shall be submitted to the Contracting Officer.

(c) The Contractor shall be entitled to receive notice of action on submittals within a reasonable time, given the volume or complexity of the submittals and the criticality of the affected activities to substantial completion as may be indicated in the project schedule.

(d) Review of submittals will be general and shall not be construed as permitting any departure from the contract requirements.

(e) The Contractor shall not proceed with construction work or procure products or materials described or shown in submittals until the submittal is reviewed. Any work or activity undertaken prior to review shall be at the Contractor's risk. Should the Contracting Officer subsequently determine that the work or activity does not comply with the contract, the Contractor shall be responsible for all cost and time required to comply with the Contracting Officer's determination. The Contracting Officer shall have the right to order the Contractor to cease execution of work for which submittals have not been reviewed. The Government shall not be liable for any cost or delay incurred by the Contractor attributable to the proper exercise of this right.

(f) The Contractor shall identify, in writing, all deviations or changes in resubmitted submittals. In the absence of such written notice, review of a resubmission shall not include or apply to such deviations or changes.

(End of clause)

Alternate I (Mar 2019). As prescribed in 536.572 add the following paragraph to the basic clause:

(g) The Contractor shall submit design documents for review in accordance with PBS-P100. The Government shall review submittals for the limited purpose of verifying that the documents conform to the design criteria expressed in the contract documents.

552.236-73 [Reserved]

552.236-74 Evaluation of Options.

As prescribed in [536.101-7\(e\)](#), insert a provision substantially the same as the following provision:

Evaluation of Options (MAR 2019)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

552.236-75 Evaluation Exclusive of Options.

As prescribed in [536.101-7\(f\)](#), insert a provision substantially the same as the following clause:

Evaluation Exclusive of Options (MAR 2019)

The Government will evaluate offers for award purposes by including only the price for the basic requirement. Options will not be included in the evaluation for award purposes.

(End of provision)

552.236-76 [Reserved]

552.236-77 Government's Right to Exercise Options.

As prescribed in [536.101-7\(g\)](#), insert a clause substantially the same as the following clause:

Government's Right to Exercise Options (MAR 2019)

(a) The Government may exercise any option in writing in accordance with the terms and conditions of the contract within Enter value:Enter value:_____ [insert the period of time within which the Contracting Officer may exercise the option]. Unless otherwise specified, options may be exercised within 90 calendar days of contract award.

(b) If the Government exercises the option, the contract must be considered to include this option clause.

(End of clause)

552.236-79 Construction-Manager-As-Constructor.

As prescribed in [536.7107\(a\)](#), insert a clause substantially the same as the following clause:

Construction-Manager-As-Constructor (JAN 2020)(DEVIATION FAR 52.216-17)

(a) General. Pricing for the Guaranteed Maximum Price (GMP) for the option for construction services will be subject to the requirements below.

(b) Definitions. The following definitions will apply to this clause:

“Construction-Manager-as-Constructor (CMc) Contingency Allowance (CCA)” means an allowance for the exclusive use of the construction contractor to cover reimbursable costs during construction that are not the basis of a change order. These costs could include estimating, scheduling, and planning errors in the final Estimated Cost of the Work (ECW) or other contractor errors.

“Cost” means allowable costs in accordance with FAR Part 31.

“Cost of Performance” means the final sum of cost of the construction work and fee for the construction work.

“Early Work Package” means a set of construction activities that can be clearly defined and separately performed from the remainder of the construction work. Demolition is an example of an early work package.

“Estimated Cost of the Work (ECW)” means the estimated cost of the construction work, not including home office overhead.

“Fee for the Construction Work” means the amount established for the contractor's profit and home office overhead costs, as described in FAR Part 31, for the construction work.

“Guaranteed Maximum Price (GMP)” means the sum of the ECW, CCA, and the fee for the construction work.

(c) Guaranteed Maximum Price. This contract at award includes a GMP.

(d) Estimated Cost of the Work. The proposed ECW incorporated into the contract at award is a target ECW. A final ECW is negotiated during the design phase and is incorporated into the contract prior to exercise of the GMP option.

(e) Final Estimated Cost of the Work.

(1) Submission Requirements for Final ECW Proposal. During the design phase, and at a time agreed by the Contracting Officer, the Contractor must submit the following:

(i) A detailed statement of all construction costs, including early work packages in the performance of the construction work to date;

(ii) A detailed breakdown of home office overhead costs and a statement that the accounting practices used for the allocation of home office overhead on this contract is in accordance with the Contractor's established cost accounting practices;

(iii) A proposed final ECW;

(iv) Sufficient data to support the accuracy and reliability of the estimate;

(v) An explanation of the difference between the proposed final ECW and the target ECW used to establish the GMP; and

(vi) The Contractor's affirmation that:

(v) An explanation of the difference between the proposed final ECW and the target ECW used to establish the GMP; and

(A) The Contractor is satisfied that the project as described in the specifications and construction drawings is constructible using commercially practicable means and methods;

(B) The Contractor is satisfied that the construction work has been sufficiently described to enable it to estimate the cost of the work with reasonable accuracy;

(C) The Contractor has disclosed to the Contracting Officer all of its actual knowledge relating to design errors and omissions that may affect the cost of the work; and

(D) The Contractor acknowledges that the final ECW and time established for completion will not be adjusted on account of cost or time attributable to known design errors and omissions disclosed by the Contractor pursuant to paragraph (e)(1)(v)(C) of this clause. Unknown design errors and omissions that form the basis for a change order may still be settled in accordance with GSAR 552.243-71 Equitable Adjustments.

(2) Establishment of the Final ECW. The parties must negotiate a final ECW based on the data provided under paragraph (e)(1) of this clause. The final ECW must be established and incorporated into the Contract by bilateral modification. The Contracting Officer will not accept a final ECW proposal that does not include the written affirmation described in this clause. The Contracting Officer will not exercise the GMP option for construction work unless the final ECW has been incorporated into the contract.

(f) CMc Contingency Allowance. The CCA will be____ percent of the ECW [Contracting Officer insert percentage amount].

(g) Shared Savings Incentive. The Contractor will be entitled to ____ percent of the difference between the final GMP and the final cost of performance [Contracting Officer insert percentage amount].

(h) Adjustment of ECW and GMP. The ECW and GMP will be subject to adjustment for changes and any other conditions giving rise to entitlement to an adjustment under this contract. The ECW and GMP may be adjusted down for deletions to the scope of the construction services through a bilateral modification.

(i) Adjustment of CCA. If the sum of the final ECW, CCA, and fee for the construction work is greater than the GMP as established at contract award or as adjusted in accordance with FAR Part 43, then the Contractor should work with the Contracting Officer to identify measures to reduce the overall GMP, including reducing the CCA, reducing the fee, or as a last resort, reducing the scope of the project. At any time, the parties may agree to a different CCA than the amount expressed at time of contract award. Prior to the use of the CCA, the Contractor must coordinate approval following the procedures identified in the contract. For approved CCA uses, the CCA will be reduced and the ECW will be adjusted accordingly.

(j) Adjustment of the Fee for the Construction Work. The fee for the construction work may be adjusted for changes that are the basis for a change order, including scope changes, differing site conditions, and Government-caused delays. The fee for the construction work associated with a change order must not be driven by a fixed percentage. The fee for the construction work is not increased or decreased based on fluctuations in the actual costs of the work. At time of proposal submission, the fee elements may be expressed as a percentage of the ECW, but will be converted to a fixed amount prior to executing the GMP option.

(k) Conversion to Firm-Fixed-Price Prior to Final Settlement.

(1) Submission Requirements for Conversion to Firm-Fixed Price. If the parties agree to negotiate and establish a firm-fixed-price for construction work prior to the exercise of the GMP option, or at the request of the Contracting Officer, the Contractor will submit the following:

(i) A proposed firm-fixed-price proposal for the completion of the construction work, which must include all markups, including profit.

(ii) A detailed statement of any costs incurred in the performance of the contract work to date.

(2) Establishment of Firm-Fixed-Price.

(i) Prior to Exercise of GMP Option. The parties may negotiate and establish a firm-fixed-price for construction work prior to the exercise of the GMP option based on the data provided under paragraph (k)(1) of this clause; provided that the firm-fixed-price must not exceed the GMP. The Contracting Officer will

have the right, but not the obligation, to bilaterally exercise the GMP option at the firm-fixed-price within 120 calendar days of the establishment of such price.

(ii) After Exercise of the GMP Option. At any time prior to final settlement, the Contracting Officer may request that the Contractor provide a firm-fixed-price proposal for the completion of construction work in accordance with paragraph (k)(1) of this clause. Within 60 calendar days of such request, the Contractor will provide such data. Within 60 calendar days of receipt of the Contractor's proposal, the Contracting Officer will have the right, but not the obligation, to convert the contract to a firm-fixed-price contract through a bilateral modification at the proposed fixed-price or as otherwise negotiated by the parties; provided that the firm-fixed-price, plus any costs incurred in the performance of the construction work, must not exceed the GMP.

(iii) If any portion of the contract is converted to a firm-fixed-price, then that portion of the contract is no longer subject to open book accounting, a shared savings incentive, or the need for final settlement. If the contract is not converted to a firm-fixed-price contract, then the final settlement of the Contractor's compensation must be determined in accordance with paragraph (l) of this clause.

(3) Payments. If this contract is converted to a firm-fixed-price contract, the Contractor will submit a revised schedule of values for the construction work allocating the unpaid balance of the fixed price to the itemized work activities remaining uncompleted, which will be the basis for remaining progress payments.

(l) Final Settlement. The final settlement amount must consist of the cost of performance and the Contractor's shared savings incentive, if any, provided that in no event will the final settlement exceed the GMP. The final settlement amount must be the Contractor's total compensation due under the contract.

(1) Submission Requirements for Final Settlement Proposal. The Contractor must submit a final settlement proposal within 120 days of substantial completion to determine the cost of the construction work, which will include the following:

- (i) A detailed statement of all costs incurred by the Contractor in performing the construction work;
- (ii) A firm-fixed-price proposal for the performance of the remaining work, if any, that may be necessary to complete performance of the construction work;
- (iii) An executed release of claims, which will describe any and all exceptions, including a description of any outstanding claims; and
- (iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) Determination of the Cost of the Work. The cost of the construction work will be the sum of all costs incurred by the Contractor in performing the construction work, the proposed fixed price for performance of remaining work, if any, less the residual value of any Contractor retained inventory. In order to

determine the cost of the construction work, the Contractor will be subject to an audit of the Contractor's records and/or the Contractor's proposal. Establishment of the cost of the construction work will be subject to negotiation between the Government and the Contractor. In the event that the parties are unable to reach agreement, the Contracting Officer may unilaterally determine the cost of the construction work, and such determination will be subject to FAR Clause 52.233-1 Disputes.

(3) Determination of the Shared Savings Incentive. If the final cost of performance is equal to or greater than the final GMP, the Contractor is not entitled to any additional compensation. If the final cost of performance is less than the final GMP, the Contractor is entitled to the percentage specified in paragraph (g) of this clause, of the difference between the final GMP and the final cost of performance, as the shared savings incentive.

(m) Subcontracts. No subcontract placed under this contract may provide for cost-plus-a-percentage of cost. Any costs incurred by the Contractor as a result of such a subcontract must not be included in the cost of the construction work or the final settlement.

(n) Open Book Access.

(1) At any time prior to converting to firm-fixed-price, the Government and its representatives, including designated auditors and accountants, will have the right, but not the obligation, to attend any and all project meetings and must have access to any and all records maintained by the Contractor relating to the contract. The Contractor will include this requirement for open book access by the Government in its subcontracts for the contract.

(2) After converting to firm-fixed-price, the Government maintains the right to examine records under GSAR Clause 552.215-70.

(o) Termination. If this Contract is terminated, the Contractor must not be entitled to a shared savings incentive.

(p) The contractor agrees to incorporate the substance of this clause in all subcontracts under this contract.

(End of clause)

552.236-80 Accounting Records and Progress Payments.

As prescribed in [536.7107\(b\)](#), insert a clause substantially the same as the following clause:

Accounting Records and Progress Payments (JAN 2020)

(a) The Contractor will keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this contract. The Contractor's accounting and control systems must meet Generally Accepted Accounting Principles (GAAP) and provide for the following:

- (1) There is proper segregation of direct costs and indirect costs.
- (2) There is proper identification and accumulation of direct costs by contract.
- (3) There is a labor time distribution system that charges direct and indirect labor appropriately.

(b) The Contractor must afford access to and must permit any authorized representatives of the Government to audit, examine and copy any records, documents, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this contract. Records subject to audit, examination, and copying will include those records necessary to evaluate and verify all direct and indirect costs, including overhead and payroll tax and fringe benefit allocations, as they may apply to costs associated with the contract. The Contractor will preserve these records for a period of three years after the final payment, or for such longer period as may be required by law.

(c) The records identified in paragraphs (b) of this clause will be subject to inspection and audit by the Government or its authorized representative for, but not limited to, evaluating and verifying:

- (1) Contractor compliance with contract requirements;
- (2) Compliance with pricing change orders, invoices, applications for payment, or claims submitted by the contractor or any of its subcontractors at any tier, including vendors and suppliers.

(d) If requested by the Government, the Contractor must promptly deliver to the Government or its designee copies of all records related to the contract, in a form acceptable to the Government. The Contractor must provide to the Government or its authorized representative such records maintained in an electronic format in a computer readable format on data disks or suitable alternative computer data exchange formats.

(e) The Government will have access to the Contractor's facilities, will be allowed to interview all current and former employees to discuss matters pertinent to the contract, and must be provided adequate work space, in order to conduct audits and examinations.

(f) If any audit or examination of the Contractor's records discloses total findings resulting in overpricing or overcharges by the Contractor to the Government in excess of one-quarter percent of the total contract billings, the Contractor will immediately reimburse the Government for the overcharges. The Contractor must also reimburse the Government for the costs of the audit unless otherwise agreed to by the Government and the Contractor.

(g) The Government will be entitled to audit all modifications, including lump-sum modifications, to determine whether the proposed costs, as represented by the Contractor and any of its subcontractors, are in compliance with the contract. If it is determined that the costs proposed under a modification, including lump-sum modifications, are not in compliance with the contract, the Government reserves the right to adjust the amount previously approved and included in the modification.

(h) If the Contractor fails to comply with any conditions in this clause, the Contracting Officer may retain a maximum of 10 percent of the amount of each payment request submitted until such deficiencies are corrected.

(i) These requirements regarding accounting records must not mitigate, lessen nor change any other requirements in the contract regarding audits, payment submissions, records, or records retention.

(j) The contractor agrees to incorporate the substance of this clause in all subcontracts under this contract

(End of clause)

552.236-81 Commencement, Prosecution, and Completion of Work.

As prescribed in 536.101-7(h), insert the following clause:

Commencement, Prosecution, and Completion of Work (GSAR DEVIATION) (SEPT 2026)

(a) The Contractor must not commence work until the Contracting Officer issues a notice to proceed.

(b) The Contractor must commence work under this contract within _____ calendar days after the date the Contractor receives the notice to proceed.

(c) Notwithstanding paragraph (a) and (b) of this clause, the Contractor must submit any required safety plans before commencing any construction work.

(d) The Contractor must prosecute the work diligently and must complete the entire work ready for use not later than _____.*. The time stated for completion includes final cleanup of the premises.

(e) The Contractor must diligently prosecute the work so as to achieve substantial completion of the work within the time specified in the contract. If the contract specifies different completion dates for different phases or portions of the work, the Contractor must diligently prosecute the work so as to achieve substantial completion of such phases or portions of the work within the times specified.

* The Contracting Officer must specify either a number of days after the date the Contractor receives the notice to proceed, or a calendar date.

(End of clause)

552.236-82 Substantial Completion.

As prescribed in 536.101-7(i), insert the following clause:

Substantial Completion (GSAR DEVIATION) (SEPT 2019)

(a) General.

(1) For the purposes of GSAR 552.236-81, Commencement, Prosecution and Completion of Work, and FAR [52.211-12](#), Liquidated Damages-Construction, the work must be deemed complete when it is “substantially complete.”

(2) There may be different completion dates required for different phases or portions of the work, as established in the contract. However, the work must be deemed “substantially complete” if and only if the Contractor has completed the work and related contract obligations in accordance with the contract documents, such that the Government may enjoy the intended access, occupancy, possession, and use of the entire work without impairment due to incomplete or deficient work, and without interference from the Contractor's completion of remaining work or correction of deficiencies in completed work.

(3) In no event must the work be deemed “substantially complete” if all fire and life safety systems are not tested and accepted by the authority having jurisdiction, where such acceptance is required under the contract.

(4) Unless otherwise specifically noted, or otherwise clear from context, all references in the contract to “acceptance” must refer to issuance of a written determination of substantial completion by the Contracting Officer.

(b) Notice of Substantial Completion.

(1) With reasonable advance notice, the Contractor must submit to the Contracting Officer a written proposal recommending a substantial completion date.

(2) If the Contracting Officer takes exception to the notice of substantial completion, the Contractor must be entitled to a written notice of conditions precluding determination of substantial completion. The Contractor must only be entitled to an extension of time to address such conditions if, and to the extent that, the Contracting Officer provides notice of such conditions more than 30 calendar days after receipt of the notice of substantial completion.

(c) Acceptance of Substantial Completion.

(1) The Contracting Officer must conduct inspections and make a determination of substantial completion within a reasonable time.

(2) Substantial Completion must be established by the Contracting Officer's issuance of a written determination specifying the date upon which the work is substantially complete.

(d) Contract Completion.

(1) The Contract is complete if and only if the Contractor has completed all work and related contract obligations, corrected all deficiencies and all punch list items, and complied with all conditions for final payment.

(2) The Contractor must not be entitled to final payment or release of any retainage held by the Government until after contract completion. If the Contractor does not achieve contract completion within the time required by this contract, the Government must be entitled, after providing notice to the Contractor, to complete any work remaining unfinished. The Contractor must be liable to the Government for all costs incurred by the Government to complete such work.

