

GSA ORDER

Subject: GSAR Amendment 2009-09, GSAR Case 2006-G501, GSAR Parts 501, 519, 552, and 553, Mentor-Protégé Program (Change 37)

1. Purpose. This order transmits a revision to the General Services Administration Acquisition Manual (GSAM).
2. Background. The General Services Administration amended the GSAM to revise coverage in Parts 501, 519, 552, and 553, specifically to add a new subpart 519.70, GSA Mentor-Protégé Program.

GSA published GSAR Case 2006-G501, Change 37, final rule, in the *Federal Register* at 74 FR 41060, August 14, 2009.

3. Effective date. September 14, 2009.
4. Explanation of changes. The GSAM is amended by adding a new subpart 519.70, consisting of sections 519.7001 through 519.7017.
5. Filing instructions. Insert the following pages to the GSAM:

Remove Pages

General Structure
pp. v and vi

501-1 and 501-2

Part 519 TOC
pp. 519-i and 519-ii
519-13 and 519-14

Part 552 TOC
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Part 552 TOC
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552-19 thru 552-22

Matrix
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553-1 and 553-2



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Matrix
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**PART 501—GENERAL SERVICES ADMINISTRATION
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**Subpart 501.1—Purpose, Authority,
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501.101 Purpose.

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

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

501.103 Authority.

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

501.104 Applicability.

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

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

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

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

501.105 Issuance.

501.105-1 Publication and code arrangement.

The GSAR is published in the following sources:

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

501.105-2 Arrangement of regulations.

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

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

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

501.105-3 Copies.

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

501.106 OMB Approval under the Paperwork Reduction Act.

GSAR Reference	OMB Control No.	GSAR Reference	OMB Control No.
509.105-1(a)	3090-0007	552.211-78	3090-0204
511.104-70	3090-0203	552.211-82	3090-0204
511.204(d)	3090-0246	552.214-71	3090-0200
511.404(a)(1)	3090-0204	552.216-70	3090-0243
511.404(a)(2)	3090-0204	552.216-72	3090-0248
511.404(a)(5)	3090-0204	552.216-73	3090-0248
514.201-7(a)	3090-0200	552.219-72	3090-0252
516.203-4(a)(1)	3090-0243	552.219-75	3090-0286
516.506	3090-0248	552.219-76	3090-0286
519.708(b)	3090-0252	552.232-72	3090-0205
519.70	3090-0286	552.232-72	3090-0080
522.406-6	1215-0149	552.237-70	3090-0197
523.370	3090-0205	552.237-71	3090-0006
532.111(c)	3090-0080	552.238-70	3090-0250
532.905-70	9000-0102	552.238-72	3090-0262
532.905-71	3090-0080	552.238-74	3090-0121 3090-0250
537.110(a)	3090-0197	552.242-70	3090-0027
537.110(b)	3090-0006	552.246-70	3090-0027
538.273(a)(1)	3090-0250	552.246-71	3090-0027
538.273(a)(3)	3090-0262	GSA-72-A	3090-0121
538.273(b)(1)	3090-0121	GSA-527	3090-0007
542.1107	3090-0027	GSA-618D	1215-0149
546.302-70	3090-0027	GSA-1142	3090-0080
546.302-71	3090-0027	GSA-1364	3090-0086
552.211-8	3090-0204	GSA-1678	3090-0027
552.211-77	3090-0246	GSA-2419	9000-0102
		570.702(c)	3090-0086

501.170 General Services Administration Acquisition Management System.

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

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

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

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

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

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

501.171 Other GSA publications.

501.171-1 GSA orders and handbooks.

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

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

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

501.171-2 Acquisition letters.

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

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

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

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

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

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

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

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

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

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

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

AMENDMENT 2009–09 SEPTEMBER 14, 2009

GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL

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Subpart 519.14—Service-Disabled Veteran-Owned Small Business Procurement Program		
519.1405		Service-disabled veteran-owned small business set-aside procedures.
519.1405-70		Additional Responsibilities—Service Disabled Veteran Executive Order
Subpart 519.70—GSA Mentor-Protégé Program		
519.7001		Scope of subpart.
519.7002		Definitions.
519.7003		General Policy.
519.7004		Incentives for prime contractors.
519.7005		Measurement of program success.

(1) Establish a Government-wide Acquisition Contract reserved for participation by service-disabled veteran businesses; and

(2) Assist service-disabled veteran businesses to be included in Federal Supply Schedules.

(d) GSA maintains a service-disabled veteran-owned small business website, (www.gsa.gov/service-disabled.) This website targets the GSA acquisition community and service-disabled veteran-owned small businesses by providing current information about the program and other information such as Frequently Asked Questions

Subpart 519.70—GSA Mentor-Protégé Program

519.7001 Scope of subpart.

The GSA Mentor-Protégé Program is designed to encourage and motivate GSA prime contractors to assist small businesses concerns, small disadvantaged businesses concerns, women-owned small businesses concerns, veteran-owned small business concerns, service-disabled veteran-owned small businesses concerns, and HUBZone small businesses concerns, and enhance their capability of performing successfully on GSA contracts and subcontracts, foster the establishment of long-term business relationships between these small business entities and GSA prime contractors, and increase the overall number of small business entities that receive GSA contract and subcontract awards.

