

General Services Administration
Washington, DC 20405

APD 2800.12B, CHGE 46
August 16, 2010

GSA ORDER

Subject: GSAR Amendment 2010-03, GSAR Case 2006-G504, Types of Contracts (Change 46)

1. Purpose. This order transmits a revision to the General Services Administration Acquisition Manual (GSAM).
2. Background. The General Services Administration (GSA) issued a final rule to amend the General Services Administration Acquisition Regulation (GSAR) as part of the GSAM Rewrite Project. There are a number of changes to the policies and clauses in GSAM Part 516, as well as general editing throughout the part.

GSA published GSAR Case 2006-G504, Change 46, final rule, in the *Federal Register* at 75 FR 41093 on July 15, 2010.

3. Effective date. August 16, 2010.
4. Explanation of changes. To amend the GSAM by revising and updating references and titles and deleting redundant supplementary material. In accordance with FAR 1.302, FAR (Governmentwide) forms and clauses were given preference over GSA-unique forms and clauses wherever possible.

This final rule aligns GSAR Part 516 to the structure of FAR Part 16, revises the prescriptions for clauses included in GSAR 516.203-4, Contract clauses, and GSAR 516.506, Solicitation provisions and contract clauses, and makes changes to the title and numbering of GSAR 516.603-3, Limitations. Additionally, GSAR 552.216 is amended as follows: (1) The clause at 552.216-70, Economic Price Adjustment —FSS Multiple Award Schedule Contracts, will be relocated to GSAR 552.238, (2) retain the clause and revise the title of 552.216-71, Economic Price Adjustment —Special Order Program Contracts, (3) revise GSAR clause 552.216-72, Placement of Orders, make minor edits to GSAR clause 552.216-73, Ordering information, and (4) include new GSAR clause 552.216-74, Task-Order and Delivery-Order Ombudsman.

5. Cancellations and Rescissions: None.

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

Remove Pages

Part 516 TOC
pp. 516-i and 516-ii
516-1 and 516-2

Part 552 TOC
pp. 552-i and 552-ii
552-13 thru 552-16

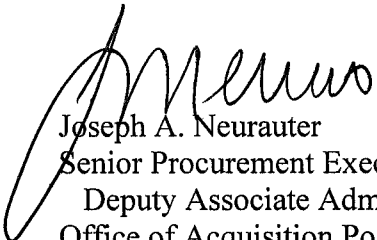
Matrix
552-67 and 552-68

Insert Pages

Part 516 TOC
pp. 516-i and 516-ii
516-1 thru 516-4

Part 552 TOC
pp. 552-i and 552-ii
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Matrix
552-67 and 552-68



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General Services Administration

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PART 516—TYPES OF CONTRACTS

Sec.

Subpart 516.2—Fixed Price Contracts

- 516.203 Fixed-price contracts with economic price adjustment (EPA).
- 516.203-2 Application.
- 516.203-3 Limitations.
- 516.203-4 Contract clauses.

Subpart 516.4—Incentive Contracts

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- 516.405 [Reserved]
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Subpart 516.5—Indefinite-Delivery Contracts

- 516.505 Task-order and delivery-order ombudsman.
- 516.506 Solicitation provisions and contract clauses.

Subpart 516.6—Time-and-Materials, Labor-Hour, and Letter Contracts

- 516.603 Letter contracts.
- 516.603-70 Additional limitations on the use of letter contracts for architect-engineer (A-E) services under the PBS Design Excellence Program.

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PART 516—TYPES OF CONTRACTS

Subpart 516.2—Fixed Price Contracts

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

516.203-2 Application.

(a) Changes to a Government contract price that result from a change in the actual cost of labor based on Department of Labor wage determinations are addressed in FAR Subparts 22.4 and 22.10.