(End of clause)

552.236-83 Liquidated Damages — Construction.

As prescribed in 536.101-7(j), insert the following clause:

Liquidated Damages — Construction (GSAR DEVIATION) (SEPT 2019))

The requirements of the clause entitled “Liquidated Damages-Construction” at FAR [52.211-12](#), are supplemented as follows:

(a) If the Contractor fails to achieve substantial completion of the work within the time specified in the contract, the Contractor must be liable to the Government for liquidated damages at the rate specified for each calendar day following the required completion date that the work is not substantially complete.

(b) If the contract requires different completion dates for different phases or portions of the work, the Contractor must be liable for liquidated damages at the specified rate for each calendar day following the required completion date that the phase or portion of work is not substantially complete. If a single rate is specified, the specified rate must be apportioned between the different phases or portions of the work.

(c) If the Government elects to accept any portion of the work not specifically designated as a phase or portion of work with its own required completion date, the liquidated damage rate must be apportioned between accepted work and uncompleted work, and the Contractor's liability for liquidated damages must be computed accordingly.

(End of clause)

552.236-84 Time Extensions.

As prescribed in 536.101-7(k), insert the following clause:

Time Extensions (GSAR DEVIATION) (SEPT 2019)

The requirements of the clause entitled “Time Extensions” at FAR [52.211-13](#), are supplemented as follows:

(a) If the Contractor requests an extension of the time for substantial completion, the Contractor must base its request on an analysis of time impact using the project schedule as its baseline, and must propose a new substantial completion date to account for the impact. The Contractor must submit a written request to the Contracting Officer setting forth facts and analysis in sufficient detail to enable the Contracting Officer to evaluate the Contractor's entitlement to an extension of time.

(b) The Contractor must only be entitled to an extension of time to the extent that-

(1) Substantial completion of the work is delayed by causes for which the Contractor is not responsible under this contract; and

(2) The actual or projected substantial completion date is later than the date required by this contract for substantial completion.

(c) The Contractor must not be entitled to an extension of time if the Contractor has not updated the project schedule in accordance with the contract.

(d) The Government must not be liable for any costs to mitigate time impacts incurred by the Contractor that occur less than 30 calendar days after the date the Contractor submits a request for extension of time in compliance with this clause.

(End of clause)

552.237

552.237-71 Qualifications of Employees

As prescribed in [537.110](#), insert the following clause:

Qualifications of Employees (MAY 1989)

(a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

(b) The Contractor must fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and its employees will be fingerprinted.

(c) Each employee of the Contractor must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

(End of clause)

552.237-72 [Reserved]

552.237-73 Restriction on Disclosure of Information

As prescribed in [537.270](#), insert the following clause:

Restriction on Disclosure of Information (JUNE 2009)

(a) The Contractor must, in the performance of this contract, keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor will not publish or otherwise divulge such information in whole or in part, in any manner or form, nor authorize or permit others to do so. The Contractor will take such reasonable measures as are necessary to restrict access to such information, while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor must immediately notify, in writing, the Contracting Officer in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor must not disclose any information concerning the work under this contract to any persons or entity unless the Contractor obtains prior written approval from the Contracting Officer.

(c) The Contractor will insert the substance of this clause in any consultant agreement or subcontract under this contract.

(d) Any unauthorized disclosure of information may result in termination of this contract for cause.

(End of clause)

552.238

552.238-70 [Reserved]

552.238-71 [Reserved]

552.238-72 [Reserved]

552.238-73 [Reserved]

552.238-74 [Reserved]

552.238-75 [Reserved]

552.238-76 [Reserved]

552.238-77 Pricing and Catalog Data.

As prescribed in 538.202, insert the following clause:

Pricing and Catalog Data (GSAR Deviation)(SEPT 2026)

(a) The Contractor must —

(1) Submit its Federal Supply Schedule (FSS) pricing and catalog data, such as its Authorized FSS Price List, using the electronic platform(s) designated by GSA. The electronic platform(s), including instructions, is available at *[Insert website or location where this information is available]*.

(2) Maintain its FSS pricing and catalog data to ensure it remains current, accurate, and complete in accordance with the electronic platform requirements. Outdated, inaccurate, or incomplete data will require correction by the Contractor.

(3) Use the online market place(s) designated by GSA. The online market place(s), including instructions for its use, is available at: *[Insert website or location this information is available]*.

(b) Failure to comply with this clause or other contract requirements may result in temporary removal of the Contractor's FSS pricing and catalog data, in whole or in part, from FSS systems. The initial temporary removal period will not exceed 90 calendar days. The FSS Contracting Officer may extend the removal period for up to an additional 30 calendar days. Notice and rationale for the extension will be provided to the Contractor prior to expiration of the initial temporary removal period.

(1) The FSS Contracting Officer will notify the Contractor in writing prior to temporarily removing its FSS pricing and catalog data. The notification will state the reason(s) for removal and, if applicable, a designated timeframe for the Contractor to take appropriate action to resolve the basis for removal.

(2) Unless authorized by the FSS Contracting Officer, the Contractor may not accept new orders for a product, service, or solution covered by the temporary

removal. The Contractor must continue performance of existing orders to completion (inclusive of any exercised options) unless otherwise directed by the ordering activity.

(c) GSA's rights and remedies provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(d) GSA may unilaterally make changes to the designated electronic platform, online marketplace, and associated instructions for using them. Such changes will go into effect immediately.

(End of clause)

552.238-78 [Reserved]

552.238-79 Cancellation.

As prescribed in 538.202, insert the following clause:

Cancellation (GSAR Deviation)(SEPT 2026)

(a) *Cancellation.* Either party may cancel this contract in whole or in part by providing written notice. Either party may rescind its cancellation notice at any time prior to the effective date by providing written notice to the other party. If the Contractor elects to cancel this contract, GSA will not pay any outstanding portion of the minimum guarantee.

(1) Whole cancellation is effective 30 calendar days after receipt of the notice of cancellation by the other party. Partial cancellation is effective on the date specified in the notice of cancellation or if no date is specified, the date the other party receives the notice.

(2) Upon cancellation in whole or in part, the Contractor must continue performance of existing orders to completion (inclusive of any exercised options) unless otherwise directed by the ordering activity. Upon cancellation in whole, the Contractor is not authorized to accept any additional orders under this contract. For partial cancellation, the Contractor is no longer authorized to accept orders under this contract for the cancelled products, services, or solutions.

(b) GSA's rights and remedies provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

552.238-80 Transactional Data and Contract Fee Requirements.

As prescribed in 538.202, insert the following clause:

Transactional Data and Contract Fee Requirements (GSAR Deviation)(SEPT 2026)

(a) Definition. *Transactional data*, as used in this clause, means the historical details of the products, services, or solutions provided by the Contractor during the performance of orders issued against this contract.

(b) *Transactional Data requirements.* (1) The Contractor must report transactional data using the designated system and in accordance with the instructions at [*Insert the website or the location this information is available*].

(2) The Contractor must provide, at no additional cost to GSA, the following transactional data, as applicable:

- (i) Contract or Blanket Purchase Agreement (BPA) Number.
- (ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).
- (iii) Non Federal Entity.
- (iv) Description of Deliverable.
- (v) Manufacturer Name.
- (vi) Manufacturer Part Number.
- (vii) Unit of Measure.
- (viii) Quantity of Item Sold.
- (ix) Universal Product Code.
- (x) Price Paid Per Unit.
- (xi) Total Price.
- (xii) Special Item Number (SIN).
- (xiii) Agency Name (for OS4 SINs only).
- (xiv) Tier 3 Agency Name (for OS4 SINs only).
- (xv) Order Date.
- (xvi) Ship Date.
- (xvii) Zip Code Shipped To.
- (xviii) Federal Customer - Treasury Agency Code.
- (xix) Unique Catalog Identifier (UCID).
- (xx) Cloud Service Type.
- (xxi) Order Type.
- (xxii) Order Discount.
- (xxiii) Worksite.

(3) The Contractor may provide, at no additional cost to GSA, the following transactional data, as applicable: [*Insert the applicable information*].

(4) GSA may share transactional data with other Government agencies for official purposes.

(c) *Contract Fee requirements.* (1) This contract includes one or more contract fees. The contract fee is paid by the ordering activity, but remitted to GSA by the Contractor.

(2) The Contractor must include applicable contract fee(s) in its contract pricing. Contract fees are to be included in the applicable contract price(s) and reflected in the total amount charged to ordering activities.

(3) The Contractor must remit the contract fee using the designated system(s) and in accordance with the instructions at: *[Insert the website or the location(s) where this information is available]*.

(4) The Contractor's failure to remit the full amount of the contract fee owed within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the U.S. Government under the terms of FAR subpart 32.6. GSA may exercise any and all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt in accordance with the clauses at 552.212-4(i)(5) or FAR 52.232-17, as applicable.

(d) *Changes.* GSA may unilaterally change transactional data and contract fee requirements. Changes to transactional data and contract fee requirements, such as instructions and designated system, will be effective immediately. Changes to the contract fee amount or transactional data elements (i.e., the addition or deletion of transactional data elements) will be effective 60 calendar days after notification to the Contractor.

(e) *Right and remedies.* Failure to comply with this clause may result in termination for cause. GSA's rights and remedies provided in this clause are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

552.238-81 [Reserved]

552.238-82 Contractor Initiated Modifications.

As prescribed in 538.202, insert the following clause:

Contractor Initiated Modifications (GSAR Deviation)(SEPT 2026)

(a) This clause applies to the Contractor's Federal Supply Schedule (FSS) contract. This clause does not apply to orders placed or blanket purchase agreements established under this contract.

(b) To request a contract modification the Contractor must submit a request using the designated system at *[Insert website or location where this information is available]*. At a minimum, modification requests must describe the proposed change(s) and provide the rationale for the proposed change(s). Instructions for submitting modification requests are available at *[Insert website or location where this information is available]*.

(c) Modification requests are subject to review and evaluation by the FSS Contracting Officer. Submission of a request is not a guarantee of acceptance. Modifications will only be incorporated into the contract upon written approval by the FSS Contracting Officer.

(d) The effective date of any change to the contract as a result of an approved request will be specified in the contract modification.

(e) GSA reserves the right to unilaterally change the designated system or instructions for submission of modification requests. Such changes will go into effect immediately.

(f) The Contractor must, when applicable, update its pricing and catalog data in accordance with the instructions at *[Insert website or location where this information is available]* to reflect the changes included in the modification.

(End of clause)

552.238-83 Examination of Records by GSA (Federal Supply Schedules).

As prescribed in 538.202, insert the following clause:

Examination of Records by GSA (Federal Supply Schedules) (GSAR Deviation)(SEPT 2026)

(a) The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract, including orders and BPAs, for overbillings, billing errors, or compliance with GSAR 552.238-80.

(b) For contract-level and BPA records, this authority expires 3 years after final payment on the last order placed during that contract/option period or during the BPA ordering period. For purposes of this clause, each extension under GSAR 552.238-116 is treated as a separate contract/option period.

(c) For order-level records, this authority expires 3 years after final payment made by the ordering activity for the specific order to which the books, documents, papers, and records relate.

(End of clause)

552.238-84 [Reserved]

552.238-85 [Reserved]

552.238-86 [Reserved]

552.238-87 [Reserved]

552.238-88 [Reserved]

552.238-89 [Reserved]

552.238-90 [Reserved]

552.238-91 [Reserved]

552.238-92 [Reserved]

552.238-93 [Reserved]

552.238-94 [Reserved]

552.238-95 [Reserved]

552.238-96 [Reserved]

552.238-97 [Reserved]

552.238-98 [Reserved]

552.238-99 [Reserved]

552.238-100 [Reserved]

552.238-101 [Reserved]

552.238-102 [Reserved]

552.238-103 [Reserved]

552.238-104 [Reserved]

552.238-105 [Reserved]

552.238-106 [Reserved]

552.238-107 [Reserved]

552.238-108 [Reserved]

552.238-109 [Reserved]

552.238-110 [Reserved]

552.238-111 [Reserved]

552.238-112 Definitions — Federal Supply Schedule Contracts.

As prescribed in 538.202, insert the following clause:

Definitions — Federal Supply Schedule Contracts (MAR 2024)

As used in this contract,

Eligible means an entity that meets the requirements prescribed by statute, regulation, or other authority for purposes of being able to use Federal Supply Schedule (FSS) contracts. Information about FSS eligibility is available at <https://www.gsa.gov/eligibilitydeterminations>.

Ordering activity (also called “*ordering agency*” and “*ordering office*”) means an entity that is eligible to place orders or establish blanket purchase agreements (BPA) under this contract.

(End of clause)

552.238-113 Authorities Supporting Use of Federal Supply Schedule Contracts.

As prescribed in 538.202, insert the following clause:

Authorities Supporting Use of Federal Supply Schedule Contracts (GSAR
Deviation)(SEPT 2026)

(a) Ordering activities are able to use Federal Supply Schedule (FSS) contracts based upon a number of statutes, regulations, and other authorities. Authorities allowing ordering activities use of FSS contracts include:

(1) 25 U.S.C. 1660g(e), which provides for the use by urban Indian organizations, as defined in 25 U.S.C. 1603, for the purposes of carrying out a contract or grant pursuant to 25 U.S.C. chapter 18, subchapter IV.

(2) 25 U.S.C. 2507, which provides for the use by tribally controlled schools, as defined in 25 U.S.C. 2511, for the purposes of carrying out a grant pursuant to 25 U.S.C. chapter 27 (known as the Tribally Controlled Schools Act).

(3) 25 U.S.C. 4111(j), which provides for the use by Indian Tribes, as defined in 25 U.S.C. 4103, and tribally designated housing entities, as defined in 25 U.S.C. 4103, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 43 (known as the Native American Housing Assistance and Self Determination Act (NAHASDA)).

(4) 25 U.S.C. 5324(k), which provides for the use by Tribal organizations, as defined in 25 U.S.C. 5304, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 46 (known as the Indian Self-Determination and Education Assistance Act (ISDEAA)).

(5) 25 U.S.C. 5370 and 25 U.S.C. 5396, which provides for the use by Indian Tribes, as defined in 25 U.S.C. 5304, for the purpose of carrying out a compact or funding agreement pursuant to 25 U.S.C. chapter 46 (known as ISDEAA).

(6) 40 U.S.C. 113(d), which provides for the use by the Senate, the House of Representatives, and the Architect of the Capitol (including any building, activity, or function under the direction of the Architect of the Capitol).

(7) 40 U.S.C. 501, which provides for the use by executive agencies as defined in 5 U.S.C. 105.

(8) 40 U.S.C. 502(a), which provides for the use by Federal agencies as defined in 40 U.S.C. 102, the District of Columbia, and mixed-ownership Government corporations as defined in 31 U.S.C. 9101.

(9) 40 U.S.C. 502(b), which provides for the use by qualified nonprofit agencies for other severely disabled, as defined in 41 U.S.C. 8501(6), and qualified nonprofit agencies for the blind, as defined in 41 U.S.C. 8501(7), for the purposes of making or providing to the Government a commodity or service that has been determined by the Committee for Purchase From People Who Are Blind or Severely Disabled under 41 U.S.C. 8503 to be suitable for procurement by the Government.

(10) 40 U.S.C. 502(c), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purpose of purchasing the types of supplies and services described in 40 U.S.C. 502(c). The types of supplies and services described in 40 U.S.C. 502(c) are limited to those available in the Information Technology Category and the Security and Protection Category (or any successor categories). The GSA program implementing this authority is the Cooperative Purchasing program.

(11) 40 U.S.C. 502(d), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purposes of facilitating disaster preparedness or response, facilitating 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 facilitating recovery from terrorism, nuclear, biological, chemical, or radiological attack. The GSA program implementing this authority is the Disaster Purchasing program.

(12) 40 U.S.C. 502(e), which provides for the use by the American National Red Cross and other qualified organizations, as defined in 40 U.S.C. 502(e)(3). Purchases under this authority by the American National Red Cross shall be used in furtherance of the purposes of the American National Red Cross set forth in 36 U.S.C. 300102. Purchases under this authority by other qualified organizations shall be used in furtherance of purposes determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency.

(13) 42 U.S.C. 247d, which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), when a public health emergency has been declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act. The GSA program implementing this authority is the Public Health Emergencies program.

(14) FAR 8.105, which provides for the use by contractors, including subcontractors, when such use is authorized pursuant to FAR 52.208-9, 52.208-90, and 52.208-91.

(b) [Reserved]

(End of clause)

552.238-114 Use of Federal Supply Schedule Contracts by Eligible Non-Federal Entities.

As prescribed in 538.7005, insert the following clause:

Use of Federal Supply Schedule Contracts by Eligible Non-Federal

Entities (GSAR Deviation)(SEPT 2026)

(a) *Definition* — Non-Federal entity, as used in this clause, means any State, local, territorial, or Tribal government, or any instrumentality thereof (including any local educational agency or institution of higher education); and any other non-Federal organization (e.g., a qualified nonprofit agency as defined in 40 U.S.C. 502(b)).

(b) *Responsibilities*. Eligible non-Federal entities are responsible for complying with —

(1) FSS ordering guidance. Information about GSA's FSS contracts, including ordering guidance is available at <https://www.gsa.gov/schedules>; and

(2) Any conditions of the underlying authority(ies) supporting the use of FSS contracts (e.g., 40 U.S.C. 502(c) limits purchases to specific supplies and services available under FSS contracts).

(c) *Acceptance*. (1) The Contractor is encouraged, but not obligated, to accept orders from eligible non-Federal entities under this contract. The Contractor may, within 5 business days of receipt of an order, reject an order from an eligible non-Federal entity for any reason. However, purchase card orders must be rejected within 24 hours of receipt of the order. Failure to reject an order within these timeframes shall constitute acceptance.

(2) The Contractor is encouraged, but not obligated, to enter into blanket purchase agreements (BPAs) with eligible non-Federal entities under the terms of this contract. The Contractor should respond to any requests to enter into a BPA within 5 business days of receipt of the request.

