

Date: August 28, 2023

From: Associate Executive Director, Office of Real Property (003C7)

Subj: Office of Construction and Facilities Management Real Property Policy Memorandum 2023-05: Rescission Notice: OCFM RPPM 2022-03 Implementation of Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors (VIEWS 10633236)

To: All VA Leasing Professionals

1. The purpose of this memorandum is to rescind Office of Construction and Facilities Management Real Property Policy Memorandum (OCFM RPPM) 2022-03: Implementation of Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, issued on October 28, 2021.
2. [Executive Order \(EO\) 14099, Moving Beyond COVID–19 Vaccination Requirements for Federal Workers](#) issued May 9, 2023, revoked [Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors](#) and required rescission of any agency policies related to it. Therefore, OCFM RPPM 2022-03 and VA-Wide Leasing Policy Alert - Preliminary Injunction Related to EO 14042 for Federal Contractors, dated December 20, 2021 are hereby rescinded (see attached).
3. To be consistent with VA policies on updating directives and handbooks, Construction & Facilities Management, Office of Real Property (CFM ORP) issued policies and procedures are subject to renewal every five years. Policies and procedures will be updated whenever substantive changes are needed, even if this precedes the five-year renewal requirement. CFM ORP issued policies are located on the VA internet at [VA Real Property Policy Program](#).
4. In the event policy or other guidance issued by any other VA organization pertaining to real property lease acquisitions conflicts with policy or guidance issued by ORP, ORP policy/guidance shall control.
5. Please direct questions regarding this policy to the Director, ORP Real Property Policy and Programs, via email VACO003C7APolicyandProgramsTeam@va.gov.

John D. Thomas

Attachment

ATTACHMENT 1 - RESCINDED POLICIES

Department of
Veterans Affairs

Memorandum

Date: October 28, 2021

From: Associate Executive Director, Office of Real Property (003C7)

Subj: Office of Construction and Facilities Management Real Property Policy Memorandum 2022-03: Implementation of Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors (VIEWS 6154068)

To: All VA Leasing Professionals

1. The purpose of this memorandum is to provide VA leasing professionals agency specific guidance to implement Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, in accordance with GSA's Leasing Alert LA-21-15, "Implementation of Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors", and Class Deviation CD-2021-13, "Implementation of Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors".

2. Leasing Alert LA-21-15 ("Leasing Alert") disseminates FAR Class Deviation CD-2021-13 ("Class Deviation") and its attachments, FAR Clause 52.223-99, ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS, and Updated General Clauses, GSA Forms 3517A and 3517B. The Leasing Alert and attachments are included in Attachment 1.

3. The Leasing Alert and Class Deviation are mandatory and applicable to GSA real property leasing activities and activities delegated by GSA to other Federal agencies. Note: Class Deviation Attachments B-D provide GSA specific guidance and do not apply to VA; however, VA is responsible for taking similar actions which are summarized below and further detailed in the attachments.

4. As an agency using GSA's delegated leasing authority, VA leasing officials are required to take the following actions:

a. Request for Lease Proposals (RLPs):

(1) New RLPs issued on or after October 15, 2021: The Lease Contracting Officer (LCO) must include the clause at FAR 52.223-99 in the RLP and resultant lease contract by using the updated General Clauses (GSA Forms 3517A or 3517B).

(2) Existing RLPs issued prior to October 15, 2021: LCO's must amend the RLP to include the clause at FAR 52.223-99 or the updated General

Subj: Office of Construction and Facilities Management Real Property Policy
Memorandum 2022-03: Implementation of Executive Order 14042, Ensuring Adequate
COVID Safety Protocols for Federal Contractors (VIEWS 6154068)

Clauses (GSA Forms 3517A or 3517B). Alternatively, the LCO may incorporate the clause at FAR 52.223-99 into the resultant lease contract of the apparent successful offeror, which must be signed bilaterally.

- (3) Offerors who do not agree to the inclusion of FAR Clause 52.223-99 shall be deemed technically unacceptable by the LCO.
- (4) Actions identified in section C.3. of the Class Deviation do not require the clause.

b. Lease Contracts:

- (1) New Lease Contracts awarded on or after October 15, 2021: LCOs must include FAR Clause 52.223-99 in new applicable lease contracts and lease acquisitions identified in section C.1. and C.2. of the Class Deviation.
- (2) Existing Lease Contracts exceeding the Simplified Lease Acquisition Threshold (SLAT): LCOs must process a bilateral lease amendment incorporating FAR Clause 52.223-99. A sample cover letter informing the lessor of the modification requirement and VA's inability to renew or extend the period of performance without an executed lease amendment is included in Attachment 2.
- (3) Existing Lease Contracts equal to or less than the SLAT: LCOs are encouraged to process a bilateral lease amendment incorporating FAR Clause 52.223-99.
- (4) Existing Actions identified in section C.3. of the Class Deviation should not include the clause.
- (5) LCO's may not renew or extend the period of performance for existing lease contracts described in section C.1. of the Class Deviation unless the lease contract has been modified to include the new clause.
- (6) LCO's should complete as many bilateral lease amendments as possible before November 14, 2021. LCO's must use the process outlined in Attachment 3 for accurate tracking and reporting of the lease amendments.

Page 3.

Subj: Office of Construction and Facilities Management Real Property Policy
Memorandum 2022-03: Implementation of Executive Order 14042, Ensuring Adequate
COVID Safety Protocols for Federal Contractors (VIEWS 6154068)

- (7) In situations where an existing lessor does not agree to the inclusion of the clause, please contact [CFM ORP Real Property Policy and Programs](#) for further assistance and guidance related to the specific circumstance(s).
6. To be consistent with VA policies on updating directives and handbooks, CFM ORP issued policies and procedures are subject to renewal every five years. Policies and procedures will be updated whenever substantive changes are needed, even if this precedes the five-year renewal requirement. CFM ORP issued policies are located on the VA intranet at <https://vaww.cfm.va.gov/real/> along with other real property policies and guidance.
7. In the event policy or other guidance issued by any other VA organization pertaining to real property lease acquisitions conflicts with policy or guidance issued by Office of Real Property (ORP), ORP policy/guidance shall control.
8. If you have any questions, please contact Director, CFM ORP Real Property Policy and Programs, Brandi Stockstill, at 202-329-6538 or Brandilyne.Stockstill@va.gov.