519.7002 Definitions.

The definitions of small business concern, small disadvantaged business concern, HUBZone small business concern, women-owned small business concern, veteran-owned small business concern, and service-disabled veteran-owned small business concern are the same as found in FAR 2.101. Also see 13 CFR 121, 124, 125 and 126.

(a) “Mentor” as used in the GSA Mentor-Protégé Program, is a prime contractor that elects, on a specific GSA contract, to promote and develop small business subcontractors by providing developmental assistance designed to enhance the business success of the protégé.

(b) “Mentor-Protégé Program Manager” means an employee in the Office of Small Business Utilization (OSBU) (E) designated by the Associate Administrator of OSBU to manage the Mentor-Protégé Program.

(c) “Protégé” as used in the GSA Mentor-Protégé Program is a small business concern that is the recipient of developmental assistance pursuant to a mentor-protégé arrangement on a specific GSA contract.

519.7003 General Policy.

(a) A large business prime contractor that meets the requirements at section [519.7006](#), and is approved as a mentor firm by the Mentor-Protégé Program Manager, may enter into an Agreement with a small business concern, small disadvantaged business concern, women-owned small business concern, veteran-owned small business concern, service-disabled veteran-owned small business concern or HUBZone small business concern that meets the requirements for being a protégé (see [519.7007](#)) in order to provide appropriate developmental assistance to enhance the capabilities of the protégé to perform successfully as a subcontractor and supplier.

(b) A small business prime contractor that is capable of providing developmental assistance to protégés, may also be approved as a mentor.

(c) An active mentor-protégé arrangement requires the protégé to either be a current or newly selected subcontractor under the mentor’s prime contract with GSA.

(d) A small business concern’s status as a protégé under a GSA contract shall not have an effect on its ability to seek other prime contracts or subcontracts.

(e) Potential Mentors may submit an application for admittance to the Mentor-Protégé Program at any time as long as the requirements at section [519.7006](#) are met.

(f) The determination of affiliation is a function of the SBA.

519.7004 Incentives for prime contractors.

(a) Under the Small Business Act, 15 U.S.C. 637(d)(4)(E), the GSA is authorized to provide appropriate incentives to prime contractors in order to encourage subcontracting opportunities for small business concerns consistent with the efficient and economical performance of the contract. This authority is limited to negotiated procurements, including the GSA Multiple Award Schedule contracts and the GSA Governmentwide Acquisition Contracts. It does not include orders under any GSA contracts.

(b) Costs incurred by a mentor to provide developmental assistance, as described in section [519.7012](#) to fulfill the terms of their agreement(s) with a protégé firm(s), are not reimbursable as a direct cost under a GSA contract. If GSA is the mentor’s responsible audit agency under FAR 42.703-1, GSA will consider these costs in determining indirect cost rates. If GSA is not the responsible audit agency, mentors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates.

(c) In addition to paragraph (b) of this section, contracting officers may give mentors evaluation credit during the source selection process for subcontracts awarded under their subcontracting plans pursuant to their Mentor-Protégé Agreements. (See FAR 15.101-1). Therefore:

(1) Contracting officers may evaluate proposals with subcontracting plans containing Mentor-Protégé Agreements more favorably than proposals with subcontracting plans that do not include Mentor-Protégé Agreements; and

(2) Contracting officers may assess the prime contractor's compliance with the subcontracting plans submitted in previous contracts as a factor in evaluating past performance under certain circumstances (see FAR 15.304(c)(3) and 15.305(a)(2)(v)) and determining contractor responsibility FAR section 19.705-5(a)(1).

(d) *OSBU Mentoring Award*. A non-monetary award may be presented annually to the mentoring firm providing the most effective developmental support of a protégé. The Mentor-Protégé Program Manager will recommend an award winner to the Administrator of GSA.

(e) *OSBU Mentor-Protégé Annual Conference*. At the conclusion of each year in the Mentor-Protégé Program, mentor firms will be invited to brief contracting officers, program leaders, office directors, and other guests on their experience and progress under the Program. Participation is voluntary.

519.7005 Measurement of program success.

The overall success of the GSA Mentor-Protégé Program encompassing all participating mentors and protégés will be measured by the extent to which it results in:

(a) An increase in the number, dollar value, and percentage of subcontracts awarded to protégés by mentor firms under GSA contracts since the date of entry into the Program. The baseline that demonstrates an increase is determined by comparing the number and total dollar amount of subcontract awards made to the identified protégé firm(s) during the two preceding fiscal years (if any) that are listed in application;

(b) An increase in the number and dollar value of contract and subcontract awards (including percentage of subcontract awards) to protégé firms since the date of the protégé's entry into the Program (under GSA contracts and contracts awarded by other Federal agencies);

(c) An increase in the number and dollar value of subcontracts awarded to a protégé firm by its mentor firm; and

(d) An increase in subcontracting with protégé firms in industry categories where they have not traditionally participated within the mentor firm's activity (i.e., the protégé is expanding its field of expertise or is increasing its opportunities in areas where it has not traditionally performed).