(d) *Conditions of acceptance*. If the Contractor accepts an order from or enters into a BPA with an eligible non-Federal entity under this contract, the following conditions apply:

(1) For orders, a separate contract is formed between the Contractor and the eligible non-Federal entity (herein “the parties”). For BPAs, a separate agreement is formed between the parties.

(2) The resultant order or BPA shall incorporate by reference all the terms and conditions of this contract except for:

(i) FAR 52.233-1, and

(ii) Paragraphs (d) Disputes, (h) Patent indemnity, and (r) Compliance with laws unique to Government contracts, of GSAR 552.212-4.

(3) GSA is not liable for the performance or nonperformance of any order or BPA entered into under this contract by the parties. To the extent authorized by law, the parties are encouraged to resolve disputes through alternative dispute resolution.

(4) Neither party will look to, primarily or in any secondary capacity, or file any claim against GSA with respect to any failure of performance by the other party.

(e) *Additional terms and conditions.* Terms and conditions required by statute, ordinance, regulation, or as otherwise required by an eligible non-Federal entity may be made a part of an order or a BPA to the extent that these terms and conditions do not conflict with the terms and conditions of this contract. The Contractor should review any such additional terms and conditions prior to accepting an order or entering into a BPA with an eligible non-Federal entity.

(f) *Payment.* (1) The Contractor is responsible for obtaining all payments due to the Contractor from the eligible non-Federal entity under the terms and conditions of the order or the BPA entered into under this contract, without recourse to GSA.

(2) If an eligible non-Federal entity is subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such entities. If an eligible non-Federal entity is not subject to a State prompt payment law, the terms and conditions of paragraph (i) of GSAR 552.212-4, apply to such entities in the same manner as to Federal entities.

(End of clause)

552.238-115 Federal Supply Schedule Order-Level Materials Requirements.

As prescribed in 538.202, insert the following clause:

Federal Supply Schedule Order-Level Materials Requirements (GSAR Deviation)(SEPT 2026)

(a) *Definitions.*

Micro-purchase threshold and *Simplified acquisition threshold* have the meanings provided in FAR 2.101.

Order-level materials (OLMs) has the meaning provided in 538.7101.

(b) *Authorization.* The Contractor must have the OLM SIN on their contract in order to propose and acquire OLMs under this contract. (1) Unless prohibited by the ordering activity, the Contractor may propose OLMs —

(i) In response to a request for quote (RFQ).

(ii) Upon request by the ordering activity.

(iii) During performance of an order that includes an OLM line item that provides such authorization.

(2) Authorization to acquire OLMs from other Government sources (see FAR 52.208-9, 52.208-90, and 52.208-91) is required, except a separate authorization under FAR 52.208-90 is not required for OLMs acquired from other FSS contracts.

(b) *Limitations.* (1) The Contractor shall not propose or acquire OLMs that:

(i) They are prohibited from offering or selling.

(ii) Fail to comply with the terms and conditions of this contract.

(iii) Knowingly circumvent any limitations on the ordering activity's eligibility or authority to use the Federal Supply Schedule (FSS) program, such as the Cooperative Purchasing program or other initiatives which limit purchases to certain FSS categories.

(2) The Contractor, to the extent practicable, should seek to add frequently used OLMs to their contract or consider entering into a FSS contractor team arrangement.

(c) *Required information.* (1) The Contractor must provide, at a minimum, the following information for each OLM being proposed:

(i) Description.

(ii) Source (i.e., FSS contract, other Government source, or other source).

(iii) Pricing.

(2) The ordering activity may require the Contractor to provide additional documentation.

(d) *Order of priority.* OLMs should be proposed and acquired in the following order, unless otherwise directed by the ordering activity:

(1) Government sources, including other FSS contracts.

(2) Other sources, such as commercial sources.

(e) *Procedures.* The following procedures apply based on the source used to acquire the OLMs:

(1) *Government sources.* The Contractor must follow the ordering procedures established by the Government source being used to acquire the OLMs.

(2) *Other sources.* (i) *Acquisitions valued at or below the micro-purchase threshold.* Acquire OLMs from any source that can meet the need.

(ii) *Acquisitions valued above the micro-purchase threshold.* To the maximum extent practicable, acquire OLMs on a competitive basis from the source(s) that can meet the need. If the Contractor is unable to obtain competition, the Contractor must maintain documentation of why competition could not be reasonably obtained.

(End of clause)

552.238-116 Option to Extend the Term of the FSS Contract.

As prescribed in 538.202, insert the following clause:

Option to Extend the Term of the FSS Contract (GSAR Deviation)(SEPT 2026)

(a) This clause applies only to this Federal Supply Schedule (FSS) contract. It does not apply to orders placed or blanket purchase agreements established against this FSS contract.

(b) GSA may extend the term of this contract for up to an additional 5 year period. There is no limit to the number of times this option may be exercised.

(c) The FSS Contracting Officer may exercise the option by providing written notice to the Contractor 30 days before the contract expires.

(End of clause)

552.238-117 Price Adjustment — Failure to Provide Accurate Information.

As prescribed in 538.202, insert the following clause:

Price Adjustment — Failure to Provide Accurate Information (GSAR Deviation)(SEPT 2026)

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

(1) Provide information required by this solicitation/contract or otherwise requested by GSA; or

(2) Submit information that was current, accurate, and complete; or

(3) Disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

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

(c) If any reduction in the contract price under this clause reduces the price for products, services, solutions for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor will be liable to and will pay the ordering activity —

(1) The amount of the overpayment; and

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

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

(e) In addition to the remedy in paragraph (a) of this clause, GSA may terminate this contract for cause. GSA's rights and remedies provided in this clause are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

552.238-118 [Reserved]

552.238-119 [Reserved]

552.238-120 [Reserved]

552.238-190 Federal Supply Schedule Contractor Team Arrangements.

As prescribed in 538.202, insert the following clause:

Federal Supply Schedule Contractor Team Arrangements (GSAR Deviation)(SEPT 2026)

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

Federal Supply Schedule (FSS) Contractor Team Arrangement (CTA) means an arrangement in which two or more FSS contractors form a partnership to act as a prime contractor in performance of one or more orders or blanket purchase agreements (BPAs). FSS CTAs are not joint ventures, subcontracting arrangements, or required in order for a contractor to acquire products, services, or solutions from another FSS contractor in accordance with 538.7102-1(e).

FSS CTA agreement means a written document, signed by a representative of each FSS contractor who is authorized to bind that contractor, describing the roles and responsibilities of each FSS contractor participating in the FSS CTA.

(b) *General.* Two or more FSS contractors can combine their offerings and propose an FSS CTA to meet an ordering activity's needs. The ordering activity has privity of contract with each FSS contractor participating in the FSS CTA for the performance of the order or BPA. Learn more about FSS CTAs at <http://www.gsa.gov/schedules>.

(c) *Responsibility.* Each FSS contractor participating in the FSS CTA must:

- (1) Have an active FSS CTA agreement covering the applicable orders or BPAs; and
- (2) Comply with the terms and conditions of their respective FSS contract, BPA (if applicable), and order. For example, each FSS CTA participant is responsible

for reporting transactional data and remitting the contract fee for the products, services, and solutions they provide under the FSS CTA.

(End of clause)

552.239-191 Federal Supply Schedule Contract Requirements.

As prescribed in 538.202, insert the following clause:

Federal Supply Schedule Contract Requirements
(GSAR Deviation)(SEPT 2026)

(a) *English language.* Unless otherwise requested by the Federal Supply Schedule (FSS) Contracting Officer or specified within an order or blanket purchase agreement, the Contractor must submit documentation in the English language. This requirement applies to all documentation provided by the Contractor to fulfill the terms of this contract including, but not limited to, contract and order-level deliverables and pricing and catalog data requirements.

(b) *U.S. Dollar.* U.S. dollar equivalency, if applicable to an order, will be based on the rates published in the “Treasury Reporting Rates of Exchange” in effect as of the date of the order or based on the requirements established in the order.

(c) *Interpretation.* No interpretation of any provision of this contract, including applicable specifications, will be binding on GSA unless agreed to in writing by the FSS Contracting Officer.

(d) *Contract administration.* The Contractor must designate a contract administrator to represent the Contractor in all matters related to this contract. The contract administrator is responsible for overall compliance with contract terms and conditions and is the primary point of contact for the FSS Contracting Officer. The FSS Contracting Officer must be notified, in writing, of the individual(s) designated as the contract administrator and promptly notified of any changes.

(e) *Prompt payment discount.* Discounts for prompt payment may be offered at the contract, blanket purchase agreement (BPA), or order level. Prompt payment discounts that are included in this contract are binding on the Contractor for all orders placed and BPAs established under this contract. Prompt payment discounts offered only on an individual order or BPA will be binding on the Contractor only for the particular order or BPA on which the prompt payment discount is offered.

(f) *Price reduction.* The FSS Contracting Officer may request or the Contractor may offer a price reduction to contract pricing at any time during contract performance. These price reductions are separate from prompt payment discounts, order-level discounts or concessions, and downward price adjustments resulting from another contract term and condition, such as the economic price adjustment

clause. Price reductions may be for any duration and may be offered on a temporary or permanent basis.

(g) *Order-level discounts and concessions.* Ordering activities may request or the Contractor may offer order-level price discounts or other concessions. Order-level price discounts and other concessions do not require a contract modification and are binding on the Contractor only for the particular order(s) or BPA(s) on which the order-level price discount or other concession is offered.

(h) *Modifications.* GSA may issue mass modifications for purposes of revising the terms and conditions of this contract. Failure to accept a mass modification by the acceptance date designated by the FSS Contracting Officer may result in Contractor pricing and catalog data being temporarily removed or this contract being cancelled.

(i) *Section 508.* Unless an exception at FAR 39.104-4 or exemption at FAR 39.104-5 applies, information and communication technology (ICT), as defined in FAR 2.101, offered by the Contractor under this contract must meet Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance Board's (U.S. Access Board) ICT accessibility standards at 36 CFR 1194.1. For commercial products and commercial services compliance is determined in accordance with FAR 39.104-3. Specific ICT accessibility requirements and validation will be defined at the order level. Learn more at <https://www.section508.gov>.

(j) *Order-level performance.* (1) GSA reserves the right to:

(i) Solicit or collect feedback from ordering activities regarding contractor performance (e.g., customer surveys); and

(ii) Review order-level information and data regarding contractor performance (e.g., Contractor Performance Assessment Reporting System report).

(2) If the Contractor has less than satisfactory order-level performance, the FSS Contracting Officer may require the Contractor to submit information regarding performance issues.

(k) *Rights and remedies.* GSA's rights and remedies provided in this clause are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

552.238-192 Federal Supply Schedule Order-level Requirements.

As prescribed in 538.202, insert the following clause:

Federal Supply Schedule Order-level Requirements (GSAR Deviation)(SEPT 2026)

The Contractor must comply with the requirements specified in each order placed and BPA established under this contract. Requirements may include:

(a) Security clearance requirements (e.g., facility and personnel).

(b) Travel requirements. The Contractor may be required to travel in performance of orders under this contract. Allowable travel and per diem charges are reimbursable in accordance with FAR 31.205-46, or can be priced as a fixed price line item unless otherwise stated in the order. Profit will not be applied to travel or per diem charges. Any contract fee does not apply to travel or per diem charges. Travel may be identified in the order as a not-to-exceed travel ceiling or fixed-price line item.

(c) Certification, license, and accreditation requirements.

(d) Insurance requirements.

(e) Personnel requirements (e.g., key personnel).

(f) Organizational conflicts of interest requirements (see FAR subpart 9.5).

(g) Invoicing and payment requirements.

(h) Deliverable and data requirements.

(i) Inspection and acceptance requirements.

(j) Delivery, packaging, and transportation requirements.

(k) Government-furnished property requirements.

(l) Accessibility requirements as noted in Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance Board's (U.S. Access Board) ICT accessibility standards at 36 CFR 1194.1. Learn more at <https://www.section508.gov>.

(m) Overseas differential pay requirements. Overseas differentials may be applied to support Contractor performance in designated locations. The ordering activity may determine if a differential is warranted and establish the appropriate labor rate or additional price, using U.S. Department of State regulations and allowances (e.g., Danger Pay) as a reference. Contractors may be required to provide the employee's basic pay to the ordering activity for calculating the differential.

(End of clause)

552.238-193 Product Offering and Sales Requirements.

As prescribed in 538.202, insert the following clause:

Product Offering and Sales Requirements (GSAR Deviation)(SEPT 2026)

(a) *Applicability.* This clause applies to offerings and sales of products made by Contractors other than the manufacturer of such products. This clause applies

specifically to, but is not limited to, Contractors who are resellers and distributors. This clause does not apply to Contractors who are also the manufacturer of the product(s) being offered and sold under this contract.

(b) *Terms of Offering and Sales.* (1) Contractors must not offer or sell products under this contract for which they do not have authorization or for which the manufacturer of the product has prohibited the Contractor from offering or selling.

(2) For products that manufacturers manage through any “authorized supplier”, “controlled distribution”, or other similar program, the Contractor must be included in such a program to offer or sell products under this contract. GSA will rely on information provided by the manufacturer to identify such authority, to the extent provided by the manufacturer.

(c) *Discrepancies.* In the event GSA becomes aware of any discrepancy regarding a Contractor’s authorization, or manufacturer prohibition, the Federal Supply Schedule Contracting Officer will notify the Contractor in writing. The Contractor will have 30 days to respond to the discrepancy unless a different time is specified in the notice.

(e) *Rights and remedies.* Failure to respond to or resolve (if applicable) a discrepancy or to comply with the requirements of this clause may result in contract termination or cancellation. GSA’s rights and remedies provided in this clause are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

552.238-194 Sales Criteria.

As prescribed in 538.202, insert the following clause:

Sales Criteria (GSAR Deviation)(SEPT 2026)

The Federal Supply Schedule Contracting Officer may elect not to extend the term of the contract, or may take other appropriate remedies as authorized by law, regulation, and other rights under this contract, if contract sales do not meet the following criteria:

[Insert the applicable sale criteria requirements].

(End of clause)

552.239

552.239-7001 Basic Safeguarding of Data within Large Language Model Artificial Intelligence Systems

As prescribed in 539.71, insert the following clause:

Basic Safeguarding of Data within Large Language Model Artificial Intelligence Systems (GSAR Deviation)(Sept 2026)

(a) Applicability and Flowdown.

(1) Applicability.

(i) This clause applies only to the extent that, in performance of this task/delivery order, BPA or contract the Government is procuring an LLM, generative assistant, chatbot, agentic system, LLM-enabled document or productivity tool, or similar system where LLM functionality is a material feature and Government Data will be submitted directly to or produced by the LLM.

(ii) Unless otherwise identified by the contracting officer, this clause is self-deleting and imposes no obligation when-

(A) LLM use is limited to the contractor's internal business, back-office, operational, or performance-support systems — meaning internal tools and processes used to run or support the work, rather than the tools or services the Government is buying or directly using — and such systems are not delivered to or accessed by the Government, even if they incidentally process Government Data.

(B) LLM functionality is incidental or ancillary to the commercial products or services the Government is procuring where the product's primary purpose is not AI or LLM functionality, where the LLM functionality is not required (e.g., identified in the solicitation, statement of work, product description, or contract requirements), accessed by the Government, or used to process Government Data.

(2) Flowdown Requirements.

(i) The Contractor must flow down the specific paragraphs of the base clause to any applicable Subcontractor that performs AI Design, AI Development, AI Deployment, or Operation and Monitoring tasks, as described in NIST Artificial Intelligence (AI) Risk Management Framework (RMF) 1.0, Appendix A, in connection with an LLM used to process Government Data as part of the products or services being acquired to the extent such entity collects, processes, stores, retains, trains on, fine-tunes on, or otherwise handles Government Data.

(ii) The Contractor is not required to flow down paragraphs of this clause

that impose requirements concerning the origin, ownership, jurisdiction, or foreign control, including paragraphs (f)(2), (f)(3), and (i)(1)(iii), to an Open-LLM Component or Fully Open Model.

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

“*Background Data*” means any proprietary content, reference materials, knowledge bases, or other intellectual property that is

(1) owned, controlled, or licensed by the Contractor; and

(2) existed prior to, or was developed independently of, the contract, task/delivery order, or BPA.

Background Data includes information that may be used to develop or improve the LLM, or that may be referenced, retrieved, augmented, or otherwise incorporated into the LLM's processing or outputs through any enrichment mechanism, including but not limited to retrieval processes, vector stores, embeddings, knowledge graphs, plugins, tool calls, agent actions, or similar mechanisms.

“*Contractor*” means the entity that enters into the direct contract with GSA responsible for implementation of this clause (i.e., prime contractor) or, for the purposes of each flowdown requirement, the subcontractor or service provider functioning in the applicable role.

“*Custom Development*” means any design of or modifications, customizations, government-specific configurations, or enhancements to LLMs or associated implementations or workflows, and any related work product or deliverables, in each case developed specifically for the Government under the contract, task/delivery order, or BPA, including any modifications, customizations, government-specific configurations, or enhancements to LLMs as a result of model training or fine-tuning. Custom Development excludes any background intellectual property (e.g., the underlying supporting services, default configurations, and/or mechanisms) existing prior to entry into the contract or developed independently by the Contractor.

“*Data*” has the same meaning as defined in 44 U.S.C. §3502(16).

“*Data Inputs*” means all Data submitted to the LLM by, or on behalf of, the Government, including but not limited to user prompts, queries, instructions, system prompts, source data, documents, knowledge bases, Government email addresses, and user account information. This definition specifically excludes any Background Data, background intellectual property or information existing prior to entry into the contract, task/delivery order, or BPA, or developed independently by such Contractor.

“*Data Outputs*” means all data, information, PII, any improvements, enhancements, corrections, annotations, or other modifications made to Data

Inputs, or content generated by the LLM in the performance of the contract, task/delivery order or BPA in response to Data Inputs, including but not limited to responses, results, analyses, anonymized data, derivative data, synthetic data, and any other output produced by the LLM. This definition specifically excludes technical system-level data that contains no Government Data or Government Usage Context, such as performance metrics, token counts, and processing times; technical system-level generated information, such as metadata and logs; and any underlying Background Data and third-party proprietary data.

