

**GSA Class Deviation CD-2019-01**  
**Frequently Asked Questions 2.1**  
**July 16, 2020**

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## **A. General.**

### **1. Where can I find the full text of the interim FAR rules?**

The FAR text and Federal Register Notice for the first interim rule are posted on [acquisition.gov](https://www.acquisition.gov). The FAR text and Federal Register Notice for the second interim rule are also posted on [acquisition.gov](https://www.acquisition.gov).

### **2. What does “information technology or communication technology” used throughout the GSA class deviation mean?**

Information technology is defined in [FAR 2.101](#).

Communication technology means equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content.

Examples of information technology or communication technology include, but are not limited to: computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; multifunction office machines; commercial unmanned aerial systems (i.e., drones); video surveillance equipment (e.g., video cameras); software; applications; web sites; videos; and electronic documents.

### **3. What is “covered telecommunications equipment or services”?**

“Covered telecommunications equipment or services” is defined at [FAR 4.2101](#) (the same definition also appears at [FAR 52.204-25\(a\)](#)). Additional entities, and their telecommunications or video surveillance equipment or services, may be included in the definition by additional determinations made by the Secretary of Defense in accordance with FAR 4.2101.

### **4. What is the scope of the FAR prohibition?**

The FAR prohibits the Government from buying (i.e., procuring, obtaining, or extending or renewing a contract to procure or obtain) covered telecommunications equipment or services as substantial or essential components of any system (defined as “any component necessary for the proper function or performance of a piece of equipment, system, or service”) or as critical technology of any system (defined at [FAR 4.2101](#)).

The prohibition **does not** apply to procuring with an entity to provide “a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.” These terms are defined as follows:

**Backhaul** - 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).

**Roaming** - 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.

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

The prohibition also **does not** apply to “[t]elecommunications 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.” Note that covered telecommunication equipment installed on a closed network does not meet this exception (a closed network is a network that does not connect to the internet either directly or indirectly (e.g., via another network)). If the equipment has the ability to “route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles” but otherwise cannot do so solely because of its installation on a closed network, the telecommunications equipment does not meet this exception.

If there are any questions regarding the scope of this FAR prohibition to a specific procurement, consult with the Supply Chain Risk Management (SCRM) Review Board as noted on the Acquisition Portal ([insite.gsa.gov/scrm](https://insite.gsa.gov/scrm)).

## **5. Do the FAR representation and reporting requirements apply to micro-purchases?**

The prohibition applies to micro-purchases. However, per [FAR 13.201](#), micro-purchases generally do not require provisions or clauses. Therefore, a GSA employee making a micro-purchase is not required to include the representation provision at [FAR 52.204-24](#) or the reporting clause ([FAR 52.204-25](#)), but is still required to comply with the prohibition. Agencies may put precautions in place to ensure that micro-purchases do not violate the prohibition.

## **6. What is the scope of the GSA class deviation?**

GSA issued a [class deviation](#) to both the FAR and the GSAR.

The GSAR class deviation applies to all GSA-funded contracts and orders, including real property lease acquisitions and Commercial Solutions Opening procurements.

The FAR class deviation, allowing the representation provision at [FAR 52.204-24](#) to be left out of certain solicitations, applies to all GSA-funded orders except for orders placed under the following procurements that have been determined to have a high risk of including covered telecommunications or services:

- Telecommunications Contracts (Networkx, Enterprise Infrastructure Solutions, Connections II, and Local Telecommunications)
- Federal Supply Schedules 36, 58 I, 70, and 84 (or the equivalent SINs under the consolidated Multiple Award Schedule (MAS))
- IT Governmentwide Acquisition Contracts (GWACs) (Alliant 2, Alliant 2 SB, VETS 2, and 8(a) STARS III)

- Commercial Solutions Opening Procurements (CSOs)

## **B. The Representation Provisions (FAR 52.204-24, 52.204-26, and 52.212-3(v)) and Clause (GSAR 552.204-70).**

### **7. In what solicitations are the representation provisions (FAR 52.204-24, 52.204-26, and 52.212-3(v)) and clause (GSAR 552.204-70) included?**

GSA-funded solicitations for orders, regardless of dollar value, placed under GSA's medium and low risk procurements, as classified in the [GSA class deviation](#), need not include the representation provision at [FAR 52.204-24](#) unless the order could **potentially** include information technology or communication technology. All other solicitations (including solicitations for contracts, indefinite delivery contracts, orders placed under GSA's high risk procurements, and orders that could **potentially** include information technology or communication technology, again, regardless of dollar value) will include the representation provision at FAR 52.204-24.