(e) Assessments of the semi-annual reports submitted by the mentors and "Lessons Learned" evaluation submitted by the mentors and protégés to the GSA Mentor-Protégé Program Manager.

519.7006 Mentor firms.

(a) Mentors must be:

(1) A large business prime contractor that is currently performing under an approved subcontracting plan as required by FAR 19.7 - Small business mentors are exempted; or

(2) A small business prime contractor that can provide developmental assistance to enhance the capabilities of protégés to perform as contractors, subcontractors, and suppliers;

(b) Must be eligible (not listed in the "Excluded Parties List System") for U.S. Government contracts and not excluded from the Mentor-Protégé Program under section [519.7014\(b\)](#);

(c) Must be able to provide developmental assistance that will enhance the ability of protégés to perform as contractors and subcontractors; and

(d) Must provide semi-annual reports detailing the assistance provided and the cost incurred in supporting protégés.

519.7007 Protégé firms.

(a) For selection as a protégé, a firm must be:

(1) A small business concern, small disadvantaged business concern, veteran-owned small business concern, service-disabled veteran-owned small business concern, HUB-Zone small business concern, or women-owned small business concern;

(2) Small for the NAICS code the prime contractor/mentor assigns to the subcontract; and

(3) Eligible (not listed in the "Excluded Parties List System") for U.S. Government contracts and not excluded from the Mentor-Protégé Program under section [519.7014\(b\)](#).

(b) A protégé firm may self-represent to a mentor firm that it meets the requirements set forth in paragraph (a) of this section. Mentors may check the Central Contractor Registration (CCR) at www.ccr.gov to verify that the self-representation of the potential protégé meets the specified small business and socioeconomic category eligibility requirements (see FAR 19.703(b) and (d)). HUBZone and small disadvantaged business status eligibility and documentation requirements are determined according to 13 CFR Parts 124 and 126.

(c) A protégé firm must not have another formal, active mentor-protégé relationship under GSA's Mentor-Protégé Program but may have an active mentor-protégé relationship under another agency's program.

519.7008 Selection of protégé firms.

(a) Mentor firms will be solely responsible for selecting protégé firms. Mentors are encouraged to select from a broad base of small business concerns including small disadvantaged business concerns, women-owned small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, and HUBZone small business concerns. A protégé must be either a current subcontractor or a newly selected subcontractor for the prime contractor's GSA contract.

(b) Mentor firms may have more than one protégé. GSA reserves the right to limit the number of protégés participating under each mentor firm.

(c) The selection of protégé firms by mentor firms is not protestable, except for a protest regarding the size or eligibility status of an entity selected by a mentor to be a protégé. Such protests shall be handled in accordance with FAR 19.703(b). The contracting officer shall notify the Office of Small Business Utilization (OSBU) of the protest.

519.7009 Application process.

(a) Prime contractors interested in becoming a mentor firm must apply in writing by submitting the GSA Form 3695 to the GSA Mentor-Protégé Program Manager, at GSA Office of Small Business Utilization (E), Washington, DC 20405. The Application shall include the Mentor-Protégé Agreement and will be evaluated for approval based on the extent to which the company plans to provide developmental assistance.

(b) The application must contain:

(1) A statement that the mentor firm is currently performing under at least one active approved subcontracting plan (small business exempted) and the firm is eligible, as of the date of Application, for the award of Federal contracts;

(2) The number of proposed protégé arrangements;

(3) Data on all current GSA contracts, and subcontracts including the contract/subcontract number(s), type of contract(s), period of performance (including options), contract/subcontract value(s) including options, technical program effort(s) (program title), name of GSA Project Manager or Contracting Officer's Representative (including contact information), name of contracting officer(s) and contact information, and awarding GSA installation;

(4) Data on total number and dollar value of subcontracts awarded under GSA prime contracts within the past 2 years and the number and dollar value of such subcontracts awarded to entities who are proposed protégés;

(5) Information on the proposed types of developmental assistance. For each proposed mentor-protégé relationship include information on the company's ability to provide developmental assistance to the identified protégé firm and how that assistance will potentially increase subcontracting opportunities for the protégé firm, including subcontracting opportunities in industry categories where these entities are not dominant in the company's current subcontractor base; and

(6) Agreement information as listed in [519.7010](#).

519.7010 Agreement contents.

The contents of the Agreement must contain:

(a) Names, addresses (including facsimile, e-mail, and homepage) and telephone numbers of mentor and protégé firms and the name, telephone number, and position title within both firms of the person who will oversee the Agreement.

(b) An eligibility statement from the protégé stating that it is a small business, its primary NAICS code, and when applicable the type of small business (small disadvantaged business concern, HUBZone small business concern, women-owned small business concern, veteran-owned small business concern, or service-disabled veteran-owned small business concern).

(c) A description of the type of developmental assistance that will be provided by the mentor firm to the protégé firm (see [519.7012](#)).

(d) Milestones for providing the identified developmental assistance.

(e) Factors to assess the protégé firm's developmental progress under the Program.

(f) The anticipated dollar value and type of subcontracts that may be awarded to the protégé firm consistent with the extent and nature of mentor firm's business, and the period of time over which they may be awarded.

(g) Program participation term: State the period of time over which the developmental assistance will be performed.