“Government” means any entity authorized to obtain procurement services through GSA pursuant to 40 U.S.C. §§ 501, 502.

“Government Data” means Data Inputs and Data Outputs.

“Government Usage Context” means information, as a single record or records in the aggregate that meets criterion (1) and at least one of criteria (2) or (3):

(1) Exists in this form because the Government used the LLM under the contract, task/delivery order, or BPA; and

(2) Reveals how the Government works (including its activities, workloads, priorities, or methods); or

(3) Reasonably supports a material inference about the Government’s nonpublic activities, workloads, priorities, or methods.

“Information System” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502(8)).

“Large Language Model Artificial Intelligence System (LLM)” means a generative artificial intelligence model trained on vast, diverse datasets that enable the model to generate natural-language responses to user prompts (Executive Order 14319 Section 2). The LLM includes the Information System in which the model is configured, deployed, operated, monitored or made available for the processing of Government Data, including the model, hosting and access infrastructure, system prompts, configurations, knowledge bases, retrieval mechanisms, application programming interfaces (APIs), user interfaces, guardrails, monitoring, and associated workflows that process Government Data.

“Material Change” means any modification likely to affect the trustworthiness, security, or operational integrity of the performance of the contract, especially as they pertain to the processing and protection of Government Data and the contractors involved in that process.

“Open-LLM Component” means a component of an LLM that is free and open source software, meaning it is available in source code form and openly licensed to allow any party to use, study, modify, and redistribute it through the availability of its source, consistent with the treatment of open-source software in NIST SP

800-53, Rev. 5. To qualify, the component's source must be publicly available for inspection under a license appropriate to its type (open source for code, open data for data, open content for documentation) and includes Fully Open Models.

"Fully Open Model" means an LLM for which all of the following are publicly available for inspection, each under a license appropriate to its type: the model architecture; the model parameters (weights); the training, validation, inference, and data-preprocessing code; and the training, validation, and testing datasets. This standard corresponds to the Open Tooling (Class II) or Open Science (Class I) tier of the Linux Foundation Model Openness Framework.

"Open-Weight Model" means an LLM whose model parameters (weights) are publicly available but whose corresponding training code and data are not. Consistent with NIST SP 800-53, Rev. 5, which notes that open-source software available only in binary form may increase risk, the public availability of weights alone does not make a model open source, in the same way that a compiled executable is not source code.

"Personally Identifiable Information (PII)" has the same meaning as defined in OMB Circular No. A-130.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to the prime contractor or another subcontractor in connection with the contract and processes, transmits, or handles Government Data.

(c) *Order of Precedence.* This clause supplements, and does not replace or modify, FAR 52.212-4 or GSAR 552.212-4, as applicable. For purposes of applying the order-of-precedence provision in FAR 52.212-4 or GSAR 552.212-4, this clause is incorporated into the "schedule of supplies/services". To the extent there is any conflict between this clause and the Contractor's policies, requirements, terms, conditions, commercial supplier agreements, license agreements, terms of service, click-wrap, browse-wrap, or other commercial agreements, this clause takes precedence. Nothing in this clause shall be construed to override applicable law, regulation, or mandatory Government contract clauses.

(d) *Contractor Responsibility for LLM.* The Contractor must:

(1) Exercise best efforts to conduct due diligence when selecting and overseeing the performance of the Subcontractors engaged in AI Design, AI Development, AI Deployment, or Operation and Monitoring tasks required by the contract, as described in NIST AI RMF 1.0, Appendix A, in connection with an LLM used in performance of the contract, task/delivery order, or BPA.

(2) Notify the Contracting Officer, within 72 hours after the Contractor obtains actual knowledge of a material violation of a provision of this clause. For

purposes of this paragraph, a ‘material violation’ means a violation that has resulted in, or would reasonably be expected to result in, a significant adverse effect on contract performance, Government rights or interests, security, confidentiality, legal compliance, or the Government’s ability to administer or enforce the contract, task/delivery order, or BPA.

(3) Demonstrate compliance. The Contractor may satisfy due diligence by relying on:

(i) Flowdown of applicable requirements of this clause to Subcontractors that perform AI Design, AI Development, AI Deployment, or Operation and Monitoring tasks required by the contract, as described in NIST AI RMF 1.0, Appendix A, in connection with an LLM used in performance of the contract, task/delivery order, or BPA;

(ii) Attestation from an individual with appropriate authority representing Subcontractors that perform AI Design, AI Development, AI Deployment, or Operation and Monitoring tasks required by the contract, as described in NIST AI RMF 1.0, Appendix A, in connection with an LLM used in performance of the contract, task/delivery order, or BPA, that the applicable requirements have been implemented, supported where practicable by evidence that is independently verifiable rather than by attestation alone, and updated if Subcontractors’ compliance changes; or

(iii) For Open-LLM Components, due diligence and attestation requirements are satisfied by identifying the openly accessible information (e.g., openly published model weights, model documentation, technical report, and any accompanying training-data disclosures). A per-contract attestation is not required.

(iv) For Open-Weight Models, documenting and maintaining best effort due diligence measures (e.g., published model weights, model documentation, technical reports, testing and evaluation) commensurate with the nature of the technology and its role in contract performance.

(v) Existing artifacts including government addendums to license agreements that align to this clause, model cards, system cards, FedRAMP authorization packages or security documentation, SOC 2 reports, ISO/IEC 27001 certifications or audit materials, and substantially equivalent security, risk management, or assurance documentation. The Contractor is not required to create duplicative documentation where existing artifacts reasonably demonstrate the relevant due diligence measures.

(4) Where meeting the requirements of this clause depends on how the LLM is configured or deployed by the Government, the Contractor must document that responsibility and provide the guidance, documentation, and technical capability for the Government to implement and verify compliance.

(e) Intellectual Property Rights.

(1) Rights in Government Data.

(i) The Government retains full ownership of, and will own, all Government Data provided to the Contractor or otherwise made available to the Contractor under the contract, task/delivery order, or BPA, and all Custom Developments. The Contractor does not have any rights to use Government Data or Custom Developments provided to the Contractor other than those described in paragraph (e)(1)(iv).

(ii) The parties acknowledge that certain software, tools, configurations, workflows, documentation, knowledge base articles, models, scripts, service-generated data, derivative data, analytics, technical methods, know-how, and other materials used, created, or enhanced by the Contractor in connection with performance may incorporate the Contractor's pre-existing commercial products, proprietary technology, commercial services, or materials developed for use across multiple customers or service offerings. Nothing in the contract, task/delivery order, or BPA shall be construed to transfer ownership of such Contractor materials to the Government.

(iii) Only LLM Developers, LLM System Operators, LLM System Integrators, and LLM Service Providers may receive and process Government Data. Other authorized Contractors, Subcontractors, or subprocessors, including cloud hosting, technical support, security, maintenance, and similar service providers, may receive and process Government Data only to the extent necessary to perform the contract and subject to the applicable requirements of this clause.

(iv) The Contractor is granted a limited, revocable, non-exclusive, non-transferable, worldwide, fully paid-up, royalty-free right and license to copy, store, transmit, modify, display, and use Government Data and Custom Developments for the duration of each individual awarded contract, task/delivery order, or BPA solely for the following permitted purposes:

(A) Performing the specific requirements;

(B) Using de-identified, aggregated security telemetry for the sole purposes of cybersecurity, cyber-defense related fraud prevention, and threat detection, provided the telemetry cannot reasonably be used to identify the Government or its users or to reconstruct the content of any Data Input or Data Output; and

(C) Providing technical support and maintenance as required; and

(D) Providing such other uses as may be expressly authorized in writing by the Contracting Officer.

(v) To the extent the Contractor obtains any intellectual property rights in Government Data, or any improvements, enhancements, feedback, or derivative

works that incorporate, reveal, or disclose Government Data, the Contractor assigns and transfers all such rights to the Government effective immediately upon creation. This assignment does not apply to general capability gains or generalized improvements that do not incorporate, derive from, reveal, or disclose Government Data.

(vi) The Contractor retains ownership of the underlying LLM, base models, and Background Data.

(2) *License Grant to Government.* The Contractor grants to the Government an irrevocable, royalty-free, non-exclusive license to use the LLM for the duration of the work defined in the contract, task/delivery order, or BPA. This license is strictly limited to the specific purposes and scope of work defined within the contract, task/delivery order, or BPA and is restricted to the commercially available features, Background Data, and functionality of the LLM as described in and necessary to fulfill the contract, task/delivery order, or BPA and its accompanying documentation, unless specified otherwise. This license includes the right to:

(i) Operate and access the LLM through agreed-upon methods;
(ii) Allow authorized Government personnel and contractors to use the LLM; and

(iii) Integrate the LLM with Government systems as necessary.

(3) *Prohibited Uses of Government Data.* Use of Government Data is limited per paragraph (e)(1)(iv). Other uses of Government Data are prohibited. Examples of prohibited use of Government Data includes:

(i) Training, fine-tuning, or otherwise improving an LLM, including those operated by third parties, or to develop or improve the LLM(s) for any other customers or any commercial or non-commercial purposes.

(ii) Using Government Data to inform the Contractor's advertising, marketing, sales, monetization, strategy, operations, or other business decisions, or to provide to other Government or non-Government entities.

(iii) Retaining, accessing, or using beyond the scope and duration expressly permitted in the contract.

(iv) Processing or storing Government Data with, or transferring Government Data to, any party not authorized under the contract, task/delivery order, or BPA, or without appropriate extension (flowdown) of applicable requirements.

(v) Selling or licensing Government Data to any party.

(4) *Government Data Handling and Processing Requirements.* Unless otherwise expressly authorized by the Contracting Officer:

(i) The Contractor must implement reasonable technical, administrative, physical, and organizational safeguards to protect Government Data from loss, damage, destruction, unauthorized alteration, or corruption, and prevent its

unauthorized, accidental, or unlawful access, disclosure, use, or processing;

(ii) The Contractor must implement Data Handling Procedures that restrict access to Government Data only to personnel authorized by the Contracting Officer. These protocols must be implemented at the contract level and customization at the individual contract, task/delivery order, or BPA level. These measures are minimum requirements, and non-persistent (zero-persistence) architectures that do not retain Government Data satisfy them. These measures include:

(A) Automated data ingestion, processing, and response generation;

(B) Technical access controls that prevent viewing Government Data;

(C) Encrypted data transmission and processing that renders Government Data unreadable;

(D) Administrative and technical safeguards that allow system operation, monitoring, and maintenance without exposing Government Data content; and

(E) Audit logging systems that track data processing activities without capturing or displaying actual Government Data.

(F) Notwithstanding paragraphs (A) through (E), authorized personnel may access Government Data only on an operational need, specific-purpose, and time-bound basis, or at the Government's direction (e.g., for troubleshooting, incident response, forensic investigation). Access shall be logged, minimized, and provided to the Government on request, and the data shall not be used, copied, retained, or disclosed for any other purpose.

(iii) The Contractor must ensure Government Data is stored or processed only when reasonably necessary for the performance of the contract;

(iv) The Contractor must provide tools that enable the Government to maintain detailed records of processing activities involving Government Data;

(v) The Contractor must comply with the following Data localization requirements, including but not limited to:

(A) Not removing or allowing removal of any such Government Data from the agreed-upon premises or FedRAMP-authorized services, without express written consent from the Contracting Officer; and

(B) Not transmitting, storing, taking, or accessing such Government Data, or allowing such Government Data to be transmitted, stored, taken, or accessed by any means outside of the agreed-upon premises or authorized services, without express written consent from the Contracting Officer.

(vi) The Contractor must implement and maintain appropriate technical and organizational measures to ensure that all such Government Data is logically

segregated from the Data of any non-Government customer or client, and is not commingled with Data of other customers or clients and provides adequate defense in depth through access controls, policy enforcement points, labeling, and/or encryption mechanisms and must perform continuous monitoring to protect against unauthorized access by external and internal threat actors, third parties, or disclosure resulting from human or machine error. Logical segregation does not require physical or dedicated instances within contractor-hosted or controlled systems; continuing compliance with the specified FedRAMP authorization level is deemed to satisfy these requirements by achieving equivalent security and separation.

(vii) Upon completion, termination or expiration of the contract, task/delivery order, or BPA, unless otherwise directed in writing by the Contracting Officer, the Contractor must securely and permanently delete, destroy (e.g., cryptographically erase) all such Government Data, and any Custom Developments including fine-tuned model weights, embeddings, indexes, and caches, from the LLM and all its other systems and all copies, backups and derivatives thereof, and document the action to the Contracting Officer in writing.

(viii) *Custom Developments and Model Rights.* If there is a requirement for custom developments, the Contractor must:

(A) Dedicate the Custom Developments to the Government's exclusive use;

(B) Treat such Custom Developments and all associated Data as the Government's confidential information; and

(C) Not use, reproduce, or derive benefit from such Custom Developments for any other purpose, or for the benefit of any other party, without express written authorization from the Contracting Officer.

(ix) *Feedback.* The Government retains ownership of all feedback provided by the Government to the Contractor with respect to the LLM, Custom Developments, regardless of whether such feedback is generated by Government personnel, the Contractor, or through automated processes. If feedback includes Government Data and Government confidential information, that feedback may not be used for system improvement purposes or any other purposes (except solely in the performance of the contract, task/delivery order, or BPA).

(f) *Contractor Obligations for Compliance, Reporting, and Documentation.* The Contractor must:

(1) Disclose LLMs used in performance of the contract, task/delivery order, or BPA to process Government Data. The Contractor may rely on existing artifacts, including model cards, system cards, FedRAMP authorization packages, SOC reports, ISO certifications or reports, or other substantially equivalent

documentation, to satisfy this disclosure requirement, provided such artifacts are current and contain the information required by this clause. Disclosures are due to the Contracting Officer or ordering Contracting Officer by the date specified in the contract, task/delivery order, or BPA. If no date is specified, disclosures are due within 120 days after commencing work under the contract, task/delivery order, or BPA.

(2) Maximize the use of LLMs that meet the following criteria:

(i) Controlling Entity & Jurisdiction: LLMs developed, managed, and operated in the United States (U.S.) and that are subject to U.S. law and jurisdiction.

(ii) Protection Against Foreign Compulsion:

(A) An LLM's performance, operations, or protections cannot be controlled by a foreign Government, or entity acting under foreign-government authority.

(B) No foreign Government or entity can compel disclosure of Government Data, or operational control that could compromise each LLM's integrity or security.

(C) An LLM, and any components performing core model, data storage or processing, output generation, or security functions, are prohibited from being developed, managed, or operated by entities subject to the direction, influence, or control of adversary foreign governments (see 15 CFR 791.4)

(iii) Component Flexibility & Risk Mitigation: Components that are foreign-developed, in whole or in part (e.g., Open-LLM Components, published research, training data, code or other technology that does not provide core functionality), ancillary Third-party products or services, or infrastructure dependencies to the extent operated outside the U.S. are permissible, provided:

(A) They do not introduce material security risks or foreign control that would violate criteria (f)(2)(i) or (f)(2)(ii).

(B) The systems storing or processing Government Data satisfy applicable Federal security requirements, including those for data residency and isolation.

(C) A risk-based approach is applied, focusing on objective criteria such as ownership, control, hosting, and security posture.

(3) To the best of the Contractor's knowledge, after best efforts and due diligence inquiry, disclose whether the LLM used in performance of the contract, task/delivery order, or BPA has been specifically modified or uniquely configured at the request of a non-U.S. government, or to comply with any non-U.S. federal government statutes, regulations, or policies no later than thirty (30) days after award to the Contracting Officer, unless otherwise stated in the solicitation, contract, task/delivery order, or BPA, or within thirty (30) days after the Contractor

becomes aware of the relevant modification, configuration, or material effect. The Contractor must use best efforts due diligence to obtain relevant developer or provider information and, upon request, provide the testing methodology, evaluation process, or evidence used to assess material non-U.S. government modifications or effects. The Contractor may rely on existing artifacts, provided such artifacts are current and contain the information required by this clause.

(4) Human oversight, intervention, and traceability. The LLM shall provide the Government commercially reasonable means to implement human oversight, intervention, and traceability for the contracted use case.

(i) Where the LLM uses intermediary processing (reasoning, retrieval, or agentic steps), the LLM shall make a summary of the steps the LLM records, from Data Input to Data Output, accessible through the user interface (where one is provided), a documented API, and an administrative audit trail available via that API.

(ii) At a minimum the summary shall include, to the extent the LLM performs and records the function:

- (A) intermediate processing actions and decision points;
- (B) model routing decisions, with rationale where recorded;
- (C) data retrieval methods (for example, RAG, web search, tool calls, or agent actions), with source attribution and links where recorded (non-substantive signals such as location, date, time, locale, or weather need not be attributed); and
- (D) any human-reviewer access to Government Data connected to the interaction, logged and accessible to the Government.

(iii) This requires only a summary of recorded steps, not a faithful explanation of the model's internal reasoning.

(iv) Where a required capability is not commercially available at award, the LLM Developer shall use best efforts to develop it on a timeline agreed with the Contracting Officer and provide an accessible interim means in the meantime.

(5) Notify the Contracting Officer and any Government provided security point of contacts as soon as possible but not longer than within 72 hours of the Contractor's discovery of any incident (as defined by the Federal Information Security Modernization Act of 2014 in 44 U.S.C. § 3552(b)(2)) affecting an LLM used in the performance of the contract, task/delivery order, or BPA that may affect the confidentiality, integrity, or availability of Government Data and provide daily status updates to all points of contact until resolved. For FedRAMP-authorized systems, incident reports, continuous monitoring submissions, or related reports submitted pursuant to FedRAMP, CISA, or other applicable Federal cybersecurity reporting requirements, including reporting

covered by the existing CISA information collection, OMB Control No. 1670-0037, shall satisfy overlapping reporting obligations under this paragraph to the extent such submissions contain substantially the same information required by this paragraph and are concurrently provided to the Contracting Officer and any Government provided security point of contacts.