All solicitations for contracts, including indefinite delivery contracts, will also include the SAM representation provision(s) ([FAR 52.204-26](#) and/or [52.212-3\(v\)](#)) and the representation clause ([GSAR 552.204-70](#)).

Implementation tables are available on [acquisition.gov](#).

### **8. How do offerors and contractors complete the representations required by the provisions (FAR 52.204-24, 52.204-26, 52.212-3(v)) and the clause (GSAR 552.204-70)? Are there separate documents offerors and contractors must fill out?**

The SAM representation provision(s) ([FAR 52.204-26](#) and/or [52.212-3\(v\)](#)) will be completed by offerors and contractors via [sam.gov](#) as part of each offeror's representations and certifications.

When responding to a solicitation that includes the representation provision at [FAR 52.204-24](#), offerors will complete the representation as part of the offer. Note that an offeror does not need to provide the same representation twice: per [FAR 4.2103\(a\)\(1\)\(i\)](#) and FAR 52.204-24, a response to FAR 52.204-24 is not required if the offeror has responded to the SAM representation provision(s) (FAR 52.204-26 and/or 52.212-3(v)) that it "**does not**" provide covered telecommunications equipment or services to the Government. Additionally, an offeror's response to FAR 52.204-24 (or non-response if the offeror responded to the SAM representation provision(s) (FAR 52.204-26 and/or 52.212-3(v)) that it "**does not**" provide covered telecommunications equipment or services to the Government) will also be considered the initial response to [GSAR 552.204-70](#).

When responding to a solicitation that **does not** include the representation provision at FAR 52.204-24, e.g., a GSA-funded order placed under a GSA medium or low risk procurement that does not include information technology or communication technology, an offeror does not need to provide a representation under FAR 52.204-24, even if the offeror has responded to the SAM

representation provision(s) (FAR 52.204-26 and/or 52.212-3(v)) that it “**does**” provide covered telecommunications equipment or services to the Government.

For existing contracts, contractors will complete the representation clause (GSAR 552.204-70) on an annual basis unless the contractor has responded to the SAM representation provision(s) (FAR 52.204-26 and/or 52.212-3(v)) that it “**does not**” provide covered telecommunications equipment or services to the Government, in which case no response to the representation clause (GSA 552.204-70) is required.

See the answers to Questions 23-27 for additional information for Federal Supply Schedule (FSS) contracts.

For real property lease acquisitions, the representations must be submitted as follows (See [Leasing Alert LA-20-01](#), which replaced the previous, August 19, 2019, Leasing Alert LA-19-05, for further details):

- A response to the representation provision at FAR 52.204-24 must be submitted by offerors as part of their offers in response to a new or amended Request for Lease Proposal (RLP) package, unless the offeror has responded to the SAM representation provision (FAR 52.204-26) that it “**does not**” provide covered telecommunications equipment or services to the Government
  - An offeror’s response to FAR 52.204-24 (or non-response if the offer responded to the SAM representation provision (FAR 52.204-26) that it “**does not**” provide covered telecommunications equipment or services to the Government) will also be considered the initial response to GSAR 552.204-70
- A response to the representation clause (GSAR 552.204-70) must be submitted by existing lessors in conjunction with extension or renewal actions, unless the lessor has responded to the SAM representation provision (FAR 52.204-26) that it “**does not**” provide covered telecommunications equipment or services to the Government, in which case no response to GSAR 552.204-70 is required

**9. How many tiers into their supply chains do offerors and contractors need to investigate for covered equipment or services? And do offerors and contractors need to investigate at the “box” or “component” level?**

The representation provision at [FAR 52.204-24](#) and clause ([GSAR 552.204-70](#)) require offerors and contractors to represent if they “**will**” or “**will not**” provide "covered telecommunications equipment or services," as defined in [FAR 52.204-25\(a\)](#), to the Government--regardless of whether the offeror or contractor believes that an exception under paragraph (b) of both the provision (FAR 52.204-24) and the clause (GSAR 552.204-70) applies. The offeror or contractor is required to ensure that representations regarding equipment and services provided to the Government are accurate and may want to consult with its own legal counsel.