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Mitch Ortiz, P.E.
Acting

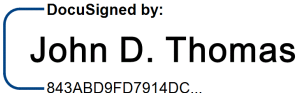
Attachments



GSA Public Buildings Service

October 5, 2021

MEMORANDUM FOR: REGIONAL COMMISSIONERS, PBS
REGIONAL LEASING DIRECTORS
REGIONAL LEASE ACQUISITION OFFICERS

FROM: JOHN D. THOMAS 
ACTING ASSISTANT COMMISSIONER FOR OFFICE OF
LEASING – PR

SUBJECT: LEASING ALERT (LA-21-15) – Implementation of Executive
Order 14042, Ensuring Adequate COVID Safety Protocols
for Federal Contractors

1. **Purpose.** This Leasing Alert issues leasing guidance to implement Executive Order (EO) 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors. Specifically, this Leasing Alert disseminates the following:
 - a) [FAR Class Deviation CD-2021-13](#), Implementation of Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, along with its Attachments A through D, issued by GSA's Office of Governmentwide Policy (OGP) on September 30, 2021 (Attachment 1 of this Leasing Alert).
 - b) FAR clause 52.223-99, ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION). This is a stand-alone version of FAR clause 52.223-99 (Attachment 2 of this Leasing Alert).
 - c) Updated General Clauses, GSA Forms 3517A and 3517B (Attachments 3 and 4 of this Leasing Alert). These templates incorporate FAR clause 52.223-99, in addition to other updates.

2. Background.

- a. In order to ensure the health and safety of the federal workforce and contractor community, the President signed [EO 14042](#). The EO promotes economy and efficiency in Federal procurement by ensuring that contractors and subcontractors that contract with the Federal Government provide COVID-19 safeguards to their workers that perform work on a Federal Government contract. The EO directs the Safer Federal Workforce Taskforce to issue guidance to provide implementation details and the Federal Acquisition Regulatory (FAR) Council to establish a new clause to be included in solicitations and contracts and contract-like instruments.
- b. The Safer Federal Workforce Task Force issued guidance on September 24, 2021, at saferfederalworkforce.gov which requires:
 - Vaccination of covered contractor employees, except in limited circumstances where an employee is legally entitled to an accommodation;
 - Requirements related to masking and physical distancing while in covered contractor workplaces; and
 - Designation by covered contractors of a person or persons to coordinate COVID-19 workplace safety efforts at covered contractor workplaces.
- c. On September 30, 2021, the Civilian Agency Acquisition Council (CAAC) issued [CAAC Letter 2021-03](#) regarding implementation of EO 14042, which serves as consultation with the CAAC Chair to authorize agencies to issue their own class deviations. Contemporaneously, GSA OGP issued [FAR Class Deviation CD-2021-13](#) attached to this Leasing Alert, to implement the CAAC Letter. [CD-2021-13](#) includes the following attachments:
 - Attachment A: [CAAC Letter 2021-03](#) (embedded within the CD as a link)
 - Attachment B: Sample Cover Letter (to be used for modifying existing contracts)
 - Attachment C: FAS Specific Guidance
 - Attachment D: PBS Specific Guidance
- d. This Leasing Alert supplements the Class Deviation and its attachments by providing additional operational guidance specifically for the leasing program.

3. **Effective Date.** This Leasing Alert is effective as of the date of issuance unless modified, canceled, or reissued.
4. **Applicability.** This Leasing Alert and its attachments are mandatory and apply to all GSA real property leasing activities and activities delegated by GSA to other Federal agencies.
5. **Cancellation.** The following are canceled:
 - General Clauses (Acquisition of Leasehold Interests in Real Property for Small Leases), GSA Form 3517A (REV 07/21)
 - General Clauses (Acquisition of Leasehold Interests in Real Property), GSA Form 3517B (REV 07/21).
6. **Instructions and Procedures.** Guidance concerning implementation of EO 14042 is as follows:

a. **Mass Modification Process - Bilateral Lease Amendments to Existing PBS Leases (Issuance of Lease Amendments to Lessors for signature)**

The guidance for this modification process is outlined under [CD-2021-13](#), Attachment D, PBS Specific Guidance, Part 2.A.

- PBS Office of Leasing will issue bilateral lease amendments to Lessors for signature.
- All existing leases, regardless of dollar value, will be modified through this process.
- Bilateral amendments will be generated and sent using automation (e.g., DocuSign, Google script, Macro, etc.).
- The mass modifications for existing leases will incorporate the clause at FAR 52.223-99.
- Each Lessor signs the modification and returns it to the Administrative Lease Contracting Officer (ALCO). After the Lessor returns the signed modification, the ALCO will countersign and return the fully signed modification to the Lessor.
- ALCOs will be responsible for executing the bilateral lease amendments and tracking progress/status.
- The PBS Office of Leasing will issue lease amendments to lessors for signature no later than October 15, 2021.

Note that leases above the simplified lease acquisition threshold (SLAT) may not be extended or renewed unless the lessor agrees to this bilateral modification.

b. **RLPs issued on or after October 15, 2021**

RLP packages must include the updated General Clauses, GSA Form 3517A or 3517B (Attachments 3 and 4, respectively) which incorporate FAR Clause 52.223-99. Note that the attached General Clauses also reflect the following additional updates:

- Changed the date of FAR Clause 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN from JUN 2020/ALTERNATE III (JUNE 2020) to SEP 2021/ALTERNATE III (JUNE 2020)
- Changed the date of FAR Clause 52.219-16 LIQUIDATED DAMAGES- SUBCONTRACTING PLAN from JAN 1999 to SEP 2021
- Changed the date of FAR Clause 52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION from NOV 2020 to SEP 2021

c. For RLPs issued prior to the October 15, 2021, lease contracting officers (LCOs) or their designees should follow the following guidance:

1) For lease projects, where GSA has issued the RLP as of October 15, 2021, but had not issued a request for Final Proposal Revisions (FPR) by that date, the LCO must issue an RLP amendment transmitting the updated General Clauses (Attachments 3 or 4). All offerors must acknowledge receipt of the RLP amendment, by signing it and returning it, along with the attached General Clauses. The updated General Clauses must be included in the signed lease contract.

2) For lease projects, where GSA has issued the RLP, but FPR were due prior to October 15, 2021, the LCO is not required to amend the RLP and reopen negotiations. However, the LCO must transmit to the apparent successful offeror either:

- i. FAR Clause 52.223-99 (Attachment 2), or
- ii. Updated General Clauses (Attachments 3 or 4).

The apparent successful offeror must acknowledge receipt; the signed lease contract must include either FAR Clause 52.223-99 or the updated General Clauses.