(i) Such notification must include, to the extent known at the time:

- (A) Nature and scope of the incident;
- (B) Data potentially affected;
- (C) Immediate remediation steps taken;
- (D) Timeline for full resolution, if applicable; and
- (E) Measures to prevent recurrence, if applicable.

(ii) The Contractor must preserve all relevant logs, forensic images, and incident artifacts for a minimum of 90 calendar days from a security incident involving Government Data to support follow-on investigation activity by law enforcement entities.

(iii) The Contractor must also complete the CISA incident reporting form (<https://myservices.cisa.gov/irf>).

(iv) Where FedRAMP incident communication and response procedures conflict with contractual requirements, the FedRAMP procedures take priority if the system is required to be FedRAMP Authorized.

(6) Establish Feedback mechanisms (consistent with OMB M-25-21, M-26-04, and successor requirements) allowing the Government to:

- (i) Provide Feedback through formal channels;
- (ii) Request system improvements, modifications or enhancements, subject to applicable contract, task/delivery order, or BPA change provisions; and
- (iii) Report operational concerns without requiring incident classification.

(7) Provide, upon Government request, and under appropriate confidentiality protections, existing commercial documentation or disclosures sufficient to demonstrate compliance, excluding Contractor confidential or proprietary information (e.g., source code, model weights), including but not limited to:

- (i) Verification of compliance with this clause and the contract;
- (ii) List of entities involved in performance of the contract, task/delivery order, or BPA the entities' role(s), as defined by the flowdown supplemental clauses, which requirements of this clause are applicable to each entity, and the entities' approach to addressing the requirements in this clause;
- (iii) LLM decision-making processes, logic, and operational parameters.
- (iv) LLM developers, general model characteristics, intended use, limitations, and risk considerations to enable informed and responsible use by the Government.

(v) System documentation consistent with NIST AI Risk Management

Framework guidelines, Unbiased AI Principles discussed in paragraph (j)(1), and LLM Transparency requirements such as system cards or equivalent documentation.

(vi) Transparency & Auditability: The Contractor must provide commercially available means for the Government to implement appropriate human oversight, intervention, and traceability for the contracted use case, and to understand the role of various components in generating responses, to the extent commercially available and technically feasible;

(vii) Privacy controls effectiveness and PII processing prohibition compliance;

(viii) Testing methodologies used to detect and mitigate noncompliance with the unbiased AI principles described in paragraph (j)(1);

(ix) Known biases (including commercial, political, or personal considerations, advertising, endorsements, or fraudulent/corrupt interests), limitations, truthfulness concerns, and performance metrics as required under paragraph (j) and other related terms specified in the contract, task/delivery order, or BPA;

(x) Influence, direction, or control of an LLM by an adversary foreign government (see 15 CFR 791.4);

(xi) FedRAMP authorization packages, continuous monitoring data, and assessment artifacts necessary to issue or maintain an authorization to operate, consistent with 44 U.S.C. § 3609(a)(8) and OMB M-24-15 and successor requirements; and

(xii) Information relevant and necessary for the Government to monitor and evaluate the LLM's performance, risks, and effectiveness and to complete an LLM Impact Assessment required by OMB M-25-21 and successor requirements.

(g) Privacy and Confidentiality Protections.

(1) To the extent the Contractor has commercially available tools to enable the Government to implement appropriate Government-configurable controls, including but not limited to automated detection mechanisms and clear user notifications to manage, prevent, and reject the entry or persistence of PII within the LLM, the Contractor will make such tools available for use by the Government for the duration of the contract, task/delivery order, or BPA.

(2) The Government, absent specific legal requirements, will not disclose confidential documentation or information provided by the Contractor.

(h) Data Portability and Interoperability. The Contractor must:

(1) Provide and ensure that LLM services support the export of Government Data (including but not limited to: user-generated content, interaction history,

uploaded content and media, and knowledge bases) in open or standard machine-readable formats, together with sufficient associated metadata and schema information necessary for the Government to retrieve, use, or migrate Government Data to another service.

(2) Provide and support documented APIs sufficient for Government integration and data export to the extent the service uses APIs.

(3) Not impose proprietary formats, technical restrictions, additional costs, or additional licensing conditions that materially impair the Government's ability to retrieve, use, or migrate Government Data to another service.

(4) Provide tooling or interfaces to facilitate migration of Government Data and Custom Developments in a secure manner.

(i) Change Notification.

(1) Advance Notice of Material Changes. The Contractor must provide written notice to the Contracting Officer at least thirty (30) calendar days prior to:

(i) Adding, replacing, or materially changing any LLMs, LLM's Developer(s), System Operator(s), System Integrator(s), or Service Provider(s);

(ii) Changes to the services handling Government Data, including discontinuation or material reduction of data protection controls applied to Government Data, or change in FedRAMP Authorization Status; or

(iii) Any modification, configuration, or training change to the LLM made to comply with any non-U.S. government statute, regulation, or policy where that change materially affects model outputs, accuracy, or truthfulness.

(iv) Advanced notice is not required for model changes where concurrent access is provided as outlined in (i)(2)

(2) Model Version Deprecation. Prior to discontinuing or replacing any model in use under the contract, task/delivery order, or BPA the Contractor must use reasonable efforts to provide the Government with concurrent access to any successor model, and associated documentation, for a minimum evaluation period of thirty (30) calendar days for major versions, and fifteen (15) calendar days for minor versions. Where a change is driven by a third-party commercial provider's deprecation the Contractor does not control, the Contractor must instead notify the Contracting Officer within five (5) business days of receiving the provider's notice and make best efforts to provide access to the successor model as soon as it becomes available.

(3) Safety and Performance Degradation. The Contractor must notify the Contracting Officer within seven (7) calendar days of identifying any material change that materially increases output bias; decreases safety guardrails or behavioral constraints; or degrades performance or truthfulness of outputs. The notification must describe the change, its purpose, the evaluation approach used

and any new limitations, trade-offs, or potential negative impacts identified.

(4) Emergency and Unplanned Changes. If the Contractor implements a material change without providing sufficient advance notice, or if a change is necessitated by a security or service emergency, the Contractor must:

(i) Notify the Contracting Officer as soon as practicable upon learning of the change; and

(ii) Describe any remediation or rollback actions available.

(5) Notification: All notifications under paragraph (i) must include, to the extent known at the time of notification:

(i) Description of change;

(ii) Affected roles, services, systems, and Government Data;

(iii) Any limitations, trade-offs, or negative impacts;

(iv) Evaluation approach used to assess the change;

(v) Any remediations or rollback actions; and

(vi) Confirmation of applicable requirements of this clause have been flowed down appropriately.

(j) Performance, Evaluation, and Remediation.

(1) The Contractor must use reasonable efforts to design, train, and configure the LLM to respond to user prompts seeking factual information or analysis, prioritize accuracy, scientific inquiry, and objectivity and must acknowledge uncertainty where reliable information is incomplete or contradictory. Where the Contractor curates or supplies the Background Data the LLM utilizes to generate Data Outputs, the Contractor must apply the same reasonable efforts.

(2) Government Evaluation Rights and Remediation.

(i) The Government reserves the right to conduct automated assessments of the LLM, as deployed and configured for government users, at any time using its own benchmarks. These evaluations may assess bias, truthfulness, safety, unsolicited ideological content, and other factors determined by the Government in order to facilitate evaluations.

(ii) The Contractor must make best efforts to provide tools and interfaces that enable the Government to run its benchmarks in an automated fashion to test the production LLM and identify any material gaps.

(iii) The Government may provide such results to the Contractor to support remediation efforts.

(iv) All benchmarks, test data, and methodologies developed or used by the Government for such assessments are considered Government Data. The Government is under no obligation to disclose or provide access to the underlying data, methodologies, or systems, with the exception of data or methodologies used

as the basis for an adverse action under paragraph (j)(3).

(3) Non-Compliance.

(i) The Government retains the right to suspend use of the LLM at any time;

(ii) The Contractor is liable for reasonable decommissioning costs if the Contracting Officer terminates the contract, task/delivery order, or BPA for cause for failure to remediate after receiving specific written notice of non-compliance from the Contracting Officer.

(A) Decommissioning costs shall not include re-procurement costs, replacement-system development, or unrelated costs;

(B) Decommissioning cost liability is not to exceed 25% of the value of the affected task or delivery order; and

(C) The Government must disclose information, under appropriate confidentiality protections, to enable the Contractor to understand the basis for the Government's determination and take reasonable remediation actions.

(end of clause)

552.240

552.240-70 Notice of Evaluation of Supply Chain Risk.

As prescribed in [540.170](#), insert the following provision.

Notice of Evaluation of Supply Chain Risk (GSAR Deviation)(July 2026)

The Government may consider supply chain risk information as defined in FAR 40.101 (GSA Class Deviation RFO-2025-40) during the evaluation process. Unacceptable supply chain risks may be grounds to remove an offeror from consideration.

(End of provision)

552.540-71 Supply Chain Risk Monitoring.

As prescribed in [540.170](#), insert the following clause.

Supply Chain Risk Monitoring (GSAR Deviation)(July 2026)

The Government monitors supply chain risk information as defined in FAR 40.101 (GSA Class Deviation RFO-2025-40) throughout contract performance. If supply

chain risks are identified that cannot be reasonably mitigated, the Government will take corrective action using any available remedies, such as, but not limited to:

- (a) Removal of the product, service, or solution from the contract;
- (b) Not extending contract performance;
- (c) Contract cancellation; or
- (d) Contract termination.

(End of clause)

552.241

552.241-1 Electric Service Territory Compliance Representation.

As prescribed in 541.501(a), insert a provision substantially the same as the following:

Electric Service Territory Compliance Representation (SEP 2026)

(a) Section 8093 of Public Law 100-202 generally requires purchases of electricity by any department, agency, or instrumentality of the United States to be consistent with State law governing the provision of electric utility service, including State utility commission rulings and electric utility franchises or service territories established pursuant to State statute, State regulation, or State-approved territorial agreements.

(b) By signing this offer, the offeror represents that this offer to sell electricity is consistent with Section 8093 of Public Law 100-202.

(End of provision)

552.241-2 Order of Precedence — Utilities.

As prescribed in 541.501(b)(1), insert a clause substantially the same as the following:

Order of Precedence — Utilities (SEP 2026)

In the event of any inconsistency between the terms of this contract (including the specifications) and any rate schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the contractor's rules and regulations, the terms of this contract control.

(End of clause)

552.241-3 Scope and Duration of Contract.

As prescribed in 541.501(b)(2), insert a clause substantially the same as the following:

Scope and Duration of Contract (SEP 2026)

(a) For the period _____, [contracting officer to insert period of service] the contractor agrees to furnish and the government agrees to purchase _____ [contracting officer to insert type of service] utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

(b) It is expressly understood that neither the contractor nor the government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(c) The contractor must, in the same manner that it customarily or regularly provides notice to its non-government customers, provide the government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates, which may specifically be satisfied by the contractor publishing their rates on publicly available websites.

(d) The contractor will be paid at the applicable rate(s) under the tariff and the government will be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract must be equitably prorated for the periods in which commencement and termination of this contract become effective.

(End of clause)

552.241-4 Change in Class of Service.

As prescribed in 541.501(b)(3), insert a clause substantially the same as the following:

Change in Class of Service (SEP 2026)

(a) In the event of a change in the class of service, such service must be provided at the contractor's lowest available rate schedule applicable to the class of service furnished.

(b) Where the contractor does not have on file with the regulatory body approved rate schedules applicable to services provided, no clause in this contract precludes the government and the contractor from negotiating a rate schedule applicable to the class of service furnished.

(End of clause)

552.241-5 Contractor's Facilities.

As prescribed in 541.501(b)(4), insert a clause substantially the same as the following:

Contractor's Facilities (SEP 2026)

(a) The contractor, at its expense, unless otherwise provided for in this contract, must furnish, install, operate, and maintain all facilities required to furnish service hereunder, and measure such service at the point of delivery specified in the Service Specifications. Title to all such facilities remains with the contractor and the contractor is responsible for loss or damage to such facilities, except that the government will be responsible to the extent that loss or damage has been caused by the government's negligent acts or omissions.

(b) Notwithstanding any terms expressed in this clause, the contractor must obtain approval from the contracting officer prior to any equipment installation, construction, or removal. The government hereby grants to the contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit or license to enter the service location for any proper purpose under this contract. This permit or license includes use of the site or sites agreed upon by the parties hereto for the installation, operation, maintenance, and repair of the facilities of the contractor required to be located upon government premises. All applicable taxes and other charges in connection therewith, together with all liability of the contractor in construction, operation, maintenance and repair of such facilities, are the obligation of the contractor.

(c) Authorized representatives of the contractor will be allowed access to the facilities on government premises at reasonable times to perform the obligations of the contractor regarding such facilities. It is expressly understood that the government may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

(d) Unless otherwise specified in this contract, the contractor must, at its expense, remove such facilities and restore government premises to their original condition as near as practicable within a reasonable time after the government terminates this contract. In the event such termination of this contract is due to the fault of the contractor, such facilities may be retained in place at the option of the government for a reasonable time while the government attempts to obtain service elsewhere comparable to that provided for hereunder.

(End of clause)

552.241-6 Service Provisions.

As prescribed in 541.501(b)(5), insert a clause substantially the same as the following:

Service Provisions (SEP 2026)

(a) *Measurement of service.*

(1) All service furnished by the contractor must be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the government and contractor must agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment must be made by the contractor to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than __ *[contracting officer to insert percentage variance]* percent slow or fast is deemed correct.

(2) The contractor must read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than __ *[contracting officer to insert number of days]* days must be prorated accordingly.

(b) *Meter test.*

(1) The contractor, at its expense, must periodically inspect and test contractor-installed meters at intervals not exceeding __ *[contracting officer to insert interval - e.g. number of month(s) or year(s) inspection/testing is required]*. The government has the right to have representation during the inspection and test.

(2) At the written request of the contracting officer, the contractor must make additional tests of any or all such meters in the presence of government representatives. The cost of such additional tests will be borne by the government if the percentage of errors is found to be not more than __ *[contracting officer to insert percentage variance]* percent slow or fast.

(3) No meter may be placed in service or allowed to remain in service which has an error in registration in excess of __ *[contracting officer to insert percentage variance]* percent under normal operating conditions.

(c) *Change in volume or character.* Reasonable notice will be given by the contracting officer to the contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) *Continuity of service and consumption.* The contractor must use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but will not be liable for damages, breach of contract or otherwise, to the government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service, in the aggregate is more than __ [contracting officer to insert amount of hours] hour(s) during any billing period hereunder, an equitable adjustment must be made by the contractor in the monthly billing specified in this contract (including the minimum monthly charge).

(End of clause)

552.241-7 Disputes (Utility Contracts).

As prescribed in 541.501(b)(6), insert the following clause:

Disputes (Utility Contracts) (SEP 2026)

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)

552.241-8 Change in Rates or Terms and Conditions of Service for Regulated Services.

As prescribed in 541.501(c)(1), insert a clause substantially the same as the following:

Change in Rates or Terms and Conditions of Service for Regulated Services (SEP 2026)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The contractor agrees to give
* _____ [Except for GSA areawide contracts, *contracting officer to insert* their name. For GSA areawide contracts, the contracting officer must insert the following: “GSA and each areawide customer with annual billings that exceed the Simplified Acquisition Threshold at the time of contract award.”] written notice to the

contracting officer, in the same manner that it customarily or regularly provides notice to its non-government customers, of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and (2) any changes pending with the regulatory body as of the date of contract award. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the contractor must forward to the contracting officer a copy of any documentation of such changes that it customarily or regularly provides to its non-government customers within 15 days after the effective date thereof. The contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) cannot be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the contractor must immediately provide a copy to the contracting officer in the same manner that it customarily or regularly provides to its non-government customers. The government is not bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service must be made a part of this contract by the issuance of a unilateral contract modification by the government, unless otherwise specified in the contract. The effective date of the change is the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of clause)

552.241-9 Change in Rates or Terms and Conditions of Service for Unregulated Services.

As prescribed in 541.501(c)(2), insert a clause substantially the same as the following:

Change in Rates or Terms and Conditions of Service for Unregulated Services (SEP 2026)

(a) This clause applies to the extent that services furnished hereunder are not subject to regulation by a regulatory body.

(b) After _____ [*contracting officer to insert date*], either the government or the contractor may request a change in rates or terms and conditions of service, unless otherwise provided in this contract. Both the government and the contractor agree to enter in negotiations concerning such changes upon receipt of a written request detailing the proposed changes and specifying the reasons for the proposed changes.

(c) The effective date of any change is as agreed to by the government and the contractor. The contractor agrees that throughout the life of this contract the rates so negotiated will not be in excess of published and unpublished rates charged to any other customer of the same class under similar terms and conditions of use and service.

(d) The failure of the government and the contractor to agree upon any change after a reasonable period of time is a dispute under the Disputes clause of this contract.

(e) Any changes to rates, terms, or conditions as a result of such negotiations must be made a part of this contract by the issuance of a bilateral contract modification.

(End of clause)

552.241-10 Connection Charge.

As prescribed in 541.501(c)(3), insert a clause substantially the same as the following:

Connection Charge (SEP 2026)

(a) *Charge.* In consideration of the contractor furnishing and installing at its expense the new connection facilities described herein, the government will pay the contractor a connection charge. The payment will be in the form of progress payments, advance payments or as a lump sum, as agreed to by the government and the contractor, and as permitted by applicable law. The total amount payable [s the lower of either: the estimated cost of \$___ [*contracting officer to insert dollar amount*] less the agreed to salvage value of \$___ [*contracting officer to insert dollar amount*], or the actual cost less the salvage value. As a condition precedent to final payment, the contractor must execute a release of any claims against the government arising under or by the virtue of such installation.