(h) *Mentor termination procedures*: Describe the procedures applicable to the mentor firm when notifying the Protégé firm, in writing and at least 30 days in advance, of the mentor firm's intent to voluntarily withdraw its participation in the Program, or to terminate the Agreement.

(i) *Protégé termination procedures*: Describe the procedures applicable to the protégé firm when notifying the mentor firm, in writing at least 30 days in advance, of the protégé firm's intent to terminate the Mentor-Protégé Agreement.

(j) Plan for accomplishing contract work should the Mentor-Protégé Agreement be terminated or a party excluded under [519.7014\(b\)](#). The mentor’s prime contract with GSA continues even if the Mentor-Protégé Agreement or the Mentor-Protégé Program is discontinued.

(k) The protégé must agree to provide input into the mentor firm’s semi-annual reports (see [519.7015](#)). The protégé must submit a “Lessons Learned” evaluation along with the mentor firm at the conclusion of the Mentor-Protégé agreement.

(1) Other terms and conditions as specified by the Mentor-Protégé Manager on a case-by-case basis.

519.7011 Application review.

(a) The Mentor-Protégé Program Manager will review the information specified in section [519.7009\(b\)](#) and [519.7010](#) to establish the Mentor’s and Protégé’s eligibility and to ensure all necessary information is included. If the application relates to a specific contract, then the Mentor-Protégé Program Manager will consult with the applicable contracting officer regarding the adequacy of the proposed Agreement, as appropriate. The Mentor-Protégé Program Manager will complete its review no later than 30 days after receipt of the application. The contracting officer must provide feedback to the Program Manager no later than 10 days after receipt of the application.

(b) After the Mentor-Protégé Program Manager completes its review and provides written approval, the Mentor may execute the Agreement and implement the developmental assistance as provided under the Agreement. The Mentor-Protégé Program Manager will provide a copy of the Mentor-Protégé Agreement to the GSA contracting officer for any GSA contracts affected by the Agreement.

(c) The Agreement defines the relationship between the Mentor and the Protégé firms only. The Agreement itself does not create any privity of contract or contractual relationship between the Mentor and GSA nor the Protégé and GSA.

(d) If the Agreement is disapproved, the Mentor may provide additional information for reconsideration. The Mentor-Protégé Program Manager will complete the review of any supplemental information no later than 30 days after its receipt. Upon finding deficiencies that GSA considers correctable, the Mentor-Protégé Program Manager will notify the Mentor and Protégé and request correction of the deficiencies to be provided within 15 days.

519.7012 Developmental assistance.

The forms of developmental assistance a mentor can provide to a protégé include:

- (a) Management guidance relating to—
 - (1) Financial management;
 - (2) Organizational management;
 - (3) Overall business management/planning; and
 - (4) Business development.
- (b) Engineering and other technical assistance.
- (c) Loans.
- (d) Rent-free use of facilities and/or equipment.
- (e) Temporary assignment of personnel to the protégé for purpose of training.
- (f) Any other types of developmental assistance approved by the GSA Mentor-Protégé Program Manager.

519.7013 Obligation.

(a) The mentor or protégé may terminate the Agreement in accordance with [519.7010](#). The mentor will notify the Mentor-Protégé Program Manager and the contracting officer, in writing, at least 30 days in advance of the mentor firm’s intent to voluntarily withdraw from the Program or to terminate the Agreement, or upon receipt of a protégé’s notice to withdraw from the Program.

(b) Mentor and protégé firms will submit a “Lessons Learned” evaluation to the GSA Mentor-Protégé Program Manager at the conclusion or termination of each Mentor-Protégé Agreement or withdrawal from the Mentor-Protégé program.

519.7014 Internal controls.

(a) The GSA Mentor-Protégé Program Manager will manage the Program. Internal controls will be established by the Mentor-Protégé Program Manager to achieve the stated Program objectives (by serving as checks and balances against undesired actions or consequences) such as:

- (1) Reviewing and evaluating mentor Applications for realism, validity and accuracy of provided information;
- (2) Monitoring each Mentor-Protégé Agreement by reviewing semi-annual progress reports submitted by mentors and protégés on protégé development to measure protégé progress against the master plan contained in the approved Agreement;
- (3) Monitoring milestones in the Agreement (see [519.7010](#)); and
- (4) Evaluating “Lessons Learned” submitted by the Mentor and the Protégé as required by section [519.7013](#) to improve the GSA Mentor-Protégé Program.

(b) (1) GSA has the authority to exclude mentor or protégé firms from participating in the GSA Program.

(2) GSA may rescind approval of an existing Mentor-Protégé Agreement if it determines that such action is in GSA's best interest. The rescission shall be in writing and sent to the Mentor and protégé after approval by the Director of OSBU. Rescission of an Agreement does not change the terms of any subcontract between the Mentor and the Protégé.

(3) Exclusion from the Program does not constitute a termination of the subcontract between the mentor and the protégé.

519.7015 Reports.

(a) Semi-annual reports shall be submitted by the mentor to the GSA Mentor-Protégé Program manager to include information as outlined in section [552.219-76\(c\)](#).