(b) Changes to a Government contract price that result from a change in designated indicators should be processed as follows:

(1) The contracting officer shall evaluate the reasonableness of the proposed market indicator. The indicator should:

- (i) Be used only when general economic factors make the estimating of future costs unpredictable within a fixed-price contract;
- (ii) Be considered before using an EPA including volatile labor and/or material cost and contractual length;
- (iii) Be relevant to the service or product solicited;
- (iv) Have an established history;
- (v) Be published regularly;
- (vi) Be reasonably available in the future; and
- (vii) Should not provide for an adjustment beyond the original contract period of performance, including options. The start date for the adjustment may be the beginning of the contract or a later time, as appropriate, based on the projected rate of expenditures.

(2) Selection of the indicators to be used and determination of how they will be applied are negotiable and must be determined prior to award. For example, a broad-based market indicator, such as that issued by the Bureau of Labor Statistics, can be applied uniformly to all categories if the contractor routinely applies across the board wage increases. If a contractor's wage changes vary by skills, the economic price adjustment should be based on specific matched categories.

(3) The contracting officer and the contractor shall agree on the economic price adjustment prior to the completion of negotiations. The contracting officer shall document the file.

(c) If, during the course of the contract, the contractor proposes a change in price adjustment methods, the contracting officer should require appropriate consideration from the contractor for any lowering of the contractor's risk.

516.203-3 Limitations.

(a) When including an economic price adjustment clause, the contracting officer shall document, in the contract file, the determination required by FAR 16.203-3.

(b) The contracting director must approve any of the following actions:

(1) If an economic price adjustment clause provides for price increases during the first 12 months of a multiyear contract, a determination to include an economic price adjustment clause in a solicitation or contract of one year or less is needed.

(2) The use in a contract of any economic price adjustment clause that was not included in the initial solicitation. This includes any clause that provides for price adjustment during the first 12 months of a multiyear contract.

(c) The contracting director may raise the price ceiling (the aggregate of permitted price increases during a 12-month period) during the contract period when both of the following conditions are met:

- (1) A supplier requests that the ceiling be raised.
- (2) Analysis of current market conditions reveals that most suppliers of similar supplies or services are affected. If the price ceiling is raised, the contracting officer must modify the contract to reflect the revised ceiling.

516.203-4 Contract clauses.

(a) *Special Order Program Contracts.* In multiyear solicitations and contracts, after making the determination required by FAR 16.203-3, use [552.216-71](#), Economic Price Adjustment—Special Order Program Contracts, or a clause prepared as authorized in paragraph (a)(3) of this subsection.

(1) If the contract includes one or more options to extend the term of the contract, use the clause with its Alternate I or a clause substantially the same as [552.216-71](#) with its Alternate I suitably modified.

(2) In a contract requiring a minimum adjustment before the price adjustment mechanism is effectuated, use the basic clause with Alternate II or with Alternate I and Alternate II.

(3) If the Producer Price Index is not an appropriate indicator for price adjustment, modify the clause to use an alternate indicator for adjusting prices. Similarly, if other aspects of [552.216-71](#) are not appropriate, use an alternate clause following established procedures.

(b) *Adjustments based on cost indexes of labor or material.*

(1) If the contracting officer decides to provide for adjustments based on cost indexes of labor or material, prepare a clause that defines each of the following elements:

- (i) The type of labor and/or material subject to adjustment;

(ii) The labor rates, including any fringe benefits and/or unit prices of materials that may be increased or decreased;

(iii) The index(es) that will be used to measure changes in price levels and the base period or reference point from which changes will be measured; and

(iv) The period during which the price(s) will be subject to adjustment.

(2) The contracting director must approve use of this clause.

Subpart 516.4—Incentive Contracts

516.403 [Reserved]

516.403-2 Fixed-price incentive contracts.

The formula specified in FAR 16.403-2(a)(1)(iii) does not apply for the life of the contract. Instead, it is used to fix the firm target profit for the contract. In order to provide an incentive consistent with the circumstances, the formula should reflect the relative risk involved in establishing an incentive arrangement where cost and pricing information were not sufficient to permit the negotiation of firm targets at the outset.