If an offeror or contractor represents that it “**will**” provide covered telecommunications equipment or services to the Government, additional information is required by paragraph (e) of the representation provision (FAR 52.204-24) or paragraph (d) of the representation clause (GSAR 552.204-70). Understanding the additional information required may be helpful in determining the appropriate level of investigation.

Additionally, note that the representation provision at FAR 52.204-24 and clause (GSAR 552.204-70) only require that offerors and contractors represent if they will **provide** “covered telecommunications equipment or services” to the Government as defined in FAR 52.204-25(a). It is incumbent upon each offeror and contractor to determine whether any applicable equipment or services will be, or are being, “provided” to the Government; i.e., whether the equipment or services are a required part of the contract requirements.

## C. Administration.

### **10. Now that the new SAM representation provisions (FAR 52.204-26 and 52.212-3(v)) exist and SAM has been updated, is GSA’s deviation still active?**

Yes. The [GSA class deviation](#) remains in place. Under the deviation, GSA contracting officers placing GSA-funded orders under GSA’s medium and low risk indefinite delivery contracts still do not need to include the representation provision at [FAR 52.204-24](#) unless the order could **potentially** include information technology or communication technology.

### **11. Do GSA contracting officers have to add the new SAM representation provisions (FAR 52.204-26 and 52.212-3(v)) to new and existing solicitations?**

Yes. However, if the solicitation includes the “regular” SAM provisions ([FAR 52.204-7](#) and [52.204-19](#)) or the Commercial Item provision ([FAR 52.212-3](#)), the new SAM representation provision(s) ([FAR 52.204-26](#) and/or [52.212-3\(v\)](#)) is already included by reference and the GSA contracting officer does not need to take any additional action. If these provisions, however, are not included in the solicitation, then, per [FAR 4.2105\(c\)](#), the GSA contracting officer must include the new SAM representation provision(s) (FAR 52.204-26 and/or 52.212-3(v)) in the solicitation.

Implementation tables are available on [acquisition.gov](#).

### **12. The representation language in the provisions (FAR 52.204-24, 52.204-26, and 52.212-3(v)) and clause (GSAR 552.204-70) is very similar. Is it necessary to include all of these in solicitations for new contracts?**

The representation provision at [FAR 52.204-24](#) and clause ([GSAR 552.204-70](#)) must be included when required by the [GSA class deviation](#) (see the answer to Question 7 for more information). The SAM representation provision(s) ([FAR 52.204-26](#) and/or [52.212-3\(v\)](#)) must be included in all solicitations (see the answer to Questions 11 for more information), regardless of whether the representation provision at FAR 52.204-24 clause (GSAR 552.204-70) are included.

While the language in the provisions and clause is similar, the representation clause (GSAR 552.204-70) includes a requirement for contractors to re-represent **annually** as to whether they “**will**” or “**will not**” provide covered telecommunications equipment or services during

performance of the contract and ensures that GSA contracting officers receive representations from contractors holding GSA's medium and low risk indefinite delivery contracts.

As mentioned in the answer to Question 8, an offeror does not need to provide the same representation twice: per [FAR 4.2103\(a\)\(1\)\(i\)](#) and FAR 52.204-24, a response to FAR 52.204-24 is not required if the offeror has responded to the SAM representation provision(s) (FAR 52.204-26 and/or 52.212-3(v)) that it "**does not**" provide covered telecommunications equipment or services to the Government. Additionally, an offeror's response to FAR 52.204-24 (or non-response if the offeror responded to the SAM representation provision(s) (FAR 52.204-26 and/or 52.212-3(v)) that it "**does not**" provide covered telecommunications equipment or services to the Government) will also be considered the initial response to GSAR 552.204-70.

**13. Do the representation provisions (FAR 52.204-24, 52.204-26, and 52.212-3(v)) have to be incorporated into solicitations in full text, or can they be incorporated by reference?**

Incorporate the representation provision at [FAR 52.204-24](#) in full text. The SAM representation provisions ([FAR 52.204-26](#) and [52.212-3\(v\)](#)) may be incorporated by reference (see the answer to Question 11).