(b) *Ownership, operation, maintenance and repair of new facilities to be provided.* The facilities to be supplied by the contractor under this clause, notwithstanding

the payment by the government of a connection charge, are the property of the contractor and must, at all times during the life of this contract or any renewals thereof, be operated, maintained, and repaired by the contractor at its expense. All taxes and other charges in connection therewith, together with all liability arising out of the construction, operations, maintenance, or repair of such facilities, are the obligation of the contractor.

(c) *Credits.*

(1) The contractor agrees to allow the government, on each monthly bill for service furnished under this contract to the service location, a credit of __ [contracting officer to insert percentage] percent of the amount of each such bill as rendered until the accumulation of credits equals the amount of such connection charge, provided that the contractor may at any time allow a credit up to 100 percent of the amount of each such bill.

(2) In the event the contractor, before any termination of this contract but after completion of the facilities provided for in this clause, serves any customer other than the government (regardless of whether the government is being served simultaneously, intermittently, or not at all) by means of these facilities, the contractor must promptly notify the government in writing. Unless otherwise agreed by the government and the contractor in writing at that time, the contractor must promptly accelerate the credits provided for under subparagraph (c)(1) of this clause, up to 100 percent of each monthly bill until there is refunded the amount that reflects the government's connection costs for that portion of the facilities used in serving others.

(3) In the event the contractor terminates this contract, or defaults in performance, prior to full credit of any connection charge paid by the government, the contractor must pay to the government an amount equal to the uncredited balance of the connection charge as of the date of the termination or default.

(d) *Termination before completion of facilities.* The government reserves the right to terminate this contract at any time before completion of the facilities with respect to which the government is to pay a connection charge. In the event the government exercises this right, the contractor will be paid the cost of any work accomplished, including direct and indirect costs reasonably allocable to the completed work prior to the time of termination by the government, plus the cost of removal, less the salvage value.

(e) *Termination after completion of facilities.* In the event the government terminates this contract after completion of the facilities with respect to which the government has paid a connection charge, but before the crediting in full by the contractor of any connection charge in accordance with the terms of this contract, the contractor has the following options:

(1) To retain in place for ____ [*contracting officer to insert number of months*] months after the notice of termination by the government such facilities on condition that —

(i) If, during such ____ [*contracting officer to insert number of months*] month period, the contractor serves any other customer by means of such facilities, the contractor, must, in lieu of allowing credits, pay the government during such period installments in like amount, manner, and extent as the credit provided for under paragraph (c) of this clause before such termination; and

(ii) Immediately after such ____ [*contracting officer to insert number of months*] month period the contractor must promptly pay in full to the government the uncredited balance of the connection charge.

(2) To remove such facilities at the contractor's own expense within ____ [*contracting officer to insert number of months*] months after the effective date of the termination by the government. If the contractor elects to remove such facilities, the government has the option of purchasing such facilities at the agreed salvage value set forth herein; and provided further, that the contractor must, at the direction of the government, leave in place such facilities located on government property which the government elects to purchase at the agreed salvage value.

(End of clause)

Alternate I (SEP 2026). If the contracting officer determines that a nonrefundable charge is to be paid and no credits are due the government, delete paragraphs (c) and (e), renumber paragraph (d) as (c) and add the following as paragraph (d):

(d) *Termination after completion of facilities.* In the event the government terminates this contract after completion of the facilities with respect to which the government is to pay a connection charge, the contractor has the following options:

(1) To retain in place for ____ [*contracting officer to insert number of months*] months after the notice of termination by the government. If the contractor and the government have not agreed on terms for retention in place beyond ____ [*contracting officer to insert number of months*] months, then the contractor must remove the facilities pursuant to the terms of paragraph (d)(2) of this clause.

(2) To remove such facilities at the contractor's own expense within ____ [*contracting officer to insert number of months*] months after the effective date of the termination by the government. If the contractor elects to remove such facilities, the government then has the option of purchasing such facilities at the agreed salvage value set forth herein; and provided further, that the contractor must, at the direction of the government, leave in place such facilities located on government property which the government elects to purchase at the agreed salvage value.

552.241-11 Termination Liability.

As prescribed in 541.501(c)(4), insert a clause substantially the same as the following:

Termination Liability (SEPT 2026)

(a) If the government discontinues utility service under this contract before completion of the facilities cost recovery period specified in paragraph (b) of this clause, in consideration of the contractor furnishing and installing at its expense, the new facility described herein, the government will pay termination charges, calculated as set forth in this clause.

(b) *Facility cost recovery period.* The period of time, not exceeding the term of this contract, during which the net cost of the new facility will be recovered by the contractor is — ____ months. *[contracting officer to insert negotiated duration.]*

(c) *Net facility cost.* The cost of the new facility, less the agreed upon salvage value of such facility, is — \$____. *[contracting officer to insert appropriate dollar amount.]*

(d) *Monthly facility cost recovery rate.* The monthly facility cost recovery rate which the government will pay the contractor whether or not service is received is — \$____. *[Divide the net facility cost in paragraph (c) of this clause by the facility's cost recovery period in paragraph (b) of this clause and insert the resultant figure.]*

(e) *Termination charges.* Termination charges = \$*[Multiply the remaining months of the facility's cost recovery period specified in paragraph (b) of this clause by the monthly facility cost recovery rate in paragraph (d) of this clause and insert the resultant figure.]*

(f) If the contractor has recovered its capital costs at the time of termination there will be no termination liability charge.

(End of clause)

552.241-12 Multiple Service Locations.

As prescribed in 541.501(c)(5), insert a clause substantially the same as the following:

Multiple Service Locations (SEP 2026)

(a) At any time by written order, the contracting officer may designate any location within the service area of the contractor at which utility service must commence or be discontinued. Any changes to the service specifications must be made a part of the contract by the issuance of a bilateral contract modification to

include the name and location of the service, specifying any different rate, the point of delivery, different service specifications, and any other terms and conditions.

(b) The applicable monthly charge specified in this contract must be equitably prorated from the period in which commencement or discontinuance of service at any service location designated under the Service Specifications is effective.

(End of clause)

552.241-13 Nonrefundable, Nonrecurring Service Charge.

As prescribed in 541.501(c)(6), insert a clause substantially the same as the following:

Nonrefundable, Nonrecurring Service Charge (SEP 2026)

As provided herein, the government will pay a nonrefundable, nonrecurring charge when the rules and regulations of a contractor require that a customer pay: (1) a charge for the initiation of service, (2) a contribution in aid of construction, or (3) a nonrefundable membership fee. This charge may be in addition to or in lieu of a connection charge. Therefore, there is hereby added to the contractor's schedule a nonrefundable, nonrecurring charge for ____ [*contracting officer to insert type of nonrecurring charge*] in the amount of \$____ [*contracting officer to insert dollar amount*] dollars payable.

(End of clause)

552.241-14 Cooperative Membership.

As prescribed in 541.501(c)(7), insert a clause substantially the same as the following:

Cooperative Membership (SEP 2026)

The performance of this contract includes the requirement that the contractor must follow the bylaws of _____ [*contracting officer to insert cooperative name*].

(End of clause)

552.241-15 Economic Price Adjustment–Deregulated Electric Supply.

As prescribed in 541.501(c)(8), insert a clause substantially the same as the following:

Economic Price Adjustment–Deregulated Electric Supply (SEP 2026)

(a) *Definition. Economic price adjustment method*, as used in this clause, means the agreed upon procedures by which pricing may be adjusted upwards or downwards throughout the contract period to include, but not limited to, the mechanism(s) to be used to adjust pricing (e.g., adjustments based on regional transmission organizations and/or pricing groups), the pricing subject to adjustment, and any other requirements (e.g., timing, frequency, limits on increases).

(b) *General*. This contract provides for economic price adjustment (EPA) to contract pricing based on the established EPA price adjustment method. EPA provides for the increase or decrease to contract pricing upon the occurrence of specified conditions described in the EPA price adjustment method, such as changes to charge categories incurred by the contractor and billed to the government (e.g., capacity charges, transmission charges, reliability-must-run charges, Federal Energy Regulatory Commission Order 745 Charges) or changes to the formulas for calculating the amounts for such charge categories incurred by the contractor and billed to the government.

(c) *Exceptions*. This clause does not cover —

- (1) Adjustments based on statute, Executive Order, or regulatory changes other than those identified in the EPA price adjustment method;
- (2) Adjustments based on a changes clause;
- (3) Adjustments based on a contract clause that authorizes an adjustment based on other specified actions or conditions.

(End of clause)

552.242 [Reserved]

552.243

552.243-71 Equitable Adjustments.

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

Equitable Adjustments (GSAR Deviation)(July 2026)

(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 “Changes and Changed Conditions” clause prescribed by FAR 52.243-5, 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) Proposals for equitable adjustments, including no cost requests for adjustment of the contract's required completion date, must 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.

(c) Direct Costs. The Contractor must 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 must 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.

(d) 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.

(e) Extensions of Time and Time-related Costs. The Contractor must 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 must be determined as follows:

(1) Increases or decreases to a firm's time-related costs must 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 must 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 must not be allowed unless the analysis supporting the proposal complies with provisions specified elsewhere in this contract regarding the Contractor's project schedule.

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

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

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

(3) The Contractor and its subcontractor[s] must 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 must be applied to the direct costs of work performed by a firm, and must 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 must 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 must 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 must 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 must be applied after all overhead and profit is applied. Bond and insurance rates must not be applied if the associated costs are included in the calculation of a firm's overhead rate.

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

(g) At the request of the Contracting Officer, the Contractor must 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 must be applied to these subcontractor costs in accordance with paragraph (h).

(h) Proposal Preparation Costs. If performed by the firm claiming them, proposal preparations costs must be included in the labor hours proposed as direct costs. If performed by an outside consultant or law firm, proposal preparation costs must be treated as other direct costs to the firm incurring them. Requests for proposal preparation costs must 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 must be determined by the Contracting Officer.

(i) Proposal preparation costs must 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.

(j) Proposed direct costs, markups, and proposal preparation costs must 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 31 of the Federal Acquisition Regulation (48 CFR 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.

(k) 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 must not exceed the increase or decrease proposed by the Contractor.

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

(m) The Contractor must 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)

552.244 [Reserved]

552.245 [Reserved]

552.246

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 (Jul 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 must be maintained throughout the contract period. Unless otherwise authorized in writing by the Contracting Officer, the Contractor must 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 must 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 must 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 must 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 must 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 must 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 must 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, must 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 must 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 must not be made until inspection by the Government is completed and shipment is authorized by the Government.

(2) The offeror must 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 must 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 must take immediate corrective action and must suspend shipment of the supplies covered by the QDN until such time as corrective action has been completed. The Contractor must 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 will 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 will 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 must 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 will 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.

** 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.*

(End of clause)

552.246-71 Source Inspection by Government.

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

Source Inspection by Government (JUN 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 must 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 must 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 must 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 must 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 must deliver the items specified in this contract from a plant or warehouse located within the United States (including Puerto Rico and 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 must 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 must 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 must 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 will 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 will 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.

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

(End of clause)

552.246-72 Final Inspection and Tests.

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

Final Inspection and Tests (Sep 1999)

The Contractor must 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)

552.247 [Reserved]

552.248 [Reserved]

552.249 [Reserved]

552.250 [Reserved]

552.251 [Reserved]

552.252

552.252-5 Authorized Deviations in Provisions.

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

Authorized Deviations in Provisions (NOV 2021) (Deviation FAR 52.252-5)

(a) Deviations to FAR provisions. This solicitation identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) provision by —

(1) The addition of “(DEVIATION)” after the date of the FAR provision when an authorized deviation to a FAR provision is being used, and

(2) The addition of “(DEVIATION FAR (provision number))” after the date of the GSAR provision when a GSAR provision is being used in lieu of a FAR provision.

(b) Deviations to GSAR provisions. This solicitation identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) 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 (NOV 2021) (Deviation FAR 52.252-6)

(a) Deviations to FAR clauses. This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by —

(1) The addition of “(DEVIATION)” after the date of the FAR clause when an authorized deviation to a FAR clause is being used, and

(2) The addition of “(DEVIATION FAR (clause number))” after the date of the GSAR clause when a GSAR clause is being used in lieu of a FAR clause.

(b) Deviations to GSAR clauses. This solicitation or contract identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) 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

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

As prescribed in 570.702 , insert the following provision:

Instructions to Offerors — Acquisition of Leasehold Interests in Real Property (May 2025)

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

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

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

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

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

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period must 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 must 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 must 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 offeror 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 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 20th of the month must have been mailed by the 15th).

(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 5:00p.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 5:00p.m. one working day prior to the date specified for receipt of proposals.

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government’s control

prior to the time set for receipt of offers, and that the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.

(F) It is the only proposal received.

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

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision must 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 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.

(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 4:30p.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 must 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 must not be disclosed outside the Government and must 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 must 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 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. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

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

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

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

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

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

- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
- (iii) A summary of the rationale for award.

(End of provision)

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

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

Alternate II (Mar 1998). As prescribed in 570.702 , substitute the following paragraph (e)(4) 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.

(End of clause)

552.270-2 [Reserved]

552.270-3 Parties to Execute Lease.

As prescribed in 570.702, insert the following provision:

Parties to Execute Lease (Jun 2011)

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

(b) If the Lessor is a partnership, the lease must be signed in the partnership name, followed by the name of the legally authorized partner signing the same, and a copy of either the partnership agreement or current Certificate of Limited Partnership must accompany the lease.

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

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

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

(End of provision)

552.270-4 Definitions.

As prescribed in 570.702, insert the following clause:

Definitions (GSAR Deviation)(September 2026)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Regulation (GSAR), the word or term has the same meaning as the definition in FAR 2.101 or GSAR 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless -

(a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);

(b) An applicable part, subpart, or section of the FAR or GSAR provides a different meaning.

(End of clause)

552.270-5 Subletting and Assignment.

As prescribed in 570.702, insert the following clause:

Subletting and Assignment (GSAR Deviation)(September 2026)

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

(End of clause)

552.270-6 Maintenance of the Property–Right to Inspect.

As prescribed in 570.702, insert the following clause:

Maintenance of the Property - Right to Inspect (GSAR Deviation)(September 2026)

The Lessor must maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, 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.

(a) 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.

(b) Upon request of the Contracting Officer, the Lessor must provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.

(c) The Lessor must maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.

(d) The Government must have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

(End of clause)

552.270-7 Fire and Casualty Damage.

As prescribed in 570.702, insert the following clause:

Fire and Casualty Damage (GSAR Deviation)(September 2026)

(a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease must immediately terminate.

(b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:

(1) The Lessor must have the option to elect to repair and restore the premises or terminate the lease.

(2) Unless otherwise approved by the Contracting Officer, the Lessor must be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.

(i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.

(ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

(3) During the time that the premises are unoccupied, rent must be abated. Termination of the lease by either party under this clause must not give rise to liability for either party.

(4) Nothing in this lease must 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 570.702, insert the following clause:

Compliance with Applicable Law (GSAR Deviation)(September 2026)

Lessor must comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease must be construed as a waiver of the sovereign immunity of the Government. This lease must be governed by Federal law.

(End of clause)

552.270-9 Inspection — Right of Entry.

As prescribed in 570.702, 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 must 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 must 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 must 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 Default by Lessor.

As prescribed in 570.702, insert the following clause:

Default by Lessor (GSAR Deviation)(September 2026)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

(a) *Prior to acceptance of the space.* Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, must constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.

(b) *After acceptance of the space.* Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:

(1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs,

including administrative costs, incurred in connection with taking the action;

(2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If default renders the leased premises untenable, the reduction of rent may be calculated as the pro-rated portion of the monthly rent represented by all such days the leased premises is untenable;

(3) Terminate the lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.

(c) *Damages*. The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.

(1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government's aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other procurement costs.

(2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

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

(d) *Excusable delays*.

(1) The Government must not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:

(i) the delay in substantially completing any work or performing any services arises from excusable delays, and

(ii) the Lessor, within ten (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.

(2) The Contracting Officer must ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer must extend the

delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

(e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.

(f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

(End of clause)

552.270-11 Successors Bound.

As prescribed in 570.702, insert the following clause:

Successors Bound (Sep 1999)

This lease must 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 570.702, insert the following clause:

Alterations (Sep 1999)

The Government must 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 must be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government must 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 570.702 , insert the following clause:

Proposals for Adjustment (Oct 2016)

(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 must 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 \$750,000 in cost —

- (1) The Lessor must provide cost or pricing data including subcontractor cost or pricing data (48CFR15.403-4); and
- (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$750,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48CFR15.406-2).

(d) Lessors must also refer to 48CFRPart31, 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 570.702, insert the following clause:

Changes (GSAR Deviation)(September 2026)

(a) The Contracting Officer may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.

(b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor must be entitled to an amendment to the lease providing for one or more of the following:

- (1) An adjustment of the delivery date.
- (2) An equitable adjustment in the rental rate.
- (3) A lump sum equitable adjustment. or
- (4) An adjustment to the operating cost base, if applicable.

(c) The Lessor must assert its right to an amendment 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 must be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute must not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the Contracting Officer],[or from a Government official to whom the Contracting Officer has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

(End of clause)

552.270-15 Liquidated Damages.

As prescribed in 570.702, insert the following clause:

Liquidated Damages (GSAR Deviation)(September 2026)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease, the Lessor must pay the Government as fixed and agreed liquidated damages, \$___ 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. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

(End of clause)

552.270-16 Adjustment for Vacant Premises.

As prescribed in 570.702, insert the following clause:

Adjustment for Vacant Premises (GSAR Deviation)(September 2026)

(a) If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this lease.

(b) If no rate reduction has been established in this lease, the rate will be reduced by that portion of the costs per ABOA square foot of operating expenses not required to maintain the space.

(c) Said reduction must occur after the Government gives 30 calendar days' prior notice to the Lessor and must continue in effect until the Government occupies the vacant premises or the lease expires or is terminated.

(End of clause)

552.270-17 Delivery and Condition.