(b) Protégés must agree to provide input into the mentor firm's semi-annual reports detailing the assistance provided and goals achieved since agreement inception. However, for cost reimbursable contracts, costs associated with the preparation of these reports are unallowable costs under these Government contracts and will not be reimbursed by the Government.

(c) The GSA contracting officer, or if applicable the technical program manager, shall include an assessment of the prime contractor's (mentor's) performance in the Mentor-Pro

tégé Program in a quarterly "Strengths and Weaknesses" evaluation report. A copy of this assessment will be provided to the Mentor-Protégé Program Manager and to the mentor and protégé.

519.7016 Program review.

At the conclusion of each year in the Mentor-Protégé Program (anniversary date of the Mentor-Protégé Program), the prime contractor and protégé, as appropriate, will formally brief the GSA Mentor-Protégé Program Manager, the technical program manager, and the contracting officer regarding Mentor-Protégé Program accomplishments pertaining to the approved Agreement.

519.7017 Contract clauses.

(a) The contracting officer shall insert the clause at [552.219-75](#), GSA Mentor-Protégé Program, in all unrestricted solicitations (not set aside) and contracts that exceed the simplified acquisition threshold that offer subcontracting opportunities or in the case of a small business, that can offer developmental assistance to a small business protégé.

(b) The contracting officer shall insert the clause at [552.219-76](#), Mentor Requirements and Evaluation, in contracts anticipated to exceed the simplified acquisition threshold where the prime contractor has signed a Mentor-Protégé Agreement with GSA.

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PART 552—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

Sec.

552.000	Scope of part.	552.212-73	Evaluation—Commercial Items (Multiple Award Schedule).
	Subpart 552.1—Instructions for Using Provisions and Clauses	552.214-70	“All or None” Offers.
552.101-70	Using Part 552.	552.214-71	Progressive Awards and Monthly Quantity Allocations.
552.102	Incorporating provisions and clauses.	552.214-72	Bid Sample Requirements.
552.103	Identification of provisions and clauses.	552.215-70	Examination of Records by GSA.
552.104	Procedures for modifying and completing provisions and clauses.	552.215-71	Examination of Records by GSA (Multiple Award Schedule).
552.105	Procedures for using alternates.	552.215-72	Price Adjustment—Failure to Provide Accurate Information.
552.107-70	Provisions and clauses prescribed in Subpart 552.1.	552.216-70	Economic Price Adjustment—FSS Multiple Award Schedule Contracts.
	Subpart 552.2—Text of Provisions and Clauses	552.216-71	Economic Price Adjustment—Stock and Special Order Program Contracts.
552.200	Scope of subpart.	552.216-72	Placement of Orders.
552.203-5	Covenant Against Contingent Fees.	552.216-73	Ordering Information.
552.203-70	Price Adjustment for Illegal or Improper Activity.	552.217-70	Evaluation of Options.
552.203-71	Restriction on Advertising.	552.217-71	Notice Regarding Option(s).
552.211-8	Time of Delivery.	552.219-70	Allocation of Orders—Partially Set-aside Items.
552.211-15	Defense Priorities and Allocations System Requirements.	552.219-71	Notice to Offerors of Subcontracting Plan Requirements.
552.211-70	[Reserved]	552.219-72	Preparation, Submission, and Negotiation of Subcontracting Plans.
552.211-71	Standard References.	552.219-73	Goals for Subcontracting Plan.
552.211-72	Reference to Specifications in Drawings.	552.219-74	Section 8(a) Direct Award.
552.211-73	Marking.	552.219-75	GSA Mentor-Protégé Program.
552.211-74	Charges for Marking.	552.219-76	Mentor Requirements and Evaluation.
552.211-75	Preservation, Packaging and Packing.	552.223-70	Hazardous Substances.
552.211-76	Charges for Packaging and Packing.	552.223-71	Nonconforming Hazardous Materials.
552.211-77	Packing List.	552.223-72	Hazardous Material Information.
552.211-78	Commercial Delivery Schedule (Multiple Award Schedule).	552.227-70	Government Rights (Unlimited).
552.211-79	Acceptable Age of Supplies.	552.227-71	Drawings and Other Data to Become Property of Government.
552.211-80	Age on Delivery.	552.228-5	Government as Additional Insured.
552.211-81	Time of Shipment.	552.229-70	Federal, State, and Local Taxes.
552.211-82	Notice of Shipment.	552.229-71	Federal Excise Tax—DC Government.
552.211-83	Availability for Inspection, Testing, and Shipment/Delivery.	552.232-1	Payments.
552.211-84	Non-Compliance with Contract Requirements.	552.232-8	Discounts for Prompt Payment.
552.212-70	Preparation of Offer (Multiple Award Schedule).	552.232-23	Assignment of Claims.
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items.	552.232-25	Prompt Payment.
552.212-72	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items.	552.232-70	Invoice Requirements.
		552.232-71	Adjusting Payments.
		552.232-72	Final Payment.
		552.232-73	Availability of Funds.
		552.232-74	Invoice Payments.
		552.232-75	Prompt Payment.