**14. Do the clauses (FAR 52.204-25 and GSAR 552.204-70) have to be incorporated into solicitations and resultant contracts in full text, or can they be incorporated by reference?**

Incorporate the representation clause ([GSAR 552.204-70](#)) in full text. The reporting clause ([FAR 52.204-25](#)) should also be incorporated in full text but may be incorporated by reference, if desired.

**15. Do the representation provisions (FAR 52.204-24, 52.204-26, and 52.212-3(v)) and clause (GSAR 552.204-70) and the reporting clause (FAR 52.204-25) flow down to subcontractors?**

The reporting clause ([FAR 52.204-25](#)) flows down to subcontractors. The representation provisions ([FAR 52.204-24](#), [52.204-26](#), and [52.212-3\(v\)](#)) and clause ([GSAR 552.204-70](#)) do not.

## **D. Indefinite Delivery Contracts and Agreements.**

**16. How do the FAR representation requirement and the GSA class deviation apply to Blanket Purchase Agreements (BPAs) and to orders under BPAs?**

a. Multiple Award Schedule BPAs

When establishing a new BPA under a Multiple Award Schedule (MAS) contract, the GSA contracting officer should first determine whether the master contract has been modified to include the representation ([GSAR 552.204-70](#)) and reporting ([FAR 52.204-25](#)) clauses. If the MAS contract includes these clauses, the GSA BPA contracting officer is not required to include



the clauses at the BPA level. If the MAS contract does not incorporate these clauses, the GSA BPA contracting officer shall incorporate the representation (GSAR 552.204-70) and reporting (FAR 52.204-25) clauses into the resultant BPA terms and conditions. (The representation provisions ([FAR 52.204-24](#), [52.204-26](#), and/or [52.212-3\(v\)](#)) are not required in solicitations for BPAs.)

For existing BPAs established under a MAS contract, the GSA contracting officer should first determine whether the master contract has been modified to include the representation (GSAR 552.204-70) and reporting (FAR 52.204-25) clauses. If the MAS contract includes these clauses, the GSA BPA contracting officer is not required to include the clauses at the BPA level. If the MAS contract does not include these clauses, the GSA BPA contracting officer shall incorporate the representation (GSAR 552.204-70) and reporting (FAR 52.204-25) clauses into the BPA terms and conditions.

#### b. Open Market BPAs

When establishing a new BPA under [FAR 13.3](#), the GSA contracting officer should incorporate the representation ([GSAR 552.204-70](#)) and reporting ([FAR 52.204-25](#)) clauses into the resultant BPA terms and conditions. (The representation provisions ([FAR 52.204-24](#), [52.204-26](#), and/or [52.212-3\(v\)](#)) are not required in solicitations for BPAs.)

For existing BPAs established under FAR 13.3, there is no underlying master contract, and the GSA contracting officer shall incorporate the representation (GSAR 552.204-70) and reporting (FAR 52.204-25) clauses into the BPA terms and conditions.

#### c. BPA Orders

For BPAs established under high risk procurements as identified in the [GSA class deviation](#), GSA contracting officers shall include the representation provision at [FAR 52.204-24](#) in all notices of intent to place an order or solicitations for orders. For BPAs established for medium or low risk procurements, GSA contracting officers shall include the representation provision at FAR 52.204-24 in all notices of intent to place an order or solicitations for orders that could **potentially** include information technology or communication technology. Additionally, when placing a BPA order under the micro-purchase threshold, the representation provision at FAR 52.204-24 and the reporting clause ([FAR 52.204-25](#)) are not required (see the answer to Question 5), but the prohibition still applies.

### **17. Do GSA contracting activities need to wait to place orders under GSA vehicles until the master IDIQ contracts are updated?**

No. GSA ordering activities should determine whether or not an order-level representation is required. To make that order-level determination, the GSA contracting officer should consider the risk level of the procurement (i.e., the likelihood that covered telecommunications equipment or services will be provided) consistent with the guidance in the [GSA class deviation](#).

Remember, GSA contracting officers must always require the representation provision at [FAR 52.204-24](#) when placing orders under high risk contracts or when placing orders that could **potentially** include information technology or communications technology.