- d. For offers received through the Automated Advanced Acquisition Platform (AAAP), the FY22 RLP package will be updated to include the updated General Clauses, GSA Form 3517B. Offerors who initiated an FY22 offer prior to the AAAP RLP amendment, will be notified of the AAAP RLP amendment by email from the Office of Leasing.
- e. Offerors who do not agree to the inclusion of FAR Clause 52.223-99 shall be deemed as technically unacceptable by the LCO.
- f. Lease extensions or renewal actions above the SLAT

As noted under 6.a above, leases above SLAT may not be extended or renewed if the lease does not contain this modification. Therefore, prior to executing an extension or exercising an option, the LCO must confirm that the bilateral modification has been executed.

Attachments:

- **Attachment 1**, GSA Class Deviation CD-2021-13, with its attachments
- **Attachment 2**, FAR Clause 52.223-99, ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)
- **Attachment 3**, General Clauses, GSA Form 3517A (REV 10/21)
- **Attachment 4**, General Clauses, GSA Form 3517B (REV 10/21)

COVER PAGE FOR ATTACHMENTS 1 THROUGH 4



GSA Office of Governmentwide Policy

Class Deviation CD-2021-13
September 30, 2021

MEMORANDUM FOR ALL GSA CONTRACTING ACTIVITIES

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

SUBJECT: FAR Class Deviation - Implementation of Executive Order 14042,
Ensuring Adequate COVID Safety Protocols for Federal Contractors

A. Purpose.

This memorandum approves a class deviation from the Federal Acquisition Regulation (FAR) to implement Executive Order (E.O.) 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, signed September 9, 2021.

This memorandum also provides instructions for the GSA acquisition workforce on when to include a new clause in GSA solicitations and contracts and “contract-like instruments” (e.g., licenses, outleases, and tenders).

The instructions include GSA-specific implementation timelines for solicitations, new contracts, and existing contracts.

B. Background.

In order to ensure the health and safety of the federal workforce and contractor community, the President signed [E.O. 14042](#). The E.O. promotes economy and efficiency in Federal procurement by ensuring that contractors and subcontractors that contract with the Federal Government provide COVID-19 safeguards. The E.O. directs the Safer Federal Workforce Taskforce to issue guidance to provide implementation details and the Federal Acquisition Regulatory (FAR) Council to establish a new clause to be included in solicitations and contracts and contract-like instruments.

The Safer Federal Workforce Task Force issued guidance on September 24, 2021 at [saferfederalworkforce.gov](https://www.saferfederalworkforce.gov) which requires:

- Vaccination of covered contractor employees,¹ except in limited circumstances where an employee is legally entitled to an accommodation;²
- Requirements related to masking and physical distancing while in covered contractor³ workplaces; and
- Designation by covered contractors of a person or persons to coordinate COVID-19 workplace safety efforts at covered contractor workplaces.

On September 30, 2021, the Civilian Agency Acquisition Council (CAAC) issued CAAC Letter 2021-03 regarding implementation of E.O. 14042, which serves as consultation with the CAAC Chair to authorize agencies to issue their own class deviations (see Attachment A). This class deviation sets forth GSA's implementation of the E.O. and CAAC Letter.

C. Applicability.

1. Subject to section D of this deviation, the clause is required in the following:
 - Contracts or contract-like instruments for services, construction, or a leasehold interest in real property exceeding the simplified acquisition threshold (SAT) or simplified lease acquisition threshold (SLAT);
 - Contracts or contract-like instruments for services covered by the Service Contract Act, 41 U.S.C. § 6701, *et seq.*; exceeding the SAT/SLAT
 - Contracts or contract-like instruments for concessions, including any concessions contract excluded by Department of Labor regulations at 29 CFR § 4.133(b) exceeding the SAT/SLAT; or,
 - Contracts or contract-like instruments entered into with the Federal Government in connection with Federal property or lands and related to offering services for Federal employees, their dependents, or the general public, exceeding the SAT/SLAT.
2. GSA is strongly encouraging the clause in the following:⁴
 - Contracts or subcontracts whose value is equal to or less than the SAT/SLAT; or,
 - Contracts or subcontracts solely for the manufacturing of products, unless exempted by FAS or PBS specific guidance. See Attachments C and D.
3. The new clause is not applicable to:
 - Micro-Purchases;
 - Site Acquisition;

¹ Covered contractor employee means any full-time or part-time employee of a covered contractor working on or in connection with a covered contract or working at a covered contractor workplace. This includes employees of covered contractors who are not themselves working on or in connection with a covered contract.

² Note that contractor employees working from home must be vaccinated but do not have to follow the CDC masking and social distancing protocols, because an employees personal residence is not a covered contractor workplace. See Safer Federal Workforce Task Force FAQs for Federal Contractors.

³ Covered contractor means a prime contractor or subcontractor at any tier who is party to a covered contract.

⁴ While the E.O. does not require the clause in these circumstances, the Safer Federal Workforce Task Force guidance strongly encourages agencies to include it.

- Sales of surplus real and personal property;
- Solicitations and contracts if performance is outside the United States or its outlying areas (the exclusion is limited to employees who are performing work only outside the U.S. or its outlying areas); or
- Contracts and subcontracts with Indian Tribes under the Indian Self Determination and Education Assistance Act (Public Law 93-638) (the exclusion would not apply to a procurement contract or subcontract under the FAR to an Indian-owned or tribally-owned business entity).

D. Requirements.

1. Solicitations.

a. **New Solicitations.** Contracting officers shall include the clause at FAR **52.223-99**, Ensuring Adequate COVID Safety Protocols for Federal Contractors in new applicable solicitations issued on or after **October 15, 2021**.

b. **Existing Solicitations.** Contracting officers shall either amend the solicitation to include the clause at FAR 52.223-99 or incorporate it into the award of the apparent successful offeror for applicable solicitations that were issued prior to **October 15, 2021**, that have not closed, or awards that have not been made by **October 15, 2021**.

c. New and existing solicitations for items described in section C.1. and C.2. of this deviation shall include the clause. Solicitations for items described in section C.3. of this deviation shall not include the clause.

2. Contracts.

a. **New Contracts.** Contracting officers shall include the clause at FAR **52.223-99** in new applicable contracts, lease acquisitions, and “contract-like instruments” awarded on or after **October 15, 2021**.

