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and recordkeeping requirements contained in this section have been approved by the OMB. This table includes OMB approved control numbers from GSA (3090 series) and the Federal Acquisition Regulations (FAR) (9000 series) that are applicable to GSA acquisition requirements. The following OMB control numbers apply:

TABLE 1 TO 501.106

GSAR reference	OMB control No.
509.105-1	3090-0007
511.171	3090-0300
511.204(c)	3090-0246
512.301	3090-0163
514.201-1	3090-0163
515.209-70(b)	3090-0163
515.408	3090-0235
516.506	3090-0248, 3090-0306
523.370	3090-0205
532.905-70	3090-0080
538.273	3090-0163, 3090-0235, 3090-0250, 3090-0262, 3090-0303, 3090-0306
542.1107	3090-0027
546.302-71	3090-0027
552.211-13(a)	9000-0026
552.211-70(b)	9000-0058
552.211-77	3090-0246
552.215-73	3090-0163
552.216-72	3090-0248
552.216-73	3090-0248
552.216-75	3090-0306
552.223-72	3090-0205
552.232-5	3090-0080, 9000-0070, 9000-0102
552.232-72	3090-0080
552.236-15	9000-0058
552.236-72	3090-0308
552.236-79	3090-0320
552.236-80	9000-0034
552.238-72	3090-0163
552.238-73	3090-0250
552.238-78	3090-0262
552.238-80	3090-0235, 3090-0306
552.238-81	3090-0235, 3090-0306
552.238-82	3090-0302
552.238-83	3090-0235, 3090-0306
552.238-84	3090-0303
552.238-85	3090-0235, 3090-0306
552.238-87	3090-0303
552.238-95	3090-0303
552.238-96	3090-0303
552.238-97	3090-0303
552.238-99	3090-0303
552.238-111	3090-0303
552.238-120	3090-0235, 3090-0306
552.239-70	3090-0300
552.242-70	3090-0027
552.246-70	3090-0027
552.246-71	3090-0027
552.270-33	3090-0324
570.703(c)	3090-0324
570.802(b)	3090-0086
570.802(c)	3090-0086
GSA-527	3090-0007
GSA-1142	3090-0080
GSA-1217	3090-0086
GSA-1364	3090-0086
GSA-1678	3090-0027
GSA-2419	9000-0102

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[86 FR 21664, Apr. 23, 2021, as amended at 86 FR 34978, July 1, 2021; 87 FR 7394, Feb. 9, 2022; 88 FR 53812, Aug. 9, 2023; 89 FR 63327, Aug. 5, 2024]

PART 502—DEFINITIONS OF WORDS AND TERMS

AUTHORITY: 40 U.S.C. 121(c).

Subpart 502.1—Definitions

502.101 Definitions.

Commercial supplier agreements means terms and conditions customarily offered to the public by vendors of supplies or services that meets the definition of “commercial products and commercial services” set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any products or service. The term applies—

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

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

Economic price adjustment (EPA) method means the agreed upon procedure by which pricing may be adjusted throughout the contract period to include, but not limited to, the mechanism(s) to be used to adjust pricing (e.g., adjustments based on established pricing), the pricing subject to adjustment, and any other requirements (e.g., timing, frequency, limits on increases).

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

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

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

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

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

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

Information System means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Packaging means the material used to protect an item. Packaging includes, but is not limited to: brand packaging, grouped packaging, shipping pack-

aging, ancillary packaging, and redundant packaging.

(1) Brand packaging, sales packaging or primary packaging means packaging intended to provide the user or consumer with the individual unit of the product, such as plastic casing.

(2) Grouped packaging or secondary packaging means packaging intended to bundle, sell in bulk, brand, or market/display products.

(3) Shipping packaging means packaging that serves as protection for the goods to ensure safe transport to the end customer, including:

(i) Ancillary packaging or transport packaging or tertiary packaging means packaging intended to secure the product, such as packing peanuts, wrapping materials, or molded materials. Ancillary packaging (or all shipping packaging) is typically outside of brand packaging.