**18. Do other agencies' regulations and deviations affect GSA's contracting officers and implementation timelines?**

Generally, no. Other agencies' regulations and deviations do not affect GSA's implementation timelines and only affect GSA's contracting officers if they are providing assisted acquisition services, including PBS RWA-funded acquisitions, for that agency (see the answer to Question 19) or placing orders under that agency's indefinite delivery contracts (see the answer to Question 21).

**19. What guidance do GSA contracting officers follow if providing assisted acquisition services, including PBS RWA-funded acquisitions, for another agency?**

For questions related to the acquisition process, follow GSA's acquisition procedures (e.g., set-aside determinations route through the GSA Office of Small Business Utilization). For questions about requirement specifications and performance of the contract, follow the requesting agency's procedures (e.g., waivers to the Section 889 prohibition will be considered by the requesting agency). Generally, also consider any specific or unique agreements noted in the Memorandum of Understanding (MOU) between GSA and the requesting agency (e.g., the annual GSA-DoD MOU).

**20. If providing assisted acquisition services, including PBS RWA-funded acquisitions, for another agency and the contractor provides a response to the reporting clause (FAR 52.204-25) to GSA, does the GSA contracting officer provide that response to GSA's Supply Chain Risk Management (SCRM) Review Board or to the other agency?**

Reports required by the reporting clause ([FAR 52.204-25\(d\)](#)) should be submitted to the requesting agency. A report is only submitted to GSA's Supply Chain Risk Management (SCRM) Review Board if the report is related to a GSA-funded contract or order.

**21. What guidance do GSA contracting officers follow if placing an order under another agency's indefinite delivery contract?**

GSA contracting officers are required to follow the [GSA class deviation](#) in all cases. GSA contracting officers should determine if the agency that awarded the indefinite delivery contract (e.g., NASA SEWP or a DOE Energy Savings Performance Contract IDIQ) has incorporated the representation provision at [FAR 52.204-24](#) into the master contract.

Regardless of the risk level, if the agency **has not** incorporated the representation provision at FAR 52.204-24 at the master contract level, the GSA contracting officer must include the representation provision at FAR 52.204-24 to request a representation in all solicitations for orders and notices of intent to place orders.

If the agency **has** incorporated the representation provision at FAR 52.204-24 at the master contract level, the GSA contracting officer should determine whether or not an order-level representation is required. To make that order-level determination, the GSA contracting officer should consider the risk level of the procurement (i.e., the likelihood that covered

telecommunications equipment or services will be provided) consistent with the guidance in the GSA class deviation.

Remember, GSA contracting officers must always include the representation provision at FAR 52.204-24 when placing orders under high risk contracts or when placing orders that could **potentially** include information technology or communications technology.

## **22. What guidance do other agencies' contracting officers follow if placing orders under a GSA indefinite delivery contract?**

Contracting officers at other agencies must follow their own agencies' policies.

The [GSA class deviation](#) applies to GSA-funded contracts and orders only and does not require other agencies to include the representation clause ([GSAR 552.204-70](#)) in, or to modify, any contracts or orders.

Per the first interim FAR rule, unless an agency has issued its own deviation, that agency's contracting officers must insert the representation provision at [FAR 52.204-24](#) in all notices of intent to place an order, and solicitations for an order, under indefinite delivery contracts, including **any** GSA indefinite delivery contracts. Contractors must comply with ordering-agency requirements.

## **E. FAS Programs.**

### **23. How will FAS implement the interim FAR rules and the GSA class deviation for existing Federal Supply Schedule (FSS) contracts?**

For existing FSS contracts, FAS has issued a customized mass modification to incorporate the required representation ([GSAR 552.204-70](#)) and reporting ([FAR 52.204-25](#)) clauses. FSS contractors are required to accept the modification by December 31, 2019 and respond to the representation clause (GSAR 552.204-70) by representing to the GSA contracting officer if they "**will**" or "**will not**" provide covered telecommunications equipment or services under the FSS contract.