New contracts for items described in section C.1. and C.2. of this deviation shall include the clause. New contracts for items described in section C.3. of this deviation shall not include the clause.

b. **Existing Contracts.** Contracting officers shall send a cover letter⁵ and modification request to add the clause at **FAR 52.223-99** for existing contracts

⁵ The cover letter, among other things, informs the contractor that the modification is strongly encouraged for contracts described in section C.1. and C.2 of this deviation. Also, it informs the contractor that the modification is mandatory before GSA will renew, extend the period of performance, or exercise an option for contracts described in section C.1. of this deviation.

including indefinite delivery, indefinite quantity (IDIQ) contracts,⁶ and contract-like instruments, described in section C.1. and C.2. of this deviation.

- The modification must be bilateral.
- The language in Attachment B shall be used in the cover letter.
- Contracting officers are ultimately responsible for sending the cover letter and modification request to contractors; however, GSA will use a technology solution to automatically send the cover letter and modification request to the contractor for most GSA contracts. The FAS and PBS specific guidance in Attachments C and D identifies each GSA contracting program that will send the modification using a central mass modification process.⁷

Existing contracts for items described in section C.3. of this deviation shall not include the clause or cover letter.

Contracting officers shall complete as many modifications as possible before **November 14, 2021**. For IDIQs, contracting activities may take interim actions if a signed modification is not returned to GSA by **November 14, 2021**, such as:

- Temporarily hiding contractor information on GSA websites and/or e-tools
- Flagging contractors that have not accepted the modification

Contracting officers shall not exercise an option period or extend the period of performance for existing contracts for items described in section C.1. of this deviation unless the contract has been modified to include the new clause.

E. Authority.

This class deviation is issued under the authority of FAR 1.404 and General Services Administration Acquisition Manual (GSAM) 501.404.

This deviation is issued following consultation with the Chair of the Civilian Agency Acquisition Council (CAAC) in accordance with FAR 1.404(a) and GSAM 501.404(a).

F. Effective Date.

This deviation is effective immediately and remains in effect until the FAR and GSAR are amended or until cancelled.

G. Cancellation.

SPE Memo SPE-2021-16 *Return to Facilities Contractor Guidance* is cancelled in its entirety by this class deviation.

⁶ For IDIQs, once the modification is accepted, it applies to all existing and future orders. Orders placed prior to an IDIQ contract modification can include the clause at the order level, if desired.

⁷ The Office of Administrative Services shall refer to PBS guidance for the automated modifications sent using EASI.

H. Resources.

The Acquisition Portal's [Public Health Emergencies topic page](#) will be updated with additional resources, including GSA FAQs, talking points, and links to all related policies. Questions can be directed to the points of contact listed on the [Acquisition Portal](#).

Attachments

- Attachment A - [CAAC Letter 2021-03](#)
- Attachment B - [Sample Cover Letter](#)
- Attachment C - [FAS Specific Guidance](#)
- Attachment D - [PBS Specific Guidance](#)



Color coding of this template is as follows:

BLACK - standard text

BLUE - text that must be filled in by acquisition team

[Date]

[Contractor's Name]

[Contractor's Street Address]

[Contractor's City, State and Zip Code]

Subject: Contract Modification - New Clause for Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors - [Procurement Instrument Identifier/Lease Contract Number]

Dear [Contractor's POC name],

GSA appreciates the hard work and dedication of our contractors. The health and safety of GSA employees, contractors and their families is our top priority. In order to ensure the health and safety of the Federal workforce and contractor community, the President signed [Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors](#). The requirements in the Executive Order are being implemented via a FAR deviation. The clause in the FAR deviation will be incorporated into GSA contracts via a bilateral modification.

If you hold a GSA contract for services, construction, or a leasehold interest in property that exceeds the simplified acquisition threshold (SAT) or the simplified lease acquisition threshold (SLAT), GSA strongly encourages you to accept this contract modification at this time. The modification is **mandatory** before GSA will renew, extend the period of performance of your contract, or exercise an option.

Acceptance of the contract modification is also **mandatory** for all Federal Supply Schedule contractors.

If you hold a contract at or below the SAT/SLAT or a contract only for products, GSA strongly encourages you to accept the modification.

For IDIQ contracts, including all Federal Supply Schedule contracts, you must sign the modification by **November 14, 2021** to be eligible for new orders. GSA may take

interim actions if a signed modification is not returned to GSA by **November 14, 2021**, such as:

- Temporarily hiding contractor information on GSA websites and/or e-tools
- Flagging contractors that have not accepted the modification

Once an IDIQ contract is modified, the clause applies to the exercise of options on all existing orders and to all future orders.

Based on the urgency of this issue, please return your signed contract modification as soon as possible and no later than **November 14, 2021**.

For more information, please visit <https://gsa.gov/covid19>.

**CD-2021-13 EO 14042 COVID Safety Protocols for Federal Contractors:
Attachment C - Guidance Specific to the Federal Acquisition Service**

The following provides FAS-specific guidance for implementing GSA Class Deviation 2021-13:

Applicability

FAS will include the clause at **FAR 52.223-99** in all new applicable contracts and “contract-like instruments” awarded on or after October 15, 2021.

FAS will bilaterally modify all existing contracts and “contract-like instruments” awarded before October 15, 2021, to include the clause at FAR 52.223-99, as applicable. Additional clarifications and exceptions regarding applicability of FAS contract vehicles are provided below.

1. **Federal Supply Schedule (FSS):** FAS COs shall incorporate the clause at FAR 52.223-99, in all new and existing FSS contracts above the micro-purchase threshold, including contracts that are solely for products. The Safer Federal Workforce Task Force guidance strongly encourages agencies to incorporate the clause into contracts that are solely for products. It is not administratively feasible to distinguish FSS contracts that are solely for products from FSS contracts that are primarily for products but also include ancillary-type services (e.g., installation, maintenance, training, ancillary services acquired via the Order-Level Materials SIN, etc.). Requiring the clause in all FSS contracts will simplify compliance tracking, vendor communication, and customer messaging efforts.
2. **Blanket Purchase Agreements (BPAs):** For BPAs established under FAR Part 13 procedures, applicable orders and calls must include the clause at FAR 52.223-99 for all new and existing orders and calls unless the clause is already incorporated into the BPA. For applicable BPAs established under FAR Part 8 procedures, the objective is to get the clause into the Schedule contract as soon as possible. If necessary, FAS COs shall incorporate FAR 52.223-99 for all new and existing orders and calls awarded unless the clause is already part of the contract under which the BPA was established or incorporated into the BPA. FAS COs may, at their discretion, modify (by bilateral modification) existing BPAs to incorporate the clause at FAR 52.223-99.
3. **Government-wide Acquisition Contracts (GWACs), Multi Agency Contracts (MACs), and Agency-specific IDV/IDIQs:** FAS COs shall incorporate FAR 52.223-99, in all new and existing GWACs, MACs, and IDV/IDIQ contracts, including contracts that are solely for products, except as provided below. The

Safer Federal Workforce Task Force guidance strongly encourages agencies to incorporate the clause into contracts that are solely for products. Requiring the clause in all GWAC and MAC contracts will simplify compliance tracking, vendor communication, and customer messaging efforts.