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552.232-76	Electronic Funds Transfer Payment.		by Certain Entities—Cooperative Purchasing.
552.232-77	Payment By Governmentwide Commercial Purchase Card.	552.238-80	Use of Federal Supply Schedule Contracts by Certain Entities—Recovery Purchasing.
552.232-78	Payment Information.	552.242-70	Status Report of Orders and Shipments.
552.232-79	Payment by Credit Card.	552.243-71	Equitable Adjustments.
552.232-81	Payments by Non-Federal Ordering Activities.	552.246-70	Source Inspection by Quality Approved Manufacturer.
552.232-82	Contractor’s Remittance (Payment) Address.	552.246-71	Source Inspection by Government.
552.232-83	Contractor’s Billing Responsibilities.	552.246-72	Final Inspection and Tests.
552.236-70	Definitions.	552.246-77	Additional Contract Warranty Provisions for Supplies of a Noncomplex Nature.
552.236-71	Authorities and Limitations.	552.246-78	Inspection at Destination.
552.236-72	Specialist.		
552.236-73	Basis of Award—Construction Contract.	552.252-5	Authorized Deviations in Provisions.
552.236-74	Working hours.	552.252-6	Authorized Deviations in Clauses.
552.236-75	Use of Premises.	552.270-1	Instructions to Offerors—Acquisition of Leasehold Interests in Real Property.
552.236-76	Measurements.	552.270-2	Historic Preference.
552.236-77	Specifications and Drawings.	552.270-3	Parties to Execute Lease.
552.236-78	Shop Drawings, Coordination Drawings, and Schedules.	552.270-4	Definitions.
552.236-79	Samples.	552.270-5	Subletting and Assignment.
552.236-80	Heat.	552.270-6	Maintenance of Building and Premises—Right of Entry.
552.236-81	Use of Equipment by the Government.	552.270-7	Fire and Casualty Damage.
552.236-82	Subcontracts.	552.270-8	Compliance with Applicable Law.
552.236-83	Requirement for a Project Labor Agreement.	552.270-9	Inspection—Right of Entry.
552.237-70	Qualifications of Offerors.	552.270-10	Failure in Performance.
552.237-71	Qualifications of Employees.	552.270-11	Successors Bound.
552.237-72	Prohibition Regarding “Quasi-Military Armed Forces.”	552.270-12	Alterations.
552.237-73	Restriction on Disclosure of Information.	552.270-13	Proposals for Adjustment.
552.238-70	Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.	552.270-14	Changes.
552.238-71	Submission and Distribution of Authorized FSS Schedule Pricelists.	552.270-15	Liquidated Damages.
552.238-72	Identification of Products that have Environmental Attributes.	552.270-16	Adjustment for Vacant Premises.
552.238-73	Cancellation	552.270-17	Delivery and Condition.
552.238-74	Industrial Funding Fee and Sales Reporting.	552.270-18	Default in Delivery—Time Extensions.
552.238-75	Price Reductions.	552.270-19	Progressive Occupancy.
552.238-76	Definition (Federal Supply Schedules)—Recovery Purchasing.	552.270-20	Payment.
552.238-77	Definition (Federal Supply Schedules).	552.270-21	Effect of Acceptance and Occupancy.
552.238-78	Scope of Contract (Eligible Ordering Activities).	552.270-22	Default by Lessor During the Term.
552.238-79	Use of Federal Supply Schedule Contracts	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.

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whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns; and

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

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

(End of provision)

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

552.219-74 Section 8(a) Direct Award.

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

SECTION 8(A) DIRECT AWARD (SEP 1999)

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

[Complete at time of award]

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

(c) The Contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21),

transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

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

(End of clause)

552.219-75 GSA Mentor-Protégé Program.

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

GSA MENTOR-PROTÉGÉ PROGRAM (SEP 2009)

(a) Prime contractors, including small businesses, are encouraged to participate in the GSA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible protégé entities to enhance their capabilities and increase their participation in GSA contracts.

(b) The Program consists of:

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

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

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

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

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

(End of clause)

552.219-76 Mentor Requirements and Evaluation.

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

MENTOR REQUIREMENTS AND EVALUATION (SEP 2009)

(a) The purpose of the GSA Mentor-Protégé Program is for a GSA prime contractor to provide developmental assistance to certain subcontractors qualifying as protégés. Eligible protégés include small business concerns, small disadvantaged business concerns, veteran-owned small business concerns, service-disabled veteran-owned small busi-

ness concerns, HUBZone small business concerns, and women-owned small business concerns meeting the qualifications specified in section [519.7007](#). The Program requires an Application process and an Agreement between the mentor and the protégé. See GSAR [Subpart 519.70](#) for more information.

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

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

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

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

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

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

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

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

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

submitted with the Agreement as required in section 519.7011(j).

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

(End of clause)

552.223-70 Hazardous Substances.

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

HAZARDOUS SUBSTANCES (MAY 1989)

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

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

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

(End of clause)

552.223-71 Nonconforming Hazardous Materials.

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

NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)

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

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

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

and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure:

- (1) May be interpreted as a willful failure to perform,
- (2) May result in termination of the contract for default and

(3) Shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).

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

(End of clause)

552.223-72 Hazardous Material Information.

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

HAZARDOUS MATERIAL INFORMATION (SEP 1999)

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

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

(End of provision)

552.227-70 Government Rights (Unlimited).