### **24. How will FAS implement the interim FAR rules and the GSA class deviation for Federal Supply Schedule (FSS) offers that are in-house and/or received prior to MAS Consolidation?**

For FSS offers that are in-house and/or received prior to MAS Consolidation, vendors will be required to accept an amendment incorporating the required representation provisions ([FAR 52.204-24](#), [52.204-26](#), and [52.212-3\(v\)](#)) and clause ([GSAR 552.204-70](#)) and the reporting clause ([FAR 52.204-25](#)) before the FSS contract is awarded. Offerors will be required to respond to the representation provision at FAR 52.204-24 by representing to the GSA contracting officer if they "**will**" or "**will not**" provide covered telecommunications equipment or services. Note that, per [FAR 4.2103\(a\)\(1\)\(i\)](#) and FAR 52.204-24, a response to FAR 52.204-24 is not required if the offeror has responded to the SAM representation provision(s) (FAR

52.204-26 and/or 52.212-3(v)) that it “**does not**” provide covered telecommunications equipment or services to the Government.

If awarded an FSS contract, the contractor will be required to accept the custom mass modification after award so FAS can track the response and ensure the updated terms and conditions are captured and displayed in GSA eLibrary.

The FAS Office of Policy and Compliance (OPC) will coordinate with FAS Heads of Contracting Activities to monitor and track FSS offeror acceptance of the reporting (FAR 52.204-25) and representation (GSAR 552.204-70) clauses.

## **25. How will FAS implement the interim FAR rules and the GSA class deviation for Federal Supply Schedule (FSS) offers submitted after MAS Consolidation?**

FAS incorporated the representation provision at [FAR 52.204-24](#) and clause ([GSAR 552.204-70](#)) and the reporting clause ([FAR 52.204-25](#)) into the consolidated Schedule solicitation in September 2019. The SAM representation provision ([FAR 52.212-3\(v\)](#)) was incorporated into the consolidated Schedule solicitation in the January 2020 refresh.

For offers submitted in response to the consolidated Schedule solicitation, offerors are required to complete the representation provision (FAR 52.212-3(v)) in SAM before award.

- If the offeror represents that it “**does not**” provide covered telecommunications equipment or services, no additional representation is necessary at the contract level
- If the offeror represents that it “**does**” provide covered telecommunication equipment or services, the offer must complete and submit the representation provision at FAR 52.212-24 as part of its offer. FAR 52.212-24 may be uploaded to eOffer as a PDF until eOffer is updated to include the provision

Mass modification A808 (or, if applicable, associated cloned mods A809 or A813) will not be sent to Schedule contractors awarded under the consolidated Schedule solicitation.

## **26. What happens if a Federal Supply Schedule (FSS) contractor has not accepted modification A808 (or, if applicable, associated cloned mods A809 or A813) to incorporate the required clauses and provide the required representation?**

The FAS Office of Policy and Compliance, on behalf of FSS contracting officers, will send nonresponsive FSS contractors a Letter of Concern (LOC) stating both that:

- The Schedule contractor’s contract information will be hidden in GSAAAdvantage, eLibrary and eBuy if the Schedule contractor does not accept mass modification A808 (or, if applicable, associated cloned mods A809 or A813) within 14 days after receiving the LOC
- FAS will issue a modification to cancel the contract, per GSAR 552.238-79 *Cancellation*, if the FSS contractor has not accepted the modification and provided representation by COB June 30, 2020; FSS contractors will receive multiple notifications about the cancellation before the June 30, 2020 deadline

In early July 2020, contracting officers will receive an email asking them to initiate a modification to cancel FSS contracts that have not incorporated the modification or provided the representation. Before initiating contract cancellation, contracting officers should:

- Check to see if the FSS contractor has accepted consolidation mass modification A812 **and** provided a “**does not**” provide response to representation provision ([FAR 52.212-3\(v\)](#)) in the System for Award Management (SAM)
  - If the FSS contractor has accepted A812 and provided a “**does not**” provide response in SAM, the contract is technically compliant and the contracting officer should contact the FSS contractor to let them know that they should be able to accept modification A808 and complete the representation
- Check the Federal Procurement Data System (FPDS) to determine if there are active Blanket Purchase Agreements (BPAs), high-dollar value orders set to expire soon, or any other orders awarded under the FSS contract that may warrant outreach to FAS customers

Cancellation will take effect 30 calendar days after the FSS contractor receives the notice of cancellation. Contracting Officers should verify receipt of the notice of cancellation by the FSS contractor.