516.405 [Reserved]

516.405-1 Cost-reimbursement incentive contracts.

Appropriate weight shall be given to basic acquisition objectives in negotiating the range of fee and the fee adjustment formula. For example—

(a) In an initial product development contract, it may be appropriate to provide for relatively small adjustments in fee tied to the cost incentive feature, but provide for significant adjustments if the contractor meets or surpasses performance targets; and

(b) In subsequent development and test contracts, it may be appropriate to negotiate an incentive formula tied primarily to the contractor's success in controlling costs.

Subpart 516.5—Indefinite-Delivery Contracts

516.505 Task-order and delivery-order ombudsman.

(a) The GSA competition advocate serves as the Departmental ombudsman for task and delivery order contracts in accordance with FAR 16.505(b)(6).

(b) The GSA Ombudsman shall review and resolve complaints from contractors concerning all task and delivery order actions.

(c) If any corrective action is needed after reviewing complaints from contractors, the GSA Ombudsman shall provide a written determination of such action to the contracting officer.

(d) Contracting officers shall be notified via the contractor of any complaints submitted to the GSA Ombudsman (see clause [552.216-74](#)).

516.506 Solicitation provisions and contract clauses.

(a) In solicitations and contracts for Special Order Program items, when the contract authorizes FAS and other activities to issue delivery or task orders, insert the clause at 552.216-72, Placement of Orders. If only FAS will issue delivery or task orders, insert the clause with its Alternate I.

(b) In solicitations and contracts for GSA awarded IDIQ contracts, insert clause [552.216-74](#), Task-Order and Delivery-Order Ombudsman.

(c) If the clause at [552.216-72](#) is prescribed, insert the provision at [552.216-73](#), Ordering Information, in solicitations for Special Order Program items and in other FAS Program solicitations.

Subpart 516.6—Time-and-Materials, Labor-Hour, and Letter Contracts

516.603 Letter contracts.

516.603-70 Additional limitations on the use of letter contracts for architect-engineer (A-E) services under the PBS Design Excellence Program.

(a) *Requirement for a price proposal.* The proposed A-E must provide a price proposal for the non-design effort before the award of a letter contract. In accordance with FAR 52.216-25, a complete price proposal is required before definitization.

(b) *Contents of each letter contract.* The contracting officer must include the following information in the letter contract:

(1) The scope. The scope of the letter contract must authorize only the A-E to perform those services that are independent of the design effort (for example, feasibility studies, existing facility surveys or site investigation, etc.). The A-E shall not begin any design effort before the letter contract is definitized for the entire scope of the project.

(2) A definitization schedule. Include dates for each of the following:

- (i) Submission of the design fee proposal.
- (ii) Start of negotiations.
- (iii) Definitization. This date must be no later than

120 days after the date of the letter contract.

(3) The letter contract must comply with FAR 16.6.

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516.603-70

(c) *Unilateral price decision.* If the contracting officer issues a unilateral price decision, the maximum contract amount must not exceed a reasonable price for the excludable

items plus the six percent statutory fee limitatoin for the project.

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PART 552—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

552.216-72 Placement of Orders.

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

PLACEMENT OF ORDERS (AUG 2010)

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

[Contracting Officer insert names of Federal agencies]

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

552.216-73 Ordering Information.

As prescribed in 516.506(c), insert the following provision:

ORDERING INFORMATION (AUG 2010)

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

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

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

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

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

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

YES NO

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

(End of provision)

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

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

As prescribed in 516.506(b), insert the following provision:

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

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

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

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

552.217-70

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

552.217-70 Evaluation of Options.

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

EVALUATION OF OPTIONS (AUG 1990)

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

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

offeror offering a lower maximum is awarded a contract, the award will reflect the lower maximum.

552.217-71 Notice Regarding Option(s).

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

NOTICE REGARDING OPTION(S) (NOV 1992)

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

(End of provision)

AMENDMENT 2010-03 AUGUST 16, 2010

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GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL

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