- a. **GSA SmartPay® Program:** FAS COs shall incorporate FAR Clause 52.223-99 in the GSA SmartPay master contracts prior to exercise of option or extension. Agencies shall not issue new task orders until the master contract has been modified, unless FAR Clause 52.223-99 is incorporated at the order level. All charge card transactions under the program may continue unabated prior to modification of the master contracts.
 - b. **GSA City Pair Program:** FAS COs shall incorporate FAR Clause 52.223-99 for all GSA City Pair Program new contract awards or prior to extending existing GSA City Pair contracts. Transactions under the GSA City Pair Program (i.e., booking flights) may continue without modifying existing GSA City Pair contracts.
 - c. **Automotive IDV/IDIQs:** The FAS COs should strongly encourage Automotive contractors to accept bilateral modifications to incorporate FAR Clause 52.223-99. FAR Clause 52.223-99 is not required in Automotive contracts because they are contracts solely for products.
4. **Orders:** On or after November 14, 2021, prior to placing orders, COs shall review the contract to ensure that the clause at FAR 52.223-99 has been incorporated in the underlying contract. If the clause has not been incorporated in the contract, COs shall include the clause in the solicitation and resultant order, as applicable.

For existing orders against IDV/IDIQ contracts (e.g., FSS, GWACs, and MACs), COs shall review the contract's terms and conditions to determine whether the clause at FAR Clause 52.223-99 has been incorporated. If the underlying contract has not been modified to include the clause, or the underlying contract has expired, the order-level CO shall modify the order (by bilateral modification) to include FAR Clause 52.223-99 prior to exercise of the option period or extension.

5. **Assisted Acquisitions:**

- a. For acquisitions where GSA is not the funding agency, COs shall follow policies of the funding agency.

- b. For applicable open market contracts, FAS COs should include FAR Clause 52.223-99 in solicitations and new awards.
 - c. For orders against IDV/IDIQs, FAS CO shall follow the guidance in paragraph 4.
- 6. **Commercial Solutions Opening (CSO):** GSA's pilot program is not governed by the FAR and uses CSO procedures to competitively award innovative commercial items for products, technology and services. Nevertheless, CSOs are considered "contract-like instruments" and are subject to the requirements of the E.O. and GSA Class Deviation. FAS COs shall incorporate FAR Clause 52.223-99 in CSO contracts. See GSAM 571 for additional guidance about CSOs.
- 7. **Commercial Platforms:** The FAS CO should strongly encourage Commercial Platform contractors to accept bilateral modifications to incorporate FAR Clause 52.223-99. FAR Clause 52.223-99 is not required in the Commercial Platform contracts because they are no-cost service contracts whose value is less than the simplified acquisition threshold. Orders placed under Commercial Platform contracts are equal to or less than the micro-purchase threshold and are not required to incorporate FAR Clause 52.223-99.
- 8. **Tenders of Service:** FAS uses a tender procurement method for freight and household goods transportation and other services. FAS considers tenders of service a "contract-like instrument" under the E.O. FAS will therefore modify applicable terms and conditions documents (e.g., a GSA Standard Tender of Service) to include language equivalent to FAR 52.223-99. FAS will communicate to agencies that any bills of lading which exceed the simplified acquisition threshold should include language equivalent to FAR 52.223-99. Consistent with the Safer Federal Workforce Task Force, FAS will strongly encourage any bills of lading at or below the simplified acquisition threshold to include language equivalent to FAR 52.223-99, but it is not required

Implementation

- 1. **Modifications:**
 - a. Modification Begin Date: FAS will begin to bilaterally modify all existing contracts and "contract-like instruments" awarded before October 15, 2021 to include the clause at FAR 52.223-99, as applicable.
 - b. Automated Modifications: FAS will use an automated mass modification process for applicable contracts in FSS-19.

- c. Non-automated Modifications: FAS COs are responsible for modifying all applicable contracts that are not in FSS-19.

2. Internal Compliance Tracking Dashboard:

- a. FAS Office of Policy and Compliance (OPC) will develop an internal dashboard showing the compliance of FAS contracts modified to include FAR 52.223-99.
- b. FAS OPC will regularly notify FAS Heads of Contract Activity (HCAs) with modification status on FAS contracts.
- c. For non-automated modifications, FAS HCAs will provide regular status updates to FAS OPC.

3. Customer Support:

- a. FAS OPC will develop an external dashboard showing the compliance status of MAS/GWAC/MAC contracts to aid our customer agencies in identifying which contracts have been modified to include FAR 52.223-99. A link to this dashboard will be provided on customer facing tools such as GSAAAdvantage and eBuy.
- b. For FSS contracts, COs can also review the current terms and conditions in [Contracts Online](#) to determine if the contractor is in compliance. For contracts that are manually modified (i.e., not a mass modification), the FAS CO shall provide modification status updates using a spreadsheet link to be provided by OPC.

- 4. Acquisition Workforce Training:** Training will be provided to the FAS acquisition workforce by the FAS OPC and OGP's Office of Acquisition Policy.

5. Contractor Communications:

- a. All contractor communications will be posted at [GSA's COVID website](#).
- b. An advance Interact Notice will be posted to inform FAS contract vehicle holders on solicitation updates and modification requirements.