As prescribed in 570.702, insert the following clause:

Delivery and Condition (GSAR Deviation)(September 2026)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the space notwithstanding the Lessor's failure to deliver the space substantially complete; if the Government so elects, it may reduce the rent payments.

(End of clause)

552.270-18 [Reserved]

552.270-19 Progressive Occupancy.

As prescribed in 570.702 , insert the following clause:

Progressive Occupancy (Sep 1999)

The Government must 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 must 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 must pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments must become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

(End of clause)

552.270-20 Payment.

As prescribed in 570.702, insert the following clause:

Payment (GSAR Deviation)(September 2026)

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

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

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

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

(c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:
ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

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

(d) *Common Area Factor (CAF)*. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}$.

(e) *Rentable Square Footage (RSF)*. The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.

(End of clause)

552.270-21 [Reserved]

552.270-22 [Reserved]

552.270-23 Subordination, Nondisturbance and Attornment.

As prescribed in 570.702 , 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 must be self-operative and that no further instrument must 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 must 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 must, 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 must 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 570.702 , 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 must 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 570.702 , 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 570.702 , 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 must constitute a waiver of any such breach of such provision.

(End of clause)

552.270-27 Integrated Agreement.

As prescribed in 570.702, insert the following clause:

Integrated Agreement (GSAR Deviation)(September 2026)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, must be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party must be incorporated in the lease.

(End of clause)

552.270-28 Mutuality of Obligation.

As prescribed in 570.702, 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 set off pursuant to this clause must constitute a breach by the Government of this lease.

(End of clause)

552.270-29 Acceptance of the Space and Certificate of Occupancy.

As prescribed in 570.702, insert the following clause:

Acceptance of Space and Certificate of Occupancy (GSAR Deviation)(September 2026)

(a) Ten (10) working days prior to the completion of the space, the Lessor must issue written notice to the Government to schedule the inspection of the space for acceptance. The Government must accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.

(b) The space must be considered substantially complete only if the space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the space. Acceptance must be final and binding upon the Government with respect to conformance of the completed tenant improvements to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but must not relieve the Lessor of any other lease requirements.

(c) The Lessor must provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government must only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this lease.]

(End of clause)

552.270-30 Price Adjustment for Illegal or Improper Activity.

As prescribed in 570.702 , insert the following clause:

Price Adjustment for Illegal or Improper Activity (Jun 2011)

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

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

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

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

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

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

(End of clause)

552.270-31 Prompt Payment.

As prescribed in 570.702 insert the following clause:

Prompt Payment (Jun 2011)

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

(a) *Payment due date.*

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

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract must become due on the first workday of the month following the month in which the commencement of the rent is effective.

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

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

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

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

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

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

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

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

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

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

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical

requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

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

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

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

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

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

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

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

(ii) Affected lease number;

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

(iv) Lessor point of contact.

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

(End of clause)

Alternate I (Sep 1999). As prescribed in 570.703 , delete paragraphs (a)(2) and (b) of the basic clause, and redesignate the remaining paragraphs accordingly.

552.270-32 Covenant Against Contingent Fees.

As prescribed in 570.702, insert the following clause:

Covenant Against Contingent Fees (Jun 2011)

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

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

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

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

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

(End of clause)

552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space.

As prescribed in 570.702, insert the following clause:

Foreign Ownership and Financing Representation for High-Security Leased Space (Jun 2021)

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

“Financing” means the process of raising or providing funds through debt or equity for purposes of meeting the requirements of the Lease, including, but not limited to, acquisition, maintenance, and construction of, or improvements to, the Property. “Foreign entity” means a:

(i) Corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group that is headquartered or organized under the laws of a country that is not the United States or a state, local government, tribe, or territory within the United States; or

(ii) Government or governmental instrumentality that is not the United States Government.

“Foreign person” means an individual who is not:

(i) a United States citizen; or

(ii) an alien lawfully admitted for permanent residence in the United States.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror or Lessor, or that owns or controls one or more entities that control an immediate owner of the offeror or Lessor. No entity owns or exercises control of the highest-level owner.

“Immediate owner” means an entity, other than the offeror or Lessor, that has direct control of the offeror or Lessor. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) *Timing.* The Offeror or Lessor must complete this representation when submitting a proposal. If the Offeror is the successful awardee, the Offeror (now Lessor) must review, update, and provide this representation on an annual basis, reflecting all changes to immediate owner, highest-level owner and financing during the preceding 1-year period, starting one year from the Lease Term Effective Date through final payment of any contract. If the Lessor intends to transfer the lease to a successor in interest under the circumstances set forth in FAR 42.1204, the Lessor must submit this representation to the Contracting Officer with any request to novate the lease. The Offeror or Lessor is responsible for the currency, accuracy and completeness of the data disclosed, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

(c) *Immediate owner.*

(1) The Offeror or Lessor represents that it ☐ does or ☐ does not have an immediate owner.

(2) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then enter the following information for the immediate owner. If the offeror or Lessor has more than one immediate owner (e.g., joint venture), then the offeror or Lessor must provide the information for each entity.

Legal name: _____
(do not use a "doing business as" name)

Unique entity identifier: _____
(if available)

(3) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign entity?: ☐ Yes or ☐ No.

(4) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign person?: ☐ Yes or ☐ No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (c)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical address: _____

Country: _____

(d) Highest-level owner.

(1) The Offeror or Lessor represents that the immediate owner, if any, ☐ is or ☐ is not owned or controlled by another entity?

(2) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, indicating that the immediate owner is owned or controlled by another entity, then enter the following information for the highest-level owner.

Legal name: _____
(do not use a "doing business as" name)

Unique entity identifier: _____
(if available)

(3) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign entity?:
☐ Yes or ☐ No.

(4) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign person?: ☐ Yes or ☐ No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (d)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable)

Physical address: _____

Country: _____

(e) Financing entity.

(1) The Offeror or Lessor represents that the financing ☐ does or ☐ does not involve a foreign entity?

(2) The Offeror or Lessor represents that the financing ☐ does or ☐ does not involve a foreign person?

(3) If the Offeror or Lessor indicates "does" in either paragraph (e)(1) or (2) of this clause, indicating foreign financing (as a foreign entity or foreign person), then enter the following information for the foreign financing (respond for each as applicable).

Legal name: _____
(do not use a "doing business as" name)

Unique entity identifier: _____
(if available)

Physical address: _____

Country: _____

(End of clause)

552.270-34 Access Limitations for High-Security Leased Space.

As prescribed in 570.702, insert the following clause:

Access Limitations for High-Security Leased Space (Jun 2021)

(a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, must not —

- (1) Maintain access to the leased space; or
- (2) Have access to the leased space without prior approval of the authorized Government representative.

(b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.

(c) Written procedures governing access to the leased space in the event of emergencies must be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.

(End of clause)

552.270-35 System for Award Management - Leasing

As prescribed in 570.702 , insert the following provision:

System for Award Management - Leasing (Dec 2024)

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

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM)” means that —

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;
- (2) The Offeror has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM at time of award, and must maintain registration in SAM during contract performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror must enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also must enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which the entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within the entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of the solicitation. See <https://www.sam.gov> for information on registration.

(End of provision)

Alternate I (DEC 2024). As prescribed in 570.702 , substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)(1) An Offeror is required to be registered in SAM as soon as possible. If registration is not possible prior to award, the Contractor must be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

Part 570 - Acquiring Leasehold Interests in Real Property

Subpart 570.1 - General

570.101 Applicability.

- (a) This part applies to acquisitions of leasehold interests in real property except:
 - (1) Leasehold interests acquired by the power of eminent domain or by donation.
 - (2) Acquisition of leasehold interests in bare or unimproved land.
- (b) The FAR does not apply to leasehold acquisitions of real property unless specifically cross-referenced in this part 570. FAR parts listed in this part are adopted for the leasehold acquisitions of real property.
- (c) FAR parts [1.3](#), [2.101](#), [2.201](#), [3](#), [3.6](#), [4.1](#), [4.208\(a\)](#), [4.304](#), [4.305](#), [4.306](#), [4.307](#), [4.308](#), [4.309](#), [4.703](#), [4.704](#), [4.705](#), [5](#), [6](#), [9.101](#), [9.102](#), [9.103](#), [9.104](#), [9.105](#), [9.4](#), [9.5](#), [14.304](#), [15](#), [17.204-1](#), [18](#), [19.109](#), [19.204](#), [19.206](#), [19.207](#), [19.302](#), [24](#), [33](#), [36.101-2](#), [42.9](#), [42.11](#), [52.107\(a\)](#), other FAR sections found in this part 570 are adopted, as applicable, for the acquisitions and administration of leasehold interests in real property.
- (d) The Contracting Officer must follow the corresponding GSAR part or GSA Acquisition Handbook to the extent applicable for any FAR part adopted in this part.

570.102 Definitions.

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

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

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

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

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

“Simplified lease acquisition threshold (SLAT)” means the simplified acquisition threshold (see [FAR 2.101](#)), when applied to the average annual amount of rent for the term of the lease, including option periods and excluding the cost of services (41 U.S.C. § 3305(b)).

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

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

(b) General Contract Terms.

“Contract” means lease.

“Contractor” means Lessor.

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

“Excusable Delays” mean delays arising without the fault or negligence of Lessor and Lessor’s subcontractors and suppliers at any tier, and must 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.

“Lease Award Date” means the date the CO executes the lease and furnishes written notification of the executed lease to the successful offeror (usually the date on which the parties’ obligations under the lease begin).

“Lease Term Commencement Date” means the date on which the lease term commences.

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

“Substantially Complete” or “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. The space must be considered substantially complete only if the space may be used for its intended purpose.

“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.

(c) Real Property Terms.

“ANSI/BOMA” is an acronym for American National Standards Institute/Building Owners and Managers Association.

“ANSI/BOMA Occupant Area” or “ABOA” means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is “the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area.” The Method A – Multiple Load Factor Method must apply.

“Appurtenant Areas” means those areas and facilities on the property that are not located within the premises, or for which rights are expressly granted under this lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government’s enjoyment of the premises and express appurtenant rights (e.g. parking areas).

“Building” means building(s) situated on the property in which the premises are located.

“Common Area Factor (CAF)” means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF must

be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF must apply.

“Firm Term” means the part of the lease term that is not subject to termination rights.

“Premises” means the total occupant area or other type of space, together with all associated common areas described in the lease. Appurtenant areas (e.g., parking areas) to which the Government has rights under this lease are not included in the premises.

“Property” means the land and buildings in which the premises are located, including all appurtenant areas (e.g., parking areas) to which the Government is granted rights.

“Rentable Space or Rentable Square Feet (RSF)” means the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. Rentable space may include a share of common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.

“Space” means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

570.103 Authority to lease.

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

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

570.104 Competition.

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

570.105 Methods of contracting.

570.105-1 Contracting by negotiation.

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

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

The contracting officer may use the two-phase design-build selection procedures in 41 U.S.C. 253m for lease construction projects. This includes lease construction projects with options to purchase the real property leased. Use the procedures in 41 U.S.C. 253m and FAR [36.101-2](#) when the conditions in (a) and (b) below are met:

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

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

- (1) The contracting officer expects to receive three or more offers.
- (2) Offerors will need to perform design work before developing a price.
- (3) Offerors will incur a substantial amount of expense in preparing offers.
- (4) The contracting officer considers criteria such as the following:
 - (i) The extent to which the project requirements have been adequately defined.
 - (ii) The time constraints for delivery of the project.
 - (iii) The capability and experience of potential contractors.
 - (iv) The past performance of potential contractors.
 - (v) The suitability of the project for use of the two-phase selection procedures.
 - (vi) The capability of the agency to manage the two-phase selection process.
 - (vii) Other criteria established by the HCA.
- (c) See 570.305 for additional information.

570.106 Advertising, publicizing, and notifications to Congress.

(a) If a proposed acquisition is not exempt under FAR [5.101\(b\)](#) or GSAR 570.106(e), then the contracting officer must publicize the proposed acquisition in the System for Award Management Contract Opportunities at <https://www.sam.gov> in its place.

(b) For leasehold acquisitions where the solicitation requires the construction of a new building on a preselected site, the contracting officer, in accordance with the timeframes established in FAR [5.101\(d\)](#), must publicize the proposed acquisition in the GPE regardless of size or value.

(c) For leasehold acquisitions not subject to a square foot measurement (e.g., antennas, piers, parking), contracting officers must publicize the proposed acquisition in the GPE when the contract action is expected to exceed \$25,000, unless an exception under FAR [5.101\(b\)](#) applies.

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

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

(f) Except as otherwise provided in paragraph (b) of this section, where publicizing of the proposed acquisition is required, the notice must be published in the GPE not less than three calendar days prior to issuance of a solicitation.

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

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

(2) In cases of unusual and compelling urgency (FAR [6.103-2](#)), provide as much time as reasonably possible under the circumstances and document the contract file.

570.106-1 Synopsis of lease awards.

(a) Except for lease actions described in paragraph (b) of this subsection, contracting officers must synopsise in the GPE awards exceeding \$25,000 total contract value that are likely to result in the award of any subcontracts. However,

the dollar threshold is not a prohibition against publicizing an award of a smaller amount when publicizing would be advantageous to industry or to the Government.

(b) A notice is not required if —

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

(2) The lease —

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

(ii) Was made through a means where access to the notice of proposed lease action was provided through the GPE; and

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

(3) Justifications for other than full and open competition must be posted in the GPE. Information exempt from public disclosure must be redacted.

570.107 Oral presentations.

The contracting officer may require oral presentations for acquisitions of leasehold interests in real property. Follow the procedures in FAR [15.105-1](#).

570.108 Responsibility determination.

(a) Determine that the prospective awardee is responsible with respect to the lease under consideration. The standards in FAR [9.104](#) apply. As part of the determination that a prospective contractor is otherwise qualified and eligible for award, review exclusions in the System for Award Management (SAM).

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

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

(d) If the contracting officer finds a small business concern nonresponsible, the procedures at FAR [19.204](#) apply. Place all documents and reports supporting a determination of responsibility or nonresponsibility in the lease file.

570.109 Certifications.

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

570.110 Reserved

570.111 Inspection and acceptance.

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

570.112 Awards to Federal employees.

If the contracting officer receives an offer from an officer or employee of the Government, follow the procedures in FAR [3.6](#).

570.113 Disclosure of mistakes after award.

If a mistake in a lessor's offer is discovered after award, the contracting officer should process it substantially in accordance with FAR [14.304](#).

570.114 Protests.

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

570.115 Novation and change of ownership.

In the event of a transfer of ownership of the leased premises or a change in the lessor's legal name, FAR [42.9](#) applies.

570.116 Contract format.

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

570.117 Reserved.

570.118 Foreign Ownership Disclosure.

If a foreign ownership disclosure is made pursuant to clause [552.270-33](#):

(a) The contracting officer must notify the Federal tenant for the leased space in writing:

(1) If the disclosure is made during the lease acquisition process, the contracting officer must notify the Federal tenant prior to lease award.

(2) If the disclosure is made concurrent with a request for novation, the contracting officer must notify the Federal tenant prior to executing the novation.

(3) If the disclosure is made concurrent with a renewal option or extension, the contracting officer must notify the Federal tenant prior to executing the renewal option or extension.

(b) The contracting officer must coordinate with the Federal tenant regarding security concerns and any necessary mitigation measures.

Subpart 570.2 - Simplified Lease Acquisition Procedures

570.201 Purpose.

This subpart prescribes simplified procedures for small leases. These procedures reduce administrative costs, while improving efficiency and economy, when acquiring small leasehold interests in real property.

570.202 Policy.

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

570.203 Procedures.

570.203-1 Market survey.

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

570.203-2 Competition.

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

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

570.203-3 Soliciting offers.

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

- (1) Describe the Government's requirements.
- (2) List all award factors, including price or cost, and any significant subfactors that the contracting officer will consider in awarding the lease.
- (3) State the relative importance of the evaluation factors and subfactors.
- (4) State whether all evaluation factors other than cost or price, when combined, are either:
 - (i) Significantly more important than cost or price.
 - (ii) Approximately equal in importance to cost or price.

- (iii) Significantly less important than cost or price.
- (5) Include either in full text or by reference, applicable FAR provisions and contract clauses required by 570.6.
- (6) Include sustainable design requirements.
- (b) As necessary, review with prospective offerors the Government's requirements, pricing matters, evaluation procedures and submission of offers.

570.203-4 Negotiation, evaluation, and award.

- (a) If the contracting officer needs to conduct negotiations, use the procedures in 570.307.
- (b) Evaluate offers in accordance with the solicitation. Evaluate prices and document the lease file to demonstrate whether the proposed contract prices are fair and reasonable.
- (c) Regardless of the process used, the contracting officer must determine whether the price is fair and reasonable.
- (d) If the total contract value of the lease, including options, will exceed the amount established by FAR [19.109](#), the proposed awardee must provide an acceptable small business subcontracting plan. This requirement does not apply if the proposed awardee is a small business concern.
- (e) Make award to the responsible offeror whose proposal represents the best value to the Government considering price and other factors included in the solicitation.

Subpart 570.3 - Acquisition Procedures for Leasehold Interests in Real Property Over the Simplified Lease Acquisition Threshold

570.301 Market survey.

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

570.302 Description of requirements.

- (a) The description of requirements depends on the nature of the space the agency needs and the market available to satisfy that need.
- (b) The description of requirements must include all the following:
 - (1) A statement of the purpose of the lease.
 - (2) Functional, performance, or physical requirements.
 - (3) Any special requirements.
 - (4) The delivery schedule.

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

570.303 Solicitation for offers.

570.303-1 Preparing the SFO.

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

- (a) Describe the Government's requirements.
- (b) State the method the Government will use to measure space.
- (c) Explain how to structure offers.
- (d) Specify a date, time, and place for submission of offers.
- (e) Explain how the Government will evaluate offers.
- (f) Describe the source selection procedures the Government will use.
- (g) Include a statement outlining the information the Government may disclose in debriefings.
- (h) Include appropriate forms prescribed in 570.8.