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

GOVERNMENT RIGHTS (UNLIMITED) (MAY 1989)

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

(End of clause)

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

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

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

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the “person for whom the work was prepared” for the purpose of authorship in any copyrightable work under Section 201(b) of Title 17, United States Code. With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of works beyond such period.

(End of clause)

552.228-5 Government as Additional Insured.

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

GOVERNMENT AS ADDITIONAL INSURED (MAY 2009)

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

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

(End of clause)

552.229-70 Federal, State, and Local Taxes.

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

FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

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

(End of clause)

552.229-71 Federal Excise Tax—DC Government.

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

FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

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

(End of clause)

MATRIX OF PROVISIONS AND CLAUSES

KEY: Sup = Supply	Leas = Acquisitions of leasehold interests in real property
Serv = Service Contract (excluding construction and A-E services)	P = Provision
Const = Construction Services	C = Clause
A-E = Architect-Engineer Services	R = Required
SAT = Acquisitions at or under the simplified acquisition threshold	WR = When required
Util = Utility services, sole supplier-regulated rate	O = Optional

P/C	Number	Reference.	Title	Sup	Serv	Const	A-E	SAT	Util	Leas
C	552.203-5	503.404	Covenant Against Contingent Fees							WR
C	552.203-70	503.104-9	Price Adjustment for Illegal or Improper Activity							WR
C	552.203-71	503.570-2	Restriction on Advertising	R	R	R	R			R
C	552.211-8	511.404	Time of Delivery	WR				WR		
C	552.211-71	511.204(a)	Standard References			WR				
C	552.211-72	511.204(b)	Reference to Specifications in Drawings	WR	WR	WR		WR		
C	552.211-73	511.204(c)(1)	Marking	WR						
C	552.211-74	511.204(c)(2)	Charges for Marking	WR						
C	552.211-75	511.204(c)(3)	Preservation, Packaging and Packing	WR				O		
C	552.211-76	511.204(c)(4)	Charges for Packaging and Packing	WR				WR		
C	552.211-77	511.204(d)	Packing List	WR				WR		
C	552.211-78	511.404(a)(2)	Commercial Delivery Schedule (Multiple Award Schedule)	WR						
C	552.211-79	511.404(a)(3)(i)	Acceptable Age of Supplies	WR				WR		
C	552.211-80	511.404(a)(3)(ii)	Age on Delivery	WR				WR		
C	552.211-81	511.404(a)(4)	Time of Shipment	WR				WR		
C	552.211-82	511.404(a)(5)	Notice of Shipment	WR				WR		
C	552.211-83	511.404(a)(6)	Availability for Inspection, Testing, and Shipment/Delivery	WR				WR		
C	552.211-84	511.404(b)	Non-Compliance with Contract Requirements			R				
C	552.212-70	512.301(a)(1)	Preparation of Offer (Multiple Award Schedule)	WR	WR					
C	552.212-71	512.301(a)(2)	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items	WR	WR			WR		
C	552.212-72	512.301(a)(3)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items	WR	WR			WR		
P	552.212-73	512.301(a)(4)	Evaluation—Commercial Items (Multiple Award Schedule)	WR	WR					
P	552.214-70	514.201-6	"All or None" Offers	WR	WR			WR		
C	552.214-71	514.201-7(a)	Progressive Awards and Monthly Quantity Allocations	WR						
P	552.214-72	514.202-4(a)(3)	Bid Sample Requirements	WR	WR			WR		
C	552.215-70	514.201-7(a)(1) 515.209-70(a)	Examination of Records by GSA	WR	WR	WR	WR			WR
C	552.215-71	515.209-70(c)	Examination of Records by GSA (Multiple Award Schedule)	WR	WR					
C	552.215-72	515.408(d)	Price Adjustment—Failure to Provide Accurate Information	WR	WR					
C	552.216-70	516.203-4(a)	Economic Price Adjustment—FSS Multiple Award Schedule Contracts	WR	WR					
C	552.216-71	516.203-4(b)	Economic Price Adjustment—Stock and Special Order Program Contracts	WR				WR		