CD-2021-13 EO 14042 COVID Safety Protocols for Federal Contractors:
Attachment D - Guidance Specific to the Public Buildings Service

The following provides PBS-specific guidance for implementing GSA Class Deviation 2021-13:

1. Acquisitions.

A. Mass Modification Process

a. Mass Modification (i.e. “The Bot”) Points of Contact (POCs)

- Each Region must identify a POC and alternate on the Mass Modification POC List to work with OAM no later than October 5, 2021.
- The Mass Modification POCs are responsible for reviewing the PBS E.O. 14042 Dashboard and tracking regional progress.

b. Modifications to Existing Contracts and Contract-Like Instruments in EASi

- The following contract actions will be modified through the Bot process:
 - Stand-Alone Contracts
 - Blanket Purchase Agreements (BPAs)
 - BPA Calls
 - Indefinite-Delivery Indefinite-Quantity (IDIQ) Contracts
 - Task Orders and Delivery Orders
 - Purchase Orders

c. The Bot Process

- Bilateral modifications will be partially automated using a bot.
- The mass modifications for existing contracts and contract-like instruments will incorporate the clause at FAR 52.223-99.
- The Bot will create the cover letters and modifications to existing contracts and contract-like instruments in EASi and email them to the contractors. The CO for each contract will be copied on each email.
- Each contractor must sign the modification and return it to the CO. After the contractor returns the signed modification, the CO must sign and finalize the modification in EASi (including preparing an FPDS report) and return a copy of the signed modification to the contractor.
- It is anticipated that the Bot process will commence on or about October 8, 2021 and will be completed by October 15, 2021.

B. Contracts and Contract-Like Instruments outside of EASi

The Bot process will only work for contracts and contract-like instruments that are in EASi. For those actions that are outside of the EASi system, the CO must follow normal procedures for bilaterally modifying the action to include the clause at FAR 52.223-99. The CO shall send the cover letter provided in Attachment B of the class deviation along with the modification request.

C. Existing Solicitations

- Existing solicitations must be amended to include the clause at FAR 52.223-99.

- Existing solicitations include solicitations for stand-alone contracts, BPAs, BPA calls, IDIQ contracts, Delivery Orders, Task Orders, and Purchase Orders.
- ***NOTE:*** For orders and GSA Schedule BPAs, if it becomes known by the Contracting Officer that the base IDIQ has already been modified to include the clause at FAR 52.223-99, then the solicitation does not need to be modified. To see if the base IDIQ has been modified:
 - For FSS contracts, review the contract's current terms and conditions in [Contracts Online](#)
 - For PBS IDIQs, review the PBS E.O. 14042 Dashboard or contact the IDV CO
 - For all other IDIQs, contact the IDIQ CO or review the program website, if available.
- If offers have already been received by the Government, in lieu of amending the solicitation, the CO may incorporate the clause at FAR 52.223-99 into the contract/order of the apparent successful offeror, which must be signed bilaterally.

D. New Solicitations (as of October 15, 2021).

- The CO must include the clause at FAR 52.223-99 in the solicitation and resultant award.
- Updated PBS Construction Contract Templates are available in EASi and on [InSite](#).

E. Solicitations for orders under IDIQs.

- *Until the base IDIQ has been modified* to include the clause at FAR 52.223-99 the CO must also include this clause in the solicitation and resultant orders.
- To see if the base IDIQ has been modified:
 - For FSS contracts, review the contract's current terms and conditions in [Contracts Online](#).
 - For PBS IDIQs, review the PBS E.O. 14042 Dashboard or contact the IDV CO.
 - For all other IDIQs, contact the IDIQ CO or review the program website, if available.

2. Leases.

A. Mass Modification Process - Bilateral Lease Amendments to Existing PBS Leases (Issuance of Lease Amendments to Lessors for signature)

- PBS Office of Leasing will issue bilateral lease amendments to Lessors for signature.
- All existing leases, regardless of dollar value, will be modified through this process.
- Bilateral amendments will be generated and sent using automation (e.g., Docusign, Google script, Macro, etc).
- The mass modifications for existing leases will incorporate the clause at FAR 52.223-99.

- Each Lessor signs the modification and returns it to the Administrative Lease Contracting Officer (ALCO). After the Lessor returns the signed modification, the ALCO will countersign and return the fully signed modification to the Lessor.
- ALCOs will be responsible for executing the bilateral lease amendments and tracking progress/status.
- The PBS Office of Leasing will issue lease amendments to lessors for signature no later than October 15, 2021.

B. Existing Request for Lease Proposals (RLPs)

- For leases awarded on or after October 15, 2021:
 - Existing solicitations must be amended to include the clause at FAR 52.223-99, if Final Proposals Revisions (FPR) have not been received prior to October 15, 2021.
- If FPR has been received, in lieu of reopening discussions, the LCO may incorporate the clause at FAR 52.223-99 into the contract of the apparent successful offeror, which must be signed bilaterally.

C. New RLPs (issued on or after October 15, 2021)

- The LCO must include the clause at FAR 52.223-99 in the RLP and resultant lease contract by using updated General Clauses (GSA Forms 3517A or 3517B).
- Prior to October 15, 2021, Office of Leasing will update the General Clauses (GSA Forms 3517A and 3517B) to incorporate the clause at FAR 52.223-99. LCOs must use the updated General Clauses in new RLP packages. Updated GSA Forms 3517A and 3517B will be available on the Office of Leasing Google site and in the G-REX Templates Management Library.

3. PBS Training.

A. Implementation of E.O. 14042 and Class Deviation 2021-01 Training

Training will be provided to the PBS acquisition workforce regarding PBS-specific implementation and guidance regarding PBS acquisition programs.

B. Mass Modification Informational Sessions

The Office of Acquisition Management and the Office of Leasing will host mass modification information sessions for COs, ALCOs, and Mass Modification POCs on a regular basis regarding the mass modification process, the PBS E.O. 14042 Dashboard and tracking regional progress.

52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) *Definition.* As used in this clause -

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)

1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.

3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.

4. DEFAULT BY LESSOR (APR 2012)

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

LESSOR: _____ GOVERNMENT: _____

- (3) Grounds for Termination. The Government may terminate the Lease if:
- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
 - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,
- and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.
- (4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
- (i) Circumstances within the Lessor's control;
 - (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
 - (iii) The condition of the Property;
 - (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
 - (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.
- (5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

5. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

6. CHANGES (SIMPLIFIED) (SEP 2011)

- A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.
- B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:
 - 1. An adjustment of the delivery date;
 - 2. An equitable adjustment in the rental rate; or

LESSOR: _____ GOVERNMENT: _____

3. A lump sum equitable adjustment.

- C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.
- D Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

7. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

8. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

LESSOR: _____ GOVERNMENT: _____

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any

system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

9. 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) *Definition.* As used in this clause -

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

10. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found at [http:// www.acquisition.gov](http://www.acquisition.gov).