570.303-2 Issuing the SFO.

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

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

Follow the procedures in FAR [15.107](#).

570.303-4 Changes to SFOs.

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

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

(1) Make a record of the information provided.

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

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

(c) Distribute an amendment as follows:

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

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

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

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

570.304 General source selection procedures.

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

(1) Simplified lease acquisition procedures authorized by 570.2.

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

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

(c) In a trade off procurement, the contracting officer must include price or cost to the Government, past performance, the planned participation of small disadvantaged business concerns in performance of the contract, and other factors as required by FAR [15.104](#) as evaluation factors. The contracting officer may include other evaluation factors as needed.

(d) The evaluation factors and significant subfactors must comply with FAR 15.104 and either one of the following:

(1) FAR [15.103-1](#) if the contracting officer will use the tradeoff process.

(2) FAR [15.103-2](#) if the contracting officer will use the lowest price technically acceptable source selection process.

570.305 Two-phase design-build selection procedures.

(a) These procedures apply to acquisitions of leasehold interests if the contracting officer uses the two-phase design-build selection procedures authorized by 570.105-2. Follow FAR [36.101-2](#).

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

(1) The Scope of Work.

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

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

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

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

(1) Phase one factors include:

(i) Specialized experience and technical competence.

(ii) Capability to perform.

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

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

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

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

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

(1) In the government's interest.

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

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

570.306 Evaluating offers.

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

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

(c) Evaluate past performance on previous lease projects in accordance with FAR [15.202\(c\)](#). Obtain information through:

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

(2) Interviews with program managers or contracting officers;

(3) Other sources; or

(4) Past performance information collected under FAR [42.11](#) and available through the Contractor Performance Assessment Reporting System at <https://www.cpars.gov/>, or successor system.

(d) The contracting officer may obtain information to evaluate an offeror's past performance on subcontracting plan goals and monetary targets from the following sources:

- (1) The Small Business Administration;
- (2) Information on prior contracts from contracting officers and administrative contracting officers;
- (3) Offeror's references; and
- (4) Past performance information collected under FAR [42.11](#) and available through PPIRS.

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

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

570.307 Negotiations.

(a) Follow the procedures in FAR [15.202\(a\)\(2\)](#) and [15.204-2](#) for exchanges (including clarifications, negotiations, and revisions).

(b) Place a written record of all exchanges in the lease file.

(c) Provide prompt written notice to any offeror excluded from the competitive range or otherwise eliminated from the competition in accordance with FAR [15.206-1\(a\)](#).

570.308 Award.

(a) Make award to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the SFO.

(b) Make award in writing and in the timeframe specified in the SFO.

(1) If the contracting officer cannot make an award in that time, request in writing from each offeror an extension of the acceptance period through a specific date.

(2) If time is critical, the contracting officer may request the extensions orally. The contracting officer must make a record of the request and confirm it promptly in writing.

(c) Notify unsuccessful offerors in writing or electronically in accordance with FAR [15.301](#) and [15.207-2](#).

(d) The source selection authority may reject all proposals received in response to an SFO, if doing so is in the best interest of the Government.

570.309 Debriefings.

The procedures of FAR [15.206-2](#) and [15.301](#) apply to leasing actions.

Subpart 570.4 - Special Aspects of Contracting for Continued Space Requirements

570.401 Renewal options.

(a) Exercise of options. Before exercising an option to renew, follow the procedures in FAR [17.204-1](#) Exercise of options.. The contract must first provide the right to renew the lease. If a renewal option was not evaluated as part of the lease at award, then the addition of a renewal option during the lease term must satisfy the requirements of FAR part [6](#) regarding full and open competition.

(b) Market information review. Before exercising an option to renew a lease, review current market information to determine that the rental rate in the option is fair and reasonable.

570.402 Succeeding leases.

570.402-1 General.

(a) If a succeeding lease for the continued occupancy of space in a building does not exceed the simplified lease acquisition threshold, the contracting officer may use the simplified procedures in 570.2. Explain the absence of competition in the contract file.

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

(1) The contracting officer does not identify any potential acceptable locations.

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

570.402-2 Publicizing/Advertising.

The contracting officer must publish a notice if required by 570.106. The notice should:

(a) Indicate that the Government's lease is expiring.

(b) Describe the requirements in terms of type and quantity of space.

(c) Indicate that the Government is interested in considering alternative space if economically advantageous, and that otherwise the Government intends to pursue a sole source acquisition.

(d) Advise prospective offerors that the Government will consider the cost of moving, alterations, etc., when deciding whether it should relocate.

(e) Provide a contact person for those interested in providing space to the Government.

570.402-3 Market survey.

Conduct a market survey following 570.301.

570.402-4 No potential acceptable locations.

If the contracting officer does not identify any potential acceptable locations through the advertisement or the market survey, prepare a written justification to negotiate directly with the present lessor. Fully document the efforts to locate alternative sources. Prepare the justification and obtain approval following FAR [6.1](#).

570.402-5 Potential acceptable locations.

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

(a) If the cost-benefit analysis indicates that the Government will recover relocation costs and duplication of costs through competition, develop an SFO and negotiate with all interested parties following 570.3.

(b) If the cost-benefit analysis indicates that the Government cannot expect to recover relocation costs and duplication of costs through competition, prepare a justification for approval in accordance with FAR [6.1](#). Explain both:

(1) How the contracting officer performed the cost-benefit analysis.

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

570.402-6 Cost-benefit analysis.

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

(1) The prices of other potentially available properties.

(2) Relocation costs, including estimated costs for moving, telecommunications, and alterations, amortized over the firm term of the lease.

(3) Duplication of costs to the Government.

(4) Other appropriate considerations.

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

(1) Adjust the prices quoted for standard space for any special requirements.

(2) You do not need a formal SFO to obtain the informational quotation.

However, you must provide a general description of the Government's needs.

(3) If you obtain oral quotations, document the following information, as a minimum:

(i) Name and address of the firm solicited.

(ii) Name of the firm's representative providing the quote.

(iii) Price(s) quoted.

(iv) Description of the space and services for which the quote is provided.

(v) Name of the Government employee soliciting the quotation.

(vi) Date of the conversation.

(4) Compare the informational quotations to the present lessor's price, adjusted to reflect the anticipated price for a succeeding lease.

570.403 Expansion requests.

(a) If the expansion space is in the general scope of the lease, the contracting officer may acquire the space through a modification without further justification under FAR [6.1](#).

(b) If the expansion space needed is outside the general scope of the lease, the contracting officer must determine whether it is more prudent to provide the expansion space by supplemental agreement to the existing lease or to meet the expansion requirement and existing tenancy to the requirement by competitive means.

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

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

(i) The cost of the alternate space compared to the cost of expanding at the existing location.

(ii) The cost of moving.

(iii) The cost of duplicating existing improvements.

(iv) The cost of the unexpired portion of the firm lease term. If a termination is possible, use the actual cost of such an action.

(v) The cost of disruption to the agency's operation.

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

(1) If the estimated value of the acquisition does not exceed the simplified lease acquisition threshold, document the file as required by 570.203-2.

(2) If the estimated value of the acquisition exceeds the simplified lease acquisition threshold, prepare a justification for approval under FAR [6.1](#).

570.404 Superseding leases.

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

(b) If the value of the superseding lease exceeds the simplified lease acquisition threshold, the justification and approval requirements in FAR [6.1](#) apply. If the cost does not exceed the simplified lease acquisition threshold, the contracting officer may use the simplified procedures in 570.2 and explain the absence of competition in the file.

570.405 Lease extensions.

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

(b) If the value of a lease extension will exceed the simplified lease acquisition threshold, the justification and approval requirements in FAR [6.1](#) apply. For extensions that will not exceed the simplified lease acquisition threshold, the contracting officer may use the simplified procedures in 570.2 and explain the absence of competition in the file.

(c) FAR [6.103-1](#) permits contracting without providing for full and open competition when the property or services needed by the agency are available from only one responsible source and no other type of property or services will satisfy the needs of the agency. This authority may apply to lease extensions in situations such as, but not limited to, the following:

(1) The agency occupying the leased space is scheduled to move into other Federally controlled space, but encounters unexpected delays in preparing the new space for occupancy.

(2) The Government encounters unexpected delays outside of its control in acquiring replacement space.

(3) The Government is consolidating various agencies and the contracting officer needs to extend the terms of some leases to establish a common expiration date.

(4) The agency occupying the space has encountered delays in planning for a potential relocation to other federally controlled space due to documented organizational, financial, or other uncertainties.

Subpart 570.5 - Special Aspects of Contracting for Lease Alterations

570.501 General.

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

(1) The alterations fall within the scope of the lease. Consider whether the work can be regarded fairly and reasonably as part of the original lease requirement.

(2) The lessor is willing to perform the proposed alterations at a fair and reasonable price.

(3) It is in the Government's interest to acquire the alterations from the lessor.

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

(1) A supplemental lease agreement, as justified and approved under 570.502-1.

(2) Government performance or a separate contract. The lease must first provide the Government with the right to perform alterations to the leased space.

570.502 Alterations by the lessor.

570.502-1 Justification and approval requirements.

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

(a) If the alteration project will not exceed the micro-purchase threshold identified in FAR [2.101](#), no justification and approval is required.

(b) If the alteration project will exceed the micro-purchase threshold identified in FAR [2.101](#), but not the simplified lease acquisition threshold, the contracting officer may use simplified acquisition procedures and explain the absence of competition in the file.

(c) If the alteration project will exceed the simplified lease acquisition threshold, the justification and approval requirements in FAR [6.1](#) apply.

570.502-2 Procedures.

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

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

(c) Request for proposal.

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

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

(d) Proposal evaluation. The contracting officer must —

(1) Determine if the proposal meets the Government's requirements.

(2) Analyze price or cost information. At a minimum, compare the proposed cost to the independent estimate.

(3) Analyze profit following FAR [15.504](#).

(4) Document the analysis under this paragraph and the resulting negotiation objectives.

(e) Price negotiations. The contracting officer must —

(1) Exercise sound judgment. Make reasonable compromises as necessary.

(2) Provide the lessor with the greatest incentive for efficient and economical performance.

(3) Document negotiations in the contract file, including discussions regarding restoration cost or waiver of restoration cost.

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

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

(1) Inspected by a qualified Government employee or independent Government contractor.

(2) Confirmed as completed in a satisfactory manner.

570.503 Alterations by the Government or through a separate contract.

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

(a) Have Federal employees perform the work.

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

Subpart 570.6 - Contracting for Overtime Services and Utilities in Leases

570.601 General.

(a) Lease tenant agencies may need overtime services and utilities on a regular or intermittent basis. Lease contracting officers may negotiate overtime rates for services and utilities and include those rates in leases where a need is projected. Only lease contracting officers may negotiate overtime rates.

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

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

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

Subpart 570.7 Solicitation Provisions and Contract Clauses.

570.701 FAR solicitation provisions and contract clauses.

This subpart prescribes FAR solicitation provisions and contract clauses for leasing.

(a) For lease procurements that exceed the micro-purchase threshold (MPT), insert the following provisions in solicitations and clauses in solicitations and contracts:

- (1) [FAR 52.203-7](#), Anti-Kickback Procedures.
- (2) [FAR 52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.
- (3) [FAR 52.203-12](#), Limitation on Payments to Influence Certain Federal Transactions.
- (4) [FAR 52.204-9](#), Personal Identity Verification of Contractor Personal.
- (5) [FAR 52.204-19](#), Incorporation by Reference of Representations and Certifications.
- (6) [FAR 52.204-90](#), Offeror Identification.
- (7) [FAR 52.204-91](#), Contractor Identification.

- (8) [FAR 52.209-6](#), Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.
- (9) [FAR 52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
- (10) [FAR 52.219-1](#), Small Business Program Representations.
- (11) [FAR 52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns.
- (12) [FAR 52.219-28](#), Post-Award Small Business Program Rerepresentation.
- (13) [FAR 52.222-35](#), Equal Opportunity for Veterans.
- (14) [FAR 52.222-36](#), Equal Opportunity for Workers with Disabilities.
- (15) [FAR 52.222-37](#), Employment Reports on Veterans.
- (16) [FAR 52.222-90](#), Addressing DEI Discrimination by Federal Contractors.
- (17) [FAR 52.232-23](#), Assignment of Claims.
- (18) [FAR 52.232-33](#), Payment by Electronic Funds Transfer — System for Award Management.
- (19) [FAR 52.233-1](#), Disputes.
- (20) [FAR 52.233-4](#), Applicable Law for Breach of Contract Claim.
- (21) [FAR 52.240-90](#), Security Prohibitions and Exclusions Representations and Certifications.
- (22) [FAR 52.240-91](#), Security Prohibitions and Exclusions.
- (23) [FAR 52.240-92](#), Security Requirements.
- (24) [FAR 52.240-93](#), Basic Safeguarding of Covered Contractor Information Systems.
- (25) [FAR 52.252-1](#), Solicitation Provisions Incorporated by Reference.
- (26) [FAR 52.252-2](#), Clauses Incorporated by Reference.

(b) For lease procurements that exceed the simplified acquisition threshold (SAT), insert the following provisions in solicitations and clauses in solicitations and contracts:

- (1) [FAR 52.202-1](#), Definitions.
- (2) [FAR 52.203-3](#), Gratuities.
- (3) [FAR 52.204-5](#), Women-Owned Business (Other than Small Business).
- (4) [FAR 52.209-5](#), Certification Regarding Responsibility Matters.
- (5) [FAR 52.215-2](#), Audit and Records — Negotiation.
- (6) [FAR 52.219-8](#), Utilization of Small Business Concerns.
- (7) [FAR 52.233-2](#), Service of Protest.

(c) *Other Thresholds.* As prescribed in this paragraph, insert the following provisions in solicitations and clauses in solicitations and contracts for lease procurements:

- (1) [FAR 52.219-9](#), Small Business Subcontracting Plan. Use in lease procurements expected to exceed the threshold in FAR 19.109(e)(2)(i).
- (2) [FAR 52.219-16](#), Liquidated Damages — Subcontracting Plan. Use in lease procurements expected to exceed the threshold in FAR 19.109(e)(2)(i).
- (3) [FAR 52.203-13](#), Contractor Code of Business Ethics and Conduct. Use in lease procurements above \$7.5 million and where the performance period is 120 days or more.
- (4) [FAR 52.203-14](#), Display of Hotline Poster(s). Use in lease procurements above \$7.5 million.

570.702 GSAR solicitation provisions and contract clauses.

This subpart prescribes GSAR provisions and clauses for leasing.

(a) For lease procurements that exceed the micro-purchase threshold (MPT), insert the following provisions and clauses in the solicitation and contract:

- (1) GSAR [552.204-9](#), Personal Identity Verification Requirements.
- (2) GSAR [552.270-1](#), Instructions to Offerors — Acquisition of Leasehold Interests in Real Property.
 - (i) Use the base clause with Alternate I if it is advantageous to the Government to allow offers to be submitted up to the exact time specified for award.
 - (ii) Use the base clause with Alternate II if the Government intends to award without discussions.
- (3) GSAR [552.270-3](#), Parties to Execute Lease.
- (4) GSAR [552.270-6](#), Maintenance of Building and Premises — Right of Entry.
- (5) GSAR [552.270-7](#), Fire and Casualty Damage.
- (6) GSAR [552.270-8](#), Compliance with Applicable Law.
- (7) GSAR [552.270-9](#), Inspection — Right of Entry.
- (8) GSAR [552.270-12](#), Alterations.
- (9) GSAR [552.270-13](#), Proposals for Adjustment.
- (10) GSAR [552.270-14](#), Changes.
- (11) GSAR [552.270-16](#), Adjustment for Vacant Premises.
- (12) GSAR [552.270-17](#), Delivery and Condition.
- (13) GSAR [552.270-19](#), Progressive Occupancy.
- (14) GSAR [552.270-20](#), Payment.
- (15) GSAR [552.270-25](#), Substitution of Tenant Agency.
- (16) GSAR [552.270-27](#), Integrated Agreement.
- (17) GSAR [552.270-28](#), Mutuality of Obligation.
- (18) GSAR [552.270-29](#), Acceptance of Space.
- (19) GSAR [552.270-30](#), Price Adjustment for Illegal Improper Activity.
- (20) GSAR [552.270-31](#), Prompt Payment.

- (21) GSAR [552.270-32](#), Covenant Against Contingent Fees.
- (22) GSAR [552.270-35](#), System for Award Management - Leasing.

(b) For lease procurements that exceed the simplified acquisition threshold (SAT), insert the following provisions and clauses in the solicitation and contract:

- (1) GSAR [552.270-4](#), Definitions.
- (2) GSAR [552.270-5](#), Subletting and Assignment.
- (3) GSAR [552.270-10](#), Default by Lessor.
- (4) GSAR [552.270-11](#), Successors Bound.
- (5) GSAR [552.270-15](#), Liquidated Damages.
- (6) GSAR [552.270-23](#), Subordination, Nondisturbance and Attornment.
- (7) GSAR [552.270-24](#), Statement of Lease.
- (8) GSAR [552.270-26](#), No Waiver.

(c) For lease procurements that will be occupied by Federal employees for nonmilitary activities and have a facility security level of III, IV, or V, insert the following clauses in solicitations and contracts:

- (1) GSAR [552.270-33](#), Foreign Ownership and Financing Representation for High-Security Leased Space.
- (2) GSAR [552.270-34](#), Access Limitations for High-Security Leased Space.

570.703 Deviations to provisions and clauses.

(a) The contracting officer needs a deviation approved under FAR [1.3](#) to omit any required provision or clause.

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

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

Subpart 570.8 - Forms

570.801 Standard forms.

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

Lessors must use the Standard Form (SF) [294](#) instead of the ISR to report subcontracting achievements. Use of the SF-294 by contractors to report cumulative subcontracting achievement under a GSA contract should be rare. SSRs are still required in the Subcontracting Plan Reporting (SPR) system.

570.802 GSA forms.

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

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

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