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P/C	Number	Reference.	Title	Sup	Serv	Const	A-E	SAT	Util	Leas
C	552.216-72	516.506(a)	Placement of Orders	WR				WR		
P	552.216-73	516.506(e)	Ordering Information	WR	WR			WR		
P	552.217-70	517.208(a)	Evaluation of Options	WR				WR		
P	552.217-71	517.208(b)	Notice Regarding Option(s)	WR	WR	WR	WR	WR		
C	552.219-70	519.508	Allocation of Orders—Partially Set-aside Items	WR						
P	552.219-71	519.708-70(a)	Notice to Offerors of Subcontracting Plan Requirements	WR	WR	WR	WR			WR
P	552.219-72	519.708-70(b)	Preparation, Submission, and Negotiation of Subcontracting Plans	WR	WR	WR	WR			WR
P	552.219-73	519.708-70(c)	Goals for Subcontracting Plan	WR	WR	WR	WR			WR
C	552.219-74	519.870-8(a)	Section 8(a) Direct Award	WR	WR	WR	WR	WR		WR
C	552.219-75	519.7017(a)	GSA Mentor-Protégé Program	R	R	R	R		R	R
C	552.219-76	519.7017(b)	Mentor Requirements and Evaluation	WR	WR	WR	WR		WR	WR
C	552.223-70	523.303(a)	Hazardous Substances	WR				WR		
C	552.223-71	523.303(b)	Nonconforming Hazardous Materials	WR				WR		
P	552.223-72	523.370	Hazardous Material Information	WR				WR		
C	552.227-70	527.409(a)	Government Rights (Unlimited)				WR			
C	552.227-71	527.409(b)	Drawings and Other Data to Become Property of Government				WR			
C	552.228-5	528.310	Government as Additional Insured	WR	R	WR	WR			WR
C	552.229-70	529.401-70	Federal, State, and Local Taxes		WR	WR	WR	R		
C	552.229-71	529.401-71	Federal Excise Tax—DC Government	WR	WR			WR		
C	552.232-71	532.7103(a)	Payments		WR					
C	552.232-8	532.206	Discounts for Prompt Payment	WR	WR					
C	552.232-23	532.806	Assignment of Claims	WR	WR					
C	552.232-25	532.908(a)(2)	Prompt Payment	WR	WR			WR		
C	552.232-70	532.111(a)	Invoice Requirements	WR	WR	WR	WR	WR	WR	WR
C	552.232-71	532.111(b)	Adjusting Payments		WR					
C	552.232-72	532.111(c)	Final Payment		WR					
C	552.232-73	532.705-1	Availability of Funds		WR			WR		
C	552.232-74	532.908(a)(1)	Invoice Payments	WR	WR			WR		
C	552.232-75	532.908(b)(1)	Prompt Payment							R
C	552.232-76	532.908(b)(2)	Electronic Funds Transfer Payment							WR
C	552.232-77	532.7003	Payment By Governmentwide Commercial Purchase Card	WR	WR			WR		
C	552.232-78	532.908(c)	Payment Information	R	R	R	R	R	R	R
C	552.232-79	532.7003(c)	Payment by Credit Card	WR	WR					
C	552.232-81	532.206(b)	Payments by Non-Federal Ordering Activities	WR	WR					
C	552.232-82	532.206(c)	Contractor's Remittance (Payment) Address	WR	WR					
C	552.232-83	532.206(d)	Contractor's Billing Responsibilities	WR	WR					
C	552.236-70	536.570-1	Definitions			WR	WR	WR		
C	552.236-71	536.570-2	Authorities and Limitations			WR	WR			
C	552.236-72	536.570-3	Specialist			WR		WR		
P	552.236-73	536.570-4	Basis of Award—Construction Contract			WR				
C	552.236-74	536.570-5	Working Hours			R				
C	552.236-75	536.570-6	Use of Premises			R		WR		
C	552.236-76	536.570-7	Measurements			R		WR		
C	552.236-77	536.570-8	Specifications and Drawings			R				
C	552.236-78	536.570-9	Shop Drawings, Coordination Drawings, and Schedules			R				
C	552.236-79	536.570-10	Samples			WR		WR		

PART 553—FORMS**Subpart 553.1—General****553.101 Requirements for use of forms.**

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

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

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

553.102 Current editions.

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

553.170 Establishing and revising GSA Forms.

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

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

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

Subpart 553.3—Illustrations of Forms**553.300 Scope of subpart.**

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

553.300-70 Forms not illustrated.

This subpart does not illustrate either:

(a) Standard forms illustrated in the FAR.

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

Reference	Form No.	Title	On-line Location
570.701	Standard Form 2	U.S. Government Lease for Real Property	http://www.gsa.gov/pbs/pe/stancla/stancla.htm
552.238-74	GSA Form 72A	Contractor’s Report of Sales	http://vsc.gsa.gov
570.702(b)	GSA Form 276	Supplemental Lease Agreement	http://www.gsa.gov/forms
509.105-1(a)	GSA Form 527	Contractor’s Qualifications and Financial Information	http://www.gsa.gov/forms
532.905-71(a)	GSA Form 1142	Release of Claims	http://www.gsa.gov/forms
570.702(c)	GSA Form 1364	Proposal to Lease Space	http://www.gsa.gov/forms
514.407-72	GSA Form 1535	Recommendation for Award(s)	http://www.gsa.gov/forms
513.106-3	GSA Form 2010	Small Purchase Tabulation Source List/Abstract	http://www.gsa.gov/forms
532.905-70	GSA Form 2419	Certification of Progress Payments Under Fixed-Price Construction Contracts	http://www.gsa.gov/forms
501.603-3(e)(1)	GSA Form 3409	Personal Qualifications Statement for Appointment as Contracting Officer	http://www.gsa.gov/forms
504.803(b)	GSA Form 3420	Contract/Modification File Checklist File Format (Award)	http://www.gsa.gov/forms
503.104-5	GSA Form 3617	Record of Authorization of Access to Proprietary or Source Selection Information	http://www.gsa.gov/forms
570.702(a)	GSA Form 3626	U.S. Government Lease for Real Property (Short Form)	http://www.gsa.gov/pbs/pe/stancla/stancla.htm
519.7009(a)	GSA Form 3695	Mentor-Protégé Program Application	http://www.gsa.gov/forms

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