11. The following clauses are incorporated by reference:

- | | |
|----------------|--|
| FAR 52.204-10, | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30,000 total contract value.) |
| FAR 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) |
| FAR 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014). |
| FAR 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applicable to leases over \$35,000 total contract value.) |

LESSOR: _____ GOVERNMENT: _____

FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$750,000.)
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applicable when the clause at FAR 52.215-10 is applicable.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) ALTERNATE III (JUN 2020) (Applicable to Leases over \$750,000 total contract value.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (Applicable to leases over \$750,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (SEP 2021) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552.270-12	ALTERATIONS (SEP 1999)
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES (JUN 2011)
GSAR 552.270 20	PAYMENT (SEP 1999)
GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

LESSOR: _____ GOVERNMENT: _____

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: _____ GOVERNMENT: _____

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	18	552.270-31	PROMPT PAYMENT
	19	52.232-23	ASSIGNMENT OF CLAIMS
	20		PAYMENT
	21	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	22	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	52-203-7	ANTI-KICKBACK PROCEDURES
	25	52-223-6	DRUG-FREE WORKPLACE
	26	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	27	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	28	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	29	552.270-13	PROPOSALS FOR ADJUSTMENT
	30		CHANGES
AUDITS	31	552.215-70	EXAMINATION OF RECORDS BY GSA
	32	52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	33	52.233-1	DISPUTES

LESSOR: _____ GOVERNMENT: _____

LABOR STANDARDS	34	52.222-26	EQUAL OPPORTUNITY
	35	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	39	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	40	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	45	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST- TIER SUBCONTRACT AWARDS
OTHER	46	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	47	52.223-99	ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS
	48	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: _____ GOVERNMENT: _____

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

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

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

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

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

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

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

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

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

LESSOR: _____ GOVERNMENT: _____

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

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

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

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

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

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

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

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

6. 552.270-26 NO WAIVER (SEP 1999)

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

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

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

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

LESSOR: _____ GOVERNMENT: _____

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial

LESSOR: _____ GOVERNMENT: _____

completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for

LESSOR: _____ GOVERNMENT: _____

purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

18. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date*—

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

LESSOR: _____ GOVERNMENT: _____

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

LESSOR: _____ GOVERNMENT: _____

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

19. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as “the Act”), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

20. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government’s measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

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

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

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

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

21. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: _____

22. 52.203-13

Contractor Code of Business Ethics and Conduct (JUN 2020)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

23. 552.270-32

COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

24. 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

25. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

26. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

LESSOR: _____ GOVERNMENT: _____

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
_____	_____
_____	_____

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

27. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

LESSOR: _____ GOVERNMENT: _____

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

28. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)
This clause is incorporated by reference.

29. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

30. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

LESSOR: _____ GOVERNMENT: _____

31. 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

32. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

33. 52.233-1 DISPUTES (MAY 2014)
This clause is incorporated by reference.

34. 52.222-26 EQUAL OPPORTUNITY (SEP 2016)
This clause is incorporated by reference.

35. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
This clause is incorporated by reference.

36. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)
(Applicable to leases exceeding the micro-purchase threshold.)
This clause is incorporated by reference.

37. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
(Applicable to leases \$150,000 or more, total contract value.)

(a) *Definitions.* As used in this clause-

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

LESSOR: _____ GOVERNMENT: _____

38. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over \$15,000 total contract value.)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

40. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

(Applicable to leases over \$35,000 total contract value.)

This clause is incorporated by reference.

41. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over \$750,000 total contract value.)

This clause is incorporated by reference.

42. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

43. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) ALTERNATE III (JUN 2020)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: _____

44. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over \$750,000 total contract value.)
This clause is incorporated by reference.

45. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over \$30,000 total contract value.)
This clause is incorporated by reference.

46. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

LESSOR: _____ GOVERNMENT: _____

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

LESSOR: _____ GOVERNMENT: _____

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

47. 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) *Definition*. As used in this clause -

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority*. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance*. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

LESSOR: _____ GOVERNMENT: _____

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

48. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: _____



DEPARTMENT OF VETERANS AFFAIRS

[Insert Agency/Address]

[Date]

[Lessor's Name]

[Lessor's Street Address]

[Lessor's City, State and Zip Code]

Subject: Lease Contract Modification – New Clause for Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors – [Lease Contract Number]

Dear [Lessor's POC name],

VA appreciates the hard work and dedication of our lease contractors. The health and safety of VA employees, contractors and their families are our top priority. To ensure the health and safety of the Federal workforce and contractor community, the President signed [Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors](#). The requirements in the Executive Order are being implemented via a FAR deviation through FAR Clause 52.223-99. The clause will be incorporated into VA lease contracts via a bilateral modification.

VA strongly encourages you to accept the attached lease amendment incorporating the new clause. The lease amendment is mandatory before VA will renew or extend the period of performance of leases exceeding the simplified lease acquisition threshold (SLAT).

Based on the urgency of this issue, please sign and return the attached lease amendment as soon as possible but no later than November 14, 2021.

Please direct any questions regarding the above to the undersigned at [XXX-XXX-XXXX] or [insert email address].

[LCO Name]

Attached: [Lease Amendment Number]

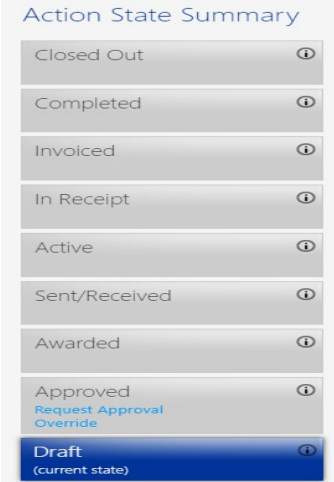
Electronic Contract Management System (eCMS)
Tracking of Executive Order (EO) 14042
COVID safety protocols for Federal service contractors and subcontractors

Why:

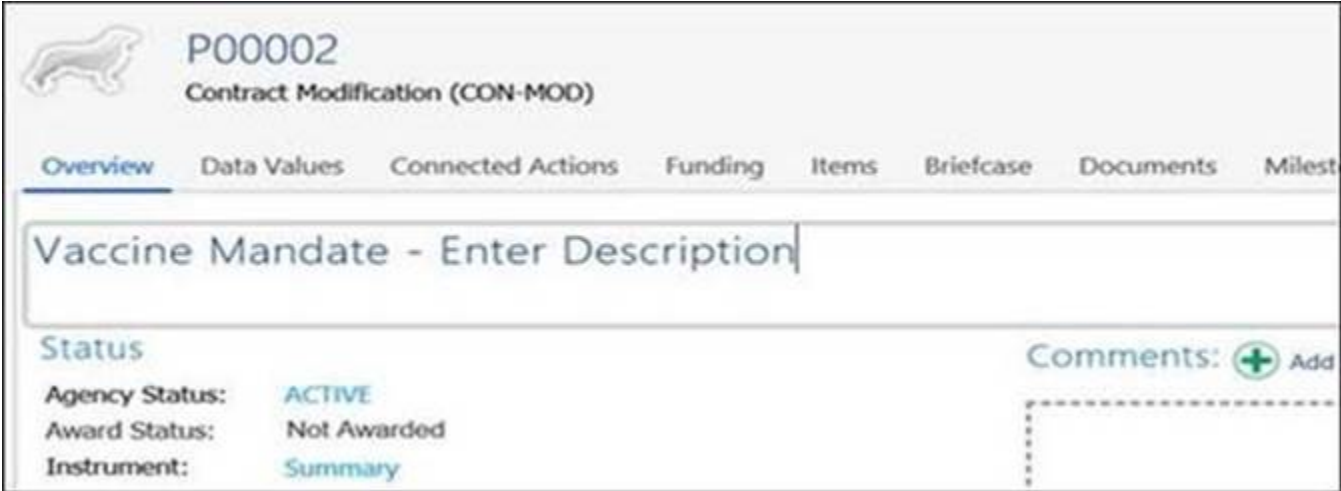
- Action shall be a bilateral modification (EO 14042).
- All official procurement documents shall be filed within eCMS (VAAM M804.802-70).

Step 1: Procurement officials create a modification.

- The action remains in a *DRAFT* status until sent to the lessor / contractor.
- Once the lease amendment is sent to the lessor / contractor the procurement official changes to *APPROVED*.
- Lastly *AWARDED* indicates bilaterally signed and action is complete.
 - Awarded can be validated through a search of the briefcase for a signed [C03](#).



Step 2: Annotate in eCMS overview tab 'Vaccine Mandate – description'



Step 3: eCMS data value 15 may be used as tracking instrument #1.

- Procurement officials select 'other'.

15 REASON FOR LEASE MODIFICATION:

- 1 (Change Order)
- 2 (Funding Only)
- 3 (Termination)
- 4 (Exercise an Option)
- 5 (Administrative)
- 6 (Novation)
- 7 (Assignment of Claims)
- 8 (Lease Extensions)
- 9 (Tenant Improvements)
- 10 (Alterations)
- 11 (Tax Adjustments)
- 12 (Cost Price Index Adjustments)
- 13 (Adjustments for Vacant Premises)
- 14 (Space Expansion)
- 15 (Other)

Step 4: eCMS data value 16 may be used as tracking instrument #2.

- The following choices are available. I would recommend 'other'.

16 TYPE OF MODIFICATION (1-4):

- 1 (Change Order)
- 2 (Administrative Change)
- 3 (Supplemental Agreement)
- 4 (Other)

Step 5: eCMS data value 17, which is a user free text cell – user adds 'EO 14042' and may be used as tracking instrument #3.

17 MODIFICATION AUTHORITY CITATION:

EO 14042

Step 6: Add a status under the Overview tab.

[Overview](#) [Data Values](#) [Connected Actions](#) [Funding](#) [CLINs](#) [Briefcase](#) [Documents](#) [Milestones](#) [Approvals](#)

Comments:  Add [View All Comments](#)

END OF DOCUMENT

From: [Stockstill, Brandilyne \(Brandi\)](#)
To: [VA LCOs and Staff](#)
Cc: [Thomas, John D. \(CFM\)](#); [MacRae, Scott \(CFM\)](#); [Connor, Deidre](#); [Dimmick, Amy F. \(CFM\)](#); [Moya, Steven P.](#); [Simmons, Amanda J. \(CFM\)](#)
Subject: RE: CFMs ORPs VA-Wide Leasing Policy Alert - Preliminary Injunction Related to EO 14042 for Federal Contractors
Date: Monday, December 20, 2021 6:23:28 AM

Good morning!

Last week, we received guidance from General Services Administration (GSA) on the impacts to real property leasing related to this preliminary injunction for the EO 14042 for federal contractors. It's very similar to Dr. Billups Acquisition Policy Flash, but we wanted to ensure there was messaging for real property leases.

We created the below leasing blurb for your ease of review and compliance.

Office of Construction and Facilities Management's Office of Real Property's VA-Wide Leasing Policy Alert

On December 1, 2021, the Acquisition Portal notified GSA's acquisition workforce that a federal court issued a temporary injunction halting the federal government from enforcing a vaccine mandate for Federal contractors and subcontractors (which GSA implemented through Class Deviation CD-2021-13) in three states.

A new [preliminary injunction](#), issued on December 7, 2021, halts enforcement of the vaccine mandate for contractors and subcontractors **nationwide**.

What does this mean?

Effective immediately, the Federal Government is prohibited from enforcing a vaccine mandate for contractors and subcontractors **in all states and territories of the United States. Real Property Specialists shall not take any action to enforce** the vaccination requirements in FAR clause 52.223-99 *Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors* in **any** contract or contract-like instrument.

What does it mean to "not enforce" the clause?

1. Contractor and subcontractor employees do not have to meet the vaccination mandate in the Safer Federal Workforce Task Force Guidance.
2. Contractors will continue to be eligible for new contracts, new orders, options, and extensions even if they have not agreed to follow FAR clause 52.223-99.

What do I need to do?

For **existing contracts**, contract-like instruments, and orders, take no action. Leave the clause in but do not enforce it.

For **existing solicitations** containing the clause, either amend the solicitation to remove the clause or delete the clause prior to award.

For **future solicitations**, do not add the clause to the solicitation, pending further guidance from the Office of Acquisition Policy.

What happens next?

CFM's ORP is monitoring and will post updates specific to real property leasing. Additional updates will be sent once more information is available.

The GSA Office of Acquisition Policy is developing a Supplement to Class Deviation CD-2021-13. It is anticipated that LEASING ALERT (LA-21-15) will also be supplemented. From which shall prompt the supplementing of VA Office of Construction and Facilities Management Real Property Policy Memorandum 2022-03 issued October 28, 2021.

Question or concerns may be brought forth to the ORP Policy and Programs mail box, VACO 003C7A Policy and Programs, VACO003C7APolicyandPrograms@va.gov

Brandi Stockstill

Director, Policy & Programs

Office of Real Property, CFM

(202) 329-6538

[Office of Real Property - Office of Construction & Facilities Management \(va.gov\)](#)

[VA Real Property Agreements - Home \(sharepoint.com\)](#)