Existing BPAs are also cancelled as of the effective date of contract cancellation, and no new orders are permitted after this date. In accordance with FAR clause 52.216-22 INDEFINITE QUANTITY (OCT 1995), any BPA order issued during the effective period of the contract and not completed within that period shall be completed by the FSS contractor within the time specified in the BPA order. The contract shall govern the FSS contractor's and Government's rights and obligations with respect to any BPA orders to the same extent as if the BPA order(s) was completed during the contract's effective period, provided, that the FSS contractor shall not be required to make any deliveries under the contract after the completion of a customer agency order, including options, 60 months following the expiration of the basic contract ordering period.

**27. Should the representation provision at FAR 52.204-24 be included in solicitations for orders placed under consolidated Federal Supply Schedule (FSS) contracts that have a mix of high and medium/low risk Special Item Numbers (SINs)?**

The [GSA class deviation](#) applies based on the SIN under which the order is placed; i.e., if any part of the order is placed under a high risk SIN, the GSA ordering contracting officer must include the representation provision at [FAR 52.204-24](#). If, however, the order is placed under medium or low risk SINs only, the GSA ordering contracting officer does not need to include the representation provision at FAR 52.204-24, unless the order could **potentially** include information technology or communications technology. If the order could **potentially** include information technology or communications technology, the representation provision at FAR 52.204-24 is always required.

**28. What is FAS doing to find and remove covered telecommunications equipment or services under Federal Supply Schedule (FSS) contracts?**

In FY19, the FAS Office of Policy and Compliance (OPC) piloted the Prohibited Products Robo-mod Process to automate the identification and removal of prohibited products from FSS contracts. OPC initiated another iteration of the process on August 13, 2019 to include covered telecommunications equipment and will continue running the process on a quarterly basis. Additional details on the Prohibited Products Robo-mod Process is available on the [FAS Acquisition Policy Library](#).

## **29. How does the GSA class deviation apply to the FedRooms Program?**

The FedRooms® program operates under a task order awarded against Multiple Award Schedule (MAS) Special Item Number (SIN) 599-3, Lodging Negotiations and Management Services. Agencies may utilize FedRooms® rates when booking lodging for official duty travel through all booking channels, such as E-gov Travel Service (ConcurGov and CWTSato Travel), Defense Travel Service, FedRooms.com, and an Agency's Travel Management Center. There is no order-level solicitation process under FedRooms®. For the purposes of [FAR 4.2105\(a\)](#), the representation provision at [FAR 52.204-24](#) is required only at the Schedule contract level.

## **30. How does the GSA class deviation apply to the Next Generation Delivery Service contract?**

GSA issues task orders under the Department of Defense Transportation Command (TRANSCOM) Next Generation Delivery Service (NGDS) IDIQ contract, which provides international express small package delivery services and domestic express/ground small package delivery services. GSA contracting officers issuing orders under the NGDS contract should consult the answer to Question 21 for guidance on placing orders under another agency's indefinite delivery contract.

## **31. Are any extra precautions required for Schedules that allow for Order Level Materials (OLMs)?**

Schedule contracts that are authorized for OLMs may present an increased risk for misuse by contractors. Please note, GSA contracting officers are always required to include the representation provision at [FAR 52.204-24](#) in any notice of intent to place an order or solicitations for an order that could **potentially** include information technology or communication technology. GSA contracting officers may also, at their discretion, include the representation provision at FAR 52.204-24 in any order request for quote deemed necessary.

## **F. PBS Programs.**

### **32. Will concessions, outleasing, or site acquisitions be impacted by the GSA class deviation?**

The interim FAR rules and [GSA class deviation](#) are not applicable to concessions, outleasing, or site acquisitions. For all three, the representation provisions ([FAR 52.204-24](#), [52.204-26](#), and [52.212-3\(v\)](#)) and clause ([GSAR 552.204-70](#)) and the reporting clause ([FAR 52.204-25](#)) are not required.

### **33. Are real property lessors' video surveillance systems and services impacted by the interim FAR rules and the GSA class deviation?**

GSA issued a class deviation to the GSAR, in part, to apply the reporting clause ([FAR 52.204-25](#)) to the acquisition of a leasehold interest in real property. However, as a general

matter, no, real property lessors' video surveillance equipment will most likely fall outside of the prohibition. A lessor using a video surveillance system that includes covered telecommunications equipment or services would only be prohibited if the lease contract required the video surveillance system to be provided by the lessor.