(ii) Redundant packaging or unnecessary packaging means packaging that does not add any measurable protection to the supply being shipped, such as multiple layers of bubble wrap to an already durable product that is encased in a cardboard box. An example of this is a home testing kit with all plastic components already packaged in a cardboard box with cardboard inserts to absorb shock, that is then shipped in multiple layers of bubble wrap. In this example the bubble wrap is the redundant single-use plastic packaging.

(4) Ancillary packaging or transport packaging or tertiary packaging means packaging intended to secure the product, such as packing peanuts, wrapping materials, or molded materials. Ancillary packaging (or all shipping packaging) is typically outside of brand packaging.

(5) Redundant packaging or unnecessary packaging means packaging that does not add any measurable protection to the supply being shipped, such as multiple layers of bubble wrap to an already durable product that is encased in a cardboard box. An example of this is a home testing kit with all plastic components already packaged in a cardboard box with cardboard inserts to absorb shock, that is then shipped in multiple layers of bubble wrap. In this example the bubble wrap is the redundant single-use plastic packaging.

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Plastic means a synthetic or semi-synthetic material chemically synthesized by the polymerization of organic substances that can be shaped into various rigid and flexible forms, and includes coatings and adhesives. “Plastic” excludes natural rubber or naturally occurring polymers such as proteins or starches.

Single-use plastic (SUP) packaging means any plastic used for the containment, protection, handling, delivery, or presentation of goods by a producer for a consumer with the intent of being used once and then discarded, recycled or disposed of immediately after its contents have been used or unpackaged, and typically not refilled or otherwise reused by the producer. Packaging includes, but is not limited to brand packaging, grouped packaging, shipping packaging, ancillary packaging, and redundant packaging.

Single-use plastic (SUP) free packaging means Single-use plastic (SUP) free packaging means product or shipping containment materials free of single-use plastic. Other attributes of single-use plastic free packaging may include the following: use of minimal materials, will be reused multiple times, or produces less emissions compared to traditional manufacturing or distribution. These additional attributes alone do not qualify as SUP free. Examples may include, but are not limited, to corrugated cardboard, paper products, and paper backed tape.

[83 FR 7633, Feb. 22, 2018, as amended at 86 FR 68442, Dec. 2, 2021; 87 FR 7395, Feb. 9, 2022; 89 FR 48336, June 6, 2024; 89 FR 55523, July 5, 2024; 89 FR 63327, Aug. 5, 2024]

PART 503—IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

Subpart 503.1—Safeguards

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503.104 Procurement integrity.

Subpart 503.2—Contractor Gratuities to Government Personnel

503.204 Treatment of violations.

**Subpart 503.4—Contingent Fees
[Reserved]**

Subpart 503.5—Other Improper Business Practices

503.570 Advertising.

503.570–1 Policy.

503.570–2 Contract clause.

Subpart 503.7—Voiding and Rescinding Contracts

503.703 Authority.

Subpart 503.10—Contractor Code of Business Ethics and Conduct

503.1004 Contract clauses.

AUTHORITY: 40 U.S.C. 121(c).

SOURCE: 64 FR 37204, July 9, 1999, unless otherwise noted.

Subpart 503.1—Safeguards

503.104 Procurement integrity.

Subpart 503.2—Contractor Gratuities to Government Personnel

503.204 Treatment of violations.

(a) The Senior Procurement Executive, or designee, makes determinations under FAR 3.204.

The Senior Procurement Executive, or designee, takes all the following actions:

(1) Coordinates with legal counsel;

(2) Initiates proceedings under FAR 3.204(a) by notifying the contractor that GSA is considering action against the contractor for a violation of the Gratuities clause. Notice is sent by a certified letter to the last known address of the party, its counsel, or agent for service of process. In the case of a business, notice is sent to any partner, principal officer, director, owner or co-owner; and

(3) Presumes receipt if no return receipt is received within 10 calendar days after mailing the notice.

(b) The contractor has 30 calendar days to exercise its rights under FAR 3.204(b), unless the Senior Procurement Executive, or designee, grants an extension.

(c) If there is a dispute of fact material to making a determination, the Senior Procurement Executive, or designee, may refer the matter to an agency fact-finding